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11 Attorneys for Defendants
12 BRYAN'S MARKET and BRYAN'S GROCERY

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **CITY AND COUNTY OF SAN FRANCISCO**
15 **UNLIMITED CIVIL JURISDICTION**

17 WHITNEY R. LEEMAN, Ph.D.,

18 Plaintiff,

19 v.

20 BRYAN'S MARKET; BRYAN'S
21 GROCERY; and DOES 1 through 150,
inclusive,

22 Defendants.
23

No. CGC 06449153

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

1 **1. INTRODUCTION**

2 **1.1 Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and
3 between Plaintiff Whitney R. Leeman, Ph.D., (hereafter "Plaintiff") and Terence and Peter
4 Flannery dba Bryan's and/or Bryan's Quality Meats, and/or Bryans' Meats and/or P&T Flannery
5 Seafood, Inc, and/or Bryan's Meats, Inc., sued herein as Bryan's Market and Bryan's Grocery
6 (hereafter collectively "Bryan's"), with Plaintiff and Bryan's collectively referred to as the
7 "Parties" and each being a "Party."

8 **1.2 Plaintiff.** Dr. Leeman is an individual residing in California whose complaint
9 alleges that she seeks to promote awareness of exposures to toxic chemicals and improve human
10 health by reducing or eliminating hazardous substances contained in consumer and industrial
11 products.

12 **1.3 General Allegations.** Plaintiff alleges that Bryan's Market and Bryan's Grocery
13 has manufactured, distributed and/or sold in the State of California glass soda bottles and other
14 glassware intended for the consumption of food or beverage, with colored artwork containing
15 lead on the exterior surface. Lead is listed pursuant to the Safe Drinking Water and Toxic
16 Enforcement Act of 1986, California Health & Safety Code Sections 25249.6 *et seq.*,
17 ("Proposition 65"), and known to cause birth defects and other reproductive harm. Lead is
18 referred to herein as the "Listed Chemical."

19 **1.4 Product Descriptions.** The products that are covered by this Consent Judgment
20 are defined as follows: glass soda bottles and other glassware intended for the consumption of
21 food or beverage, with colored artwork containing lead on the exterior surface. Such products
22 collectively are referred to herein as the "Products."

23 **1.5 Notices of Violation.** On November 5, 2005, Dr. Leeman served Bryan's Grocery
24 and Bryan's Market and various public enforcement agencies with documents, each entitled "60-
25 Day Notice of Violation" ("Notice"), that provided Bryan's and such public enforcers with notice
26 alleging that Bryan's was in violation of Health & Safety Code Section 25249.6 for failing to
27 warn purchasers that the Products that it sold exposed users in California to lead.

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1 **1.6 Complaint.** On February 3, 2006, Dr. Leeman alleging that she was acting in the
2 interest of the general public in California, filed a complaint (hereafter referred to as the
3 “Complaint” or the “Action”) in the Superior Court for the City and County of San Francisco
4 against defendants Bryan’s Market and Bryan’s Grocery and Does 1 through 150, alleging
5 violations of Health & Safety Code Section 25249.6 based on the alleged exposures to the Listed
6 Chemical contained in the Products sold by them.

7 **1.7 No Admission.** Bryan’s denies the material factual and legal allegations contained
8 in Plaintiff Notices and Complaint, including without limitation that it has manufactured any of
9 the Products, and maintains that all products that it has sold in California, including the Products,
10 have been and are in compliance with all laws. Nothing in this Consent Judgment shall be
11 construed as an admission by Bryan’s of any fact, finding, issue of law, or violation of law, nor
12 shall compliance with this Agreement constitute or be construed as an admission by Bryan’s of
13 any fact, finding, conclusion, issue of law or violation of law. However, this Section shall not
14 diminish or otherwise affect the obligations, responsibilities and duties of Bryan’s under this
15 Consent Judgment.

16 **1.8 Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties
17 stipulate that this Court has jurisdiction over the allegations of violations contained in the
18 Complaint and personal jurisdiction over Bryan’s as to the acts alleged in the Complaint, that
19 venue is proper in the County of San Francisco, that this Court has jurisdiction to enter this
20 Consent Judgment as a full and final settlement and resolution of the allegations contained in the
21 Complaint and of all claims which were or could have been raised based on the facts alleged
22 therein or arising therefrom, and to enforce the provisions thereof.

23 **1.9 Effective Date.** For purposes of this Consent Judgment, the “Effective Date” shall
24 be October 31, 2006.

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

2 **2.1 Warnings and Reformulation Obligations**

3 (a) **Required Warnings.** Within thirty calendar days after the Effective Date,
4 Bryan's shall not sell or offer for sale in California any Products containing the Listed Chemical,
5 unless warnings are given in accordance with one or more provisions in Section 2.2 below.

6 (b) **Exceptions.** The warning requirements set forth in Sections 2.1(a) and 2.2
7 below shall not apply to Reformulated Products as defined in Section 2.3 below.

8 **2.2 Clear and Reasonable Warnings For Future Sales**

9 (a) **Product Labeling.** A warning shall be affixed to the packaging, labeling
10 or directly to or on a Product by Bryan's, its agent, or the manufacturer, importer, wholesaler or
11 distributor of the Product that states:

12
13 **WARNING: The materials used as**
14 **colored decorations on the exterior of this**
15 **product contain lead, a chemical known to the**
16 **State of California to cause birth defects or**
17 **other reproductive harm.**

18 or

19
20 **WARNING: The materials used as**
21 **colored decorations on the exterior of these**
22 **products contain lead a chemical known to the**
23 **State of California to cause birth defects or**
24 **other reproductive harm.¹**

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

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¹ This warning may be used only when the Products are sold as a set, such as a six-pack.

1 (b) **Point-of-Sale Warnings.** Alternatively, Bryan's may execute its warning
2 obligations, where applicable, through the posting of signs at its retail outlet(s) in the State of
3 California at which Products are sold, in accordance with the terms specified in Sections 2.2(b)(i)
4 and 2.2(b)(ii).

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

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

13 or

14 **WARNING: The materials used as**
15 **colored decorations on the exterior of these**
16 **products contain lead, a chemical known to the**
17 **State of California to cause birth defects or**
18 **other reproductive harm.²**

19 or

20 **WARNING: The materials used as**
21 **colored decorations on the exterior of, the**
22 **following products sold in this store contain**
23 **lead, a chemical known to the State of**
24 **California to cause birth defects or other**
25 **reproductive harm:**
26 *[List the specific products*
27 *for which a warning is given.]*

28 (ii) A point of sale warning provided pursuant to Section 2.2(b)(i) shall
be prominently placed with such conspicuousness as compared with other words, statements,
designs, or devices so 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* Products the warnings apply so as to minimize if

² This warning may be used only when the Products are sold as a set, such as a six-pack.

1 not eliminate the chances that an overwarning situation will arise. Any changes to the language
2 or format of the warning required for Products by this Section shall only be made following: (1)
3 approval of Plaintiff; (2) approval from the California Attorney General's Office, provided that
4 written notice of at least fifteen days is given to Plaintiff for the opportunity to comment; or (3)
5 Court approval.

6 **2.3 Reformulation Standards.** Products satisfying the conditions of this section are
7 referred to as "Reformulated Products" and are defined as follows:

8 For Products containing artwork on the exterior, the Products must utilize paints,
9 decals, or other materials for colored artwork, designs or markings containing six one-hundredths
10 of one percent (0.06%) lead by weight or less as measured at Bryan's option, either before or after
11 the material is fired onto (or otherwise affixed to) the Product, using a sample size of the
12 materials in question measuring approximately 50-100 mg and a test method of sufficient
13 sensitivity to establish a limit of quantitation (as distinguished from detection) of less than 600
14 parts per million ("ppm").

15 **2.4 Reformulation Commitment.** By entering into this Stipulation and Consent
16 Judgment, Bryan's hereby commits to take commercially reasonable measures to ensure that all
17 Products offered for sale by Bryan's on or after the Effective Date shall qualify as Reformulated
18 Products or contain warnings as specified in Sections 2.1 and 2.2 herein.

19 **3. MONETARY RELIEF**

20 **3.1 Penalties Pursuant to Health & Safety Code Section 25249.7(b).** Pursuant to
21 Health & Safety Code Section 25249.7(b), Bryan's shall pay \$1000 in civil penalties. The penalty
22 payment shall be made payable to "Hirst & Chanler LLP in Trust For Dr. Whitney R. Leeman,"
23 and shall be delivered to Plaintiff's counsel on or before the Effective Date, at the following
24 address:

25 HIRST & CHANLER LLP
26 Attn: Proposition 65 Controller
27 2560 Ninth Street
28 Parker Plaza, Suite 214
Berkeley, CA 94710

1 (a) **Apportionment of Penalties Received.** After Court approval of this
2 Consent Judgment pursuant to Section 6, all penalty monies received shall be apportioned by
3 Plaintiff in accordance with Health & Safety Code Section 25192, with 75% of these funds
4 remitted to the State of California's Office of Environmental Health Hazard Assessment and the
5 remaining 25% of these penalty monies retained by Plaintiff as provided by Health & Safety
6 Code Section 25249.12(d). Plaintiff shall bear all responsibility for apportioning and paying to
7 the State of California the appropriate civil penalties paid in accordance with this Section.

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

9 4.1 The Parties have reached an accord on the compensation due to Plaintiff
10 and her counsel under the Private Attorney General Doctrine codified at California Code of Civil
11 Procedure §1021.5 for all work performed through the Effective Date of the Settlement
12 Agreement. Under the Private Attorney General Doctrine, Bryan's shall reimburse Dr. Leeman
13 and her counsel for fees and costs incurred as a result of investigating, bringing this matter to
14 Bryan's attention, and negotiating a settlement in the public interest. On or before the Effective
15 Date, Bryan's shall pay Dr. Leeman and her counsel \$18,000 for all attorneys' fees, expert and
16 investigation fees, and related costs. The check made payable to "Hirst & Chanler LLP" and
17 shall be delivered to plaintiff's counsel at the following address:

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

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

26 **5. RELEASE OF ALL CLAIMS**

27 5.1 **Plaintiff' Release of Bryan's.** As to the Products, this Consent Judgment is a full,
28 final and binding resolution between the Plaintiff, acting on behalf of the public interest pursuant
to Health and Safety Code Section 25249.7(d), on the one hand, and Bryan's, on the other hand,
of any violation of Proposition 65, of all claims made or which could have been made in the

1 Notice and/or the Complaint, and of any other statutory, regulatory or common law claim that
2 could have been asserted against Bryan's and/or its affiliates, subsidiaries, divisions, successors,
3 assignees, partners, partnerships, joint ventures, sole proprietors and/or customers, including
4 without limitation, Bryan's, Bryan's Quality Meats, Bryan's Meats Inc., P&T Flannery Seafood,
5 Inc., and Terence and Peter Flannery, for failure to provide clear, reasonable, and lawful warnings
6 of exposure to lead contained in or otherwise associated with Products manufactured, sold or
7 distributed by, for, or on behalf of Bryan's. Compliance with the terms of this Consent Judgment
8 resolves any issue, now and in the future, concerning compliance by Bryan's and/or its affiliates,
9 subsidiaries, divisions, successors, assigns, partnerships, partners, joint ventures, and/or sole
10 proprietors, including without limitation, Bryan's, Bryan's Quality Meats, Bryan's Meats Inc.,
11 and P&T Flannery Seafood, Inc., and Terence and Peter Flannery with the requirements of
12 Proposition 65 with respect to the Products.

13 In further consideration of the promises and agreements herein contained, and for the
14 payments to be made pursuant to Sections 3 and 4, Plaintiff, on behalf of herself, her past and
15 current agents, representatives, attorneys, successors and/or assignees, and in the interest of the
16 general public, hereby waive all rights to institute or participate in, directly or indirectly, any form
17 of legal action and releases all claims, including, without limitation, all actions, causes of action,
18 in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses
19 or expenses (including, but not limited to, investigation fees, expert fees and attorneys' fees) of
20 any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"),
21 against Bryan's and each of its customers, owners, purchasers, users, parent companies, corporate
22 affiliates, subsidiaries, partnerships, joint ventures and their respective officers, directors,
23 attorneys, representatives, shareholders, agents, partners and employees, including without
24 limitation Peter Flannery and Terence Flannery, Bryan's, Bryan's Quality Meats, Bryan's Meats
25 Inc., and P&T Flannery Seafood, Inc.(collectively "Bryan's Releasees"), including without
26 limitation those arising under Proposition 65, Business & Professions Code Section 17200 *et seq.*,
27 and/or Business & Professions Code Section 17500 *et seq.*, related to Bryan's or Bryan's
28 Releasees' alleged failure to warn about exposures to, or identification of, the Listed Chemical

1 contained in or on the Products.

2 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and
3 binding resolution of any violation of Proposition 65, Business & Professions Code Sections
4 17200 *et seq.*, and/or Business & Professions Code Sections 17500 *et seq.*, that have been or
5 could have been asserted in the Complaint against Bryan's and/or the Bryan's Releasees for any
6 alleged failure to provide clear and reasonable warnings of exposure to or identification of the
7 Listed Chemical in or on the Products.

8 In addition, Plaintiff, on behalf of herself, her attorneys, and her agents, waive all rights
9 to institute or participate in, directly or indirectly, any form of legal action and release all Claims
10 against the Bryan's Releasees including without limitation those arising under Proposition 65,
11 Business & Professions Code Sections 17200 *et seq.*, and/or Business & Professions Code
12 Sections 17500 *et seq.*, related to each of the Bryan's Releasees' alleged failures to warn about
13 exposures to or identification of the Listed Chemical contained in or on the Products and for all
14 actions or statements made by Bryan's or its attorneys or representatives, in the course of
15 responding to alleged violations of Proposition 65, Business & Professions Code Sections 17200
16 *et seq.*, and/or Business & Professions Code Sections 17500 *et seq.* by Bryan's. It is agreed,
17 however, that Plaintiff shall remain free to institute any form of legal action to enforce the
18 provisions of this Consent Judgment subject to the provisions of Paragraph 7. It is specifically
19 understood and agreed that the Parties intend that Bryan's compliance with the terms of this
20 Consent Judgment resolves all issues and liability, now and in the future (so long as Bryan's
21 complies with the terms of the Consent Judgment) concerning Bryan's and the Bryan's
22 Releasees' compliance with the requirements of Proposition 65, Business & Professions Code
23 Sections 17200 *et seq.*, and/or Business & Professions Code Sections 17500 *et seq.*, as to the
24 Products.

25 The Parties understand and agree that the release provided by Plaintiff herein shall not
26 extend upstream to the Product manufacturers or to any distributor or supplier from whom
27 Bryan's purchased directly or indirectly any of the Products including, but not limited to, Dr.
28 Pepper Bottling Company of West Jefferson, North Carolina, and Real Sodas in Real Bottles.

1 **5.2 Bryan's Release of Plaintiff.** Bryan's waives all rights to institute any form of
2 legal action and all claims against Plaintiff, and her attorneys or representatives, for all actions
3 taken or statements made by Plaintiff and her attorneys or representatives, in the course of
4 seeking enforcement of Proposition 65, Business & Professions Code Sections 17200 *et seq.*, or
5 Business & Professions Code Sections 17500 *et seq.* in this action.

6 **6. COURT APPROVAL**

7 This Consent Judgment is not effective until it is approved and entered by the Court and
8 shall be null and void if, for any reason, it is not approved and entered by the Court within one
9 year after it has been fully executed by all Parties, in which event any monies that have been
10 provided to Plaintiff or their counsel pursuant to Section 3 and/or Section 4 above, shall be
11 refunded within fifteen days of their receipt of any such demand from Bryan's.

12 **7. ENFORCEMENT OF CONSENT JUDGMENT**

13 **7.1** Before moving to enforce the terms and conditions of Section 2 of this Consent
14 Judgment against Bryan's with respect to an alleged violation occurring at a retail store located in
15 California, regardless of the nature or form of the alleged violation, Plaintiff and others must
16 follow the procedures set forth in Sections 7.2 through 7.3.

17 **7.2** In the event that Plaintiff and/or her attorneys, agents, assigns, or any other person
18 acting in the public interest under Health & Safety Code Section 25249.7(d) (hereinafter
19 "Notifying Person") identifies one or more retail stores owned and operated by Bryan's at which,
20 from which, or through which the Products are sold (hereinafter "retail outlet") for which the
21 warnings for those Products required under Section 2 of this Consent Judgment are not being
22 given, such Notifying Person shall notify, in writing, Bryan's of such alleged failure to warn (the
23 "Notice of Breach"). The Notice of Breach shall be sent by first class mail, with proof of service,
24 to the persons identified in Section 11 of this Consent Judgment, and must be served within sixty
25 days of the date the alleged violation was observed. The Notice of Breach shall identify the date
26 the alleged violation was observed and the retail outlet in question, and reasonably describe the
27 nature of the alleged violation with sufficient detail to allow Bryan's to determine the basis of the
28 claim being asserted and the identities of the Products to which those assertions apply.

1 **7.3** The Notifying Person shall take no further action against Bryan's unless the
2 Notifying Person discovers, at least thirty (30) days after service of the Notice of Breach served
3 pursuant to Section 7.2, another failure to warn for any Products whether or not the alleged failure
4 to warn is at the same retail outlet(s) identified in the Notice of Breach served pursuant to Section
5 7.2.

6 **8. SEVERABILITY**

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

10 **9. ATTORNEYS' FEES**

11 If, after the approval of this Consent Judgment, a dispute arises between the parties with
12 respect to any provision(s) of this Consent Judgment, the prevailing party shall be entitled to
13 recover from the other party, all reasonable costs and attorneys' fees. Should Defendant or
14 Plaintiff, or any of their assigns, agents or attorneys, or any third party seek modification of this
15 Consent Judgment (see Section 16), the prevailing party, at the court's discretion, shall be entitled
16 to their reasonable attorneys' fees and costs per CCP §1021.5 for stipulating, opposing, or taking
17 any other reasonable action in response to such modification process.

18 **10. GOVERNING LAW**

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

24 **11. NOTICES**

25 All correspondence and notices required to be provided pursuant to this Consent Judgment
26 shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail,
27 return receipt requested or (ii) overnight courier on either Party by the other at the following
28 addresses. (Either Party, from time to time, may, pursuant to the methods prescribed above,

1 specify a change of address to which all future notices and other communications shall be sent.)

2 To Bryan's :

3 Peter Flannery, Owner
4 BRYAN'S
5 3445 California Street
6 San Francisco, CA 94118

6 With a copy to:

7 HANSON, BRIDGETT, MARCUS, VLAHOS & RUDY LLP
8 Raymond F. Lynch, Esq.
9 Warren R. Webster, Esq.
425 Market Street, 26th Floor
San Francisco, CA 94105

10 To Plaintiff:

11 HIRST & CHANLER LLP
12 Attn: George W. Dowell
2560 Ninth Street, Suite 214
13 Berkeley, CA 94710

14 **12. NO ADMISSIONS**

15 Nothing in this Consent Judgment shall constitute or be construed as an admission by
16 Bryan's of any fact, finding, conclusion, issue of law, or violation of law, nor shall compliance
17 with this Consent Judgment constitute or be construed as an admission by Bryan's of any fact,
18 finding, conclusion, issue of law, or violation of law, such being specifically denied by Bryan's.
19 Bryan's reserves all of its rights and defenses with regard to any claim by any party under
20 Proposition 65 or otherwise. However, this Section shall not diminish or otherwise affect Bryan's
21 obligations, responsibilities and duties under this Consent Judgment.

22 **13. COUNTERPARTS; FACSIMILE SIGNATURES**

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

26 **14. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

27 Plaintiff agrees to comply with the reporting form requirements referenced in Health &
28

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

7 **15. ADDITIONAL POST EXECUTION ACTIVITIES**

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

21 **16. MODIFICATION**

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

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28 ///

1 17. 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.

5 AGREED TO:

AGREED TO:

6
7 Date: 11/27/06

Date: Nov. 17, 2006

8
9 By: Whitney R. Leeman
10 Plaintiff Whitney R. Leeman, Ph.D.

By: [Signature]
Defendant BRYAN'S MARKET and
BRYAN'S GROCERY

11
12 APPROVED AS TO FORM:

APPROVED AS TO FORM:

13 Date: 11/28/2006

Date: Nov. 27, 2006

14 HIRST & CHANLER LLP

HANSON, BRIDGETT, MARCUS, VLAHOS
& RUDY LLP

15
16 By: George W. Dowell
17 George W. Dowell
18 Attorney for Plaintiff
19 WHITNEY R. LEEMAN, Ph.D.

By: Raymond F. Lynch
Raymond F. Lynch, Esq.
Attorney for Defendant
BRYAN'S MARKET and BRYAN'S
GROCERY

20 IT IS SO ORDERED.

21
22 Date: _____

JUDGE OF THE SUPERIOR COURT