

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

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

6 Scott J. Ferrell (State Bar No. 202091)
7 Scot D. Wilson (State Bar No. 223367)
CALL JENSEN & FERRELL, A Professional Corporation
8 610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
9 Telephone: (949) 717-3000
Facsimile: (949) 717-3100

10 Attorneys for Defendant
11 CKE RESTAURANTS, INC.

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SACRAMENTO
15 UNLIMITED JURISDICTION
16

17 WHITNEY R. LEEMAN, Ph.D.,

18 Plaintiff,

19 v.

20 BURGER KING CORPORATION; CKE
21 RESTAURANTS, INC., and DOES 1 through
22 150

23 Defendants.
24

Case No. 06AS02168

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

25
26
27
28

1 **1. INTRODUCTION**

2 1.1 **Plaintiff and Settling Defendant.** This Consent Judgment (“Consent
3 Judgment” or “Agreement”) is entered into by and between plaintiff Whitney R. Leeman, Ph.D.
4 (hereafter “Leeman” or “Plaintiff”) and Settling Defendant CKE Restaurants, Inc. (hereinafter
5 “CKE” or “Settling Defendant”), with Plaintiff and Settling Defendant collectively referred to as
6 the “Settling Parties,” and Leeman and Settling Defendant each characterized as a “Party.”

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

10 1.3 **Defendant.** CKE is among the defendants named in the complaint, and is a
11 corporation that employs more than 10 persons, and which manufactures, distributes and/or sells
12 covered Products, as defined in section 1.5, in the State of California or has done so in the past.
13 All references to the past actions, activities and/or omissions of CKE in this matter, for the
14 purposes of this Consent Judgment, include the actions, activities and/or omissions of the
15 franchisees and licensees of CKE.

16 1.4 **General Allegations.** Plaintiff alleges that Settling Defendant has
17 manufactured, distributed and/or sold in the State of California certain flame-broiled hamburgers,
18 including the Double Six Dollar Burger, containing benz[a]anthracene, benzo[a]pyrene,
19 benzo[b]fluoranthene, benzo[k]fluoranthene, and indeno[1,2,3-cd]pyrene, which are chemicals
20 listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California
21 Health & Safety Code § 25249.5 *et seq.*, also known as Proposition 65, as causing cancer.
22 Benz[a]anthracene, benzo[a]pyrene, benzo[b]fluoranthene, benzo[k]fluoranthene, and
23 indeno[1,2,3-cd]pyrene, shall be referred to herein as the “Listed Chemicals.” Plaintiff alleges
24 that consumption of CKE’s flame-broiled hamburgers would thereby expose consumers of that
25 product to the Listed Chemicals in violation of Proposition 65.

26 1.5 **Product Descriptions.** The products that are covered by this Consent
27 Judgment are defined as follows: flame-broiled hamburgers containing the Listed Chemicals,
28

1 manufactured, sold and/or distributed by Settling Defendant (and/or its franchisees and licensees)
2 in California. Such products collectively are referred to herein as the "Products."

3 1.6 **Notices of Violation.** On February 14, 2006, Leeman served Settling
4 Defendant and various public enforcement agencies with documents, entitled "60-Day Notice of
5 Violation" ("Notice"), that provided Settling Defendant and such public enforcers with notice
6 alleging that Settling Defendant was in violation of Health & Safety Code §25249.6 for failing to
7 warn purchasers that certain Products that it sold and continued to sell expose users in California
8 to the Listed Chemicals.

9 1.7 **Complaint.** On May 26, 2006, Leeman, in the interest of the general public in
10 California, filed a complaint (hereafter referred to as the "Complaint" or the "Action") in the
11 Superior Court for the County of Sacramento against Settling Defendant, defendant Burger King
12 Corporation, and Does 1 through 150, alleging violations of Health & Safety Code § 25249.6,
13 based on the alleged exposures to the Listed Chemicals contained in the Products sold by Settling
14 Defendant. Upon entry of the Consent Judgment, the Complaint shall be deemed amended such
15 that the definition of "Products" as used herein and as applied to CKE shall be expanded to
16 include all flame-broiled hamburgers.

17 1.8 **No Admission.** Settling Defendant denies the material factual and legal
18 allegations contained in Plaintiff's Notice and Complaint, and maintains that all products that it
19 has sold and distributed in California, including the Products, have been and are in compliance
20 with all laws. Nothing in this Consent Judgment shall be construed as an admission by Settling
21 Defendant of any fact, finding, issue of law, or violation of law, nor shall compliance with this
22 Agreement constitute or be construed as an admission by Settling Defendant of any fact, finding,
23 conclusion, issue of law or violation of law. However, this section shall not diminish or
24 otherwise affect the obligations, responsibilities and duties of Settling Defendant under this
25 Consent Judgment.

26 1.9 **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the
27 Settling Parties stipulate that this Court has jurisdiction over the Settling Parties as concerning the
28 alleged violations at issue, and personal jurisdiction over Settling Defendant as to the acts alleged,

1 that venue is proper in the County of Sacramento, and that this Court has jurisdiction to enter this
2 Consent Judgment and to enforce the provisions thereof.

3 1.10 **Effective Date.** For purposes of this Consent Judgment, "Effective Date" shall
4 be October 1, 2007.

5 **2. INJUNCTIVE RELIEF: REMOVAL OF FOOD ITEM, POSTING OF WARNINGS**
6 **AND ENGAGEMENT OF EXPERT CONSULTANT**

7 2.1 **Preliminary Statement.** By the Effective Date, CKE shall remove from all of
8 its menus in California, and not permit its franchisees and/or licensees to include on their menus
9 in California, the Double Six Dollar Burger, although CKE may still serve the same upon request
10 of a customer. Further, consistent with Sections 2.5(a)-(b), CKE shall not sell in California, nor
11 permit its franchisees and/or licensees to sell in California, any other Products containing the
12 Listed Chemicals, unless such Products are sold with clear and reasonable warnings as set out in
13 this section. This Consent Judgment applies to all restaurants owned and operated by Settling
14 Defendant ("Company Restaurants"), now or in the future, as well as to restaurants owned and
15 operated by third parties pursuant to any franchise or licensing agreement with Settling Defendant
16 ("Franchise Restaurants").

17 Any warning issued for Products pursuant to this section shall be prominently placed with
18 such conspicuousness as compared with other words, statements, designs, or devices so as to
19 render it likely to be read and understood by an ordinary individual under customary conditions
20 before purchase or use.

21 2.2 **Warning Message.** The warning message provided shall be either the first
22 following, or both of the second (for consumers per methods at sections 2.3(a)(b)(d)(e)) and third
23 (for employees per the method at section 2.3(c)) following, at Settling Defendant's election:

24 **WARNING**

25 Flame-cooked burgers sold or served here contain chemicals known as PAHs,
26 which are known to the State of California to cause cancer. These chemicals form
27 in substantial levels during the flame-cooking of burgers, although they can also be
28 found in other foods.

Or

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

WARNING

Chemicals known to the State of California to cause cancer, or birth defects or other reproductive harm, may be present in foods or beverages sold or served here.

and

WARNING

This area and products sold here contain a chemical known to the State of California to cause cancer, or birth defects or other reproductive harm.

2.3 **Warning Methods.** This Section describes CKE's options for transmitting the required warning language. The warning shall be provided through the posting of a point-of-sale sign meeting the criteria set forth in section 2.3.1. Any sign must be located at a place that is reasonably likely to be seen and read by customers entering the restaurant to order food and by customers using the drive-through, and must be otherwise complaint with the requirements of Proposition 65.

2.3.1 **Sign Warnings.** A warning set forth on a sign at least 10 inches high by 10 inches wide, with the word "WARNING" centered three-quarters of an inch from the top of the sign in ITC Garamond bold condensed type face, in one-inch capital letters. Three-sixteenths of an inch from the base of the word "warning" shall be a line extending from left to right across the width of the sign one-sixteenth of an inch in thickness. Centered one-half inch below the line shall be the body of the warning message set forth in section 2.2 in ITC Garamond bold condensed type face. For the body of the warning message, left and right margins of at least one-half of an inch, and a bottom margin of at least one-half inch, shall be observed. If used, larger signs shall bear substantially the same proportions of type size and spacing to sign dimension as the sign just described.

2.4 **Submission of Warning Materials.** By October 1, 2007, Settling Defendant shall submit to the Plaintiff the warning sign(s) designed in keeping with Section 2 of this Consent Judgment.

1 2.5 **Implementation of Warnings.** Settling Defendant shall make available to its
2 Company Stores and Franchise Stores a sufficient supply of signs to meet the requirements of this
3 Consent Judgment.

4 (a) **Company Restaurants.** Within sixty (60) days of entry of this Consent
5 Judgment, Settling Defendant shall communicate with its Company Restaurants directing
6 them to post the warning in the manner described above and enclosing a copy of this
7 Consent Judgment. In addition, Settling Defendant shall include compliance with these
8 requirements as part of its existing inspection, reporting and follow-up programs. Where
9 inspection shows that a Company Restaurant has not complied, Settling Defendant shall
10 take all available steps to assure compliance within seventy-five (75) days.

11 (b) **Franchise Restaurants.** Within sixty (60) days of entry of this Consent
12 Judgment, Settling Defendant shall communicate with its Franchise Restaurants within the
13 State of California, instructing them to post the warning in the manner described above.
14 This letter shall state that the Franchise Restaurant is released from liability for past
15 violations and will be in compliance with future requirements with respect to sale of the
16 Products only if the Franchise Restaurant complies with the warning requirements of this
17 Consent Judgment within 60 days of receipt of that letter. In addition, Settling Defendant
18 shall include inspection for compliance with these requirements in its existing inspection,
19 reporting and follow-up programs, and shall take all available steps to assure compliance
20 within 75 days if a Franchise Restaurant has not complied with this Consent Judgment.

21 2.6 **Scope.** Nothing in this Consent Judgment requires that warnings be given for
22 Products sold to consumers outside the State of California.

23 2.7 **Retention of Expert Consultant.** Within 120 days of entry of this Consent
24 Judgment, settling Defendant shall retain a consultant from one of at least three recommended by
25 plaintiff to advise CKE as to steps it can take to minimize the formation in its restaurants, and the
26 depositing on its Products, of the Listed Chemicals during the flame-broiling process. Following
27 such advisement, Settling Defendant will institute good-faith measures to implement the steps
28

1 recommended by the consultant, short of replacing its grills should Settling Defendant choose not
2 to do so. Settling Defendant shall set aside \$6,000 to retain and pay for this consultant.

3 **3. MONETARY PAYMENTS.**

4 (a) **Payments Pursuant to Health & Safety Code § 25249.7(b).** The total
5 amount to be paid pursuant to this section is \$40,000 in civil penalties. Pursuant to Health &
6 Safety Code Section 25249.7(b), Settling Defendant shall pay the \$40,000 on or before
7 September 17, 2007. This payment shall be made payable to “Hirst & Chanler LLP in Trust For
8 Whitney R. Leeman,” and shall be delivered to Plaintiff’s counsel at the following address:

9 HIRST & CHANLER LLP
10 Attn: Prop 65 Controller
11 2560 Ninth Street
12 Parker Plaza, Suite 214
13 Berkeley, CA 94710-2565

14 After Court approval of this Consent Judgment pursuant to section 6, the \$40,000 sum shall be
15 apportioned by Plaintiff in accordance with Health & Safety Code §25192, with 75% of these
16 funds remitted to the State of California’s Office of Environmental Health Hazard Assessment
17 and the remaining 25% of these monies retained by Plaintiff as provided by Health & Safety
18 Code § 25249.12(d). Plaintiff shall bear all responsibility for apportioning and submitting to the
19 State of California the appropriate amounts paid in accordance with this subsection and agrees to
20 indemnify and defend Settling Defendant from liability for any claim that Plaintiff has not
21 properly apportioned or submitted said funds.

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

23 4.1 The Settling Parties acknowledge that Plaintiff and her counsel offered to
24 resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to
25 them, thereby leaving the fee issue to be resolved after the material terms of the agreement had
26 been settled. Once Settling Defendant expressed its desire to resolve the fee and cost issue
27 shortly after the other settlement terms had been finalized, the Settling Parties endeavored, and
28 succeeded, to reach an accord on the compensation due to Plaintiff and her counsel under the
private attorney general doctrine codified at Code of Civil Procedure § 1021.5 for all work

1 performed through the Court's approval of the Agreement. Under the private attorney general
2 doctrine codified at Code of Civil Procedure § 1021.5, Settling Defendant shall reimburse
3 Plaintiff and her counsel for fees and cost, incurred as a result of investigating, bringing this
4 matter to Settling Defendant's attention, litigating and negotiating a settlement in the public
5 interest, as well as for seeking the Court's approval of this Consent Judgment.

6 Specifically, Settling Defendant shall pay Plaintiff and her counsel \$204,000 for
7 all attorneys' fees, expert and investigation fees, and litigation costs. The payment shall be made
8 payable to Hirst & Chanler LLP and shall be delivered to Plaintiff's counsel on or before
9 September 17, 2007, at the following address:

10
11 HIRST & CHANLER LLP
12 Attn: Prop 65 Controller
13 2560 Ninth Street
14 Parker Plaza, Suite 214
15 Berkeley, CA 94710-2565

16 Except as specifically provided in this Consent Judgment, Settling Defendant shall have
17 no further obligation with regard to reimbursement of Plaintiff's attorneys' fees and costs with
18 regard to the Products covered in this Action.

19 **5. RELEASE OF ALL CLAIMS**

20 5.1 **Plaintiff's Release of Settling Defendant.** In further consideration of the
21 representations, warranties and commitments herein contained, and for the payments to be made
22 pursuant to sections 3 and 4, Plaintiff, on behalf of herself, her past and current agents,
23 representatives, attorneys, successors assignees, or any person or entity who may now or in the
24 future claim through her in a derivative manner and in the interest of the general public, hereby
25 waives all rights to institute or participate in, directly or indirectly, any form of legal action, and
26 hereby releases all claims, including, without limitation, all actions, causes of action, in law or in
27 equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses
28 (including, but not limited to, investigation fees, expert fees and attorneys' fees) of any nature
whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against

1 Settling Defendant and each of its distributors, wholesalers, licensors, licensees, auctioneers,
2 retailers, dealers, customers, owners, purchasers, users, parent company, corporate affiliates,
3 subsidiaries and their respective officers, directors, attorneys, representatives, shareholders,
4 agents, representatives, insurers and employees and any other persons or entities to whom Settling
5 Defendant may be liable (collectively, "Settling Defendant's Releasees") arising under
6 Proposition 65 related to Settling Defendant's or Settling Defendant's Releasees' alleged failure
7 to warn about exposures to listed chemicals contained in or on products sold. This release does
8 not apply to any of the remaining defendants in this Action or to any of the Settling Defendant's
9 Releasees who sell the Products in the State of California in violation of the provisions of section
10 2 of this Consent Judgment within 60 days of receipt of the letter described in Section 2.5(b).

11 It is specifically understood and agreed that the Settling Parties and the Court intend that
12 Settling Defendant's compliance with the terms of this Consent Judgment is to resolve all issues
13 and liability, now and in the future (so long as Settling Defendant and its releasees comply with
14 the terms of the Consent Judgment) concerning compliance by Settling Defendant and Settling
15 Defendant's Releasees' with the requirements of Proposition 65 as to listed chemicals in or on
16 products sold.

17 **5.2 Settling Defendant's Release of Plaintiff.** Settling Defendant waives all rights
18 to institute any form of legal action and releases all claims against Plaintiff, or her attorneys or
19 representatives, for any or all actions taken or statements made by Plaintiff or her attorneys or
20 representatives, in the course of seeking enforcement of Proposition 65 in association with this
21 Action.

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 it is not approved and entered by the Court within one year after it has
25 been fully executed by all Settling Parties, in which event any monies that have been provided to
26 Plaintiff or her counsel pursuant to section 3 and section 4 above shall be refunded within fifteen
27 (15) days. In the event that this Consent Judgment is not entered within one year due to one or
28 more of the following occurrences, this provision will be tolled as follows: if an appeal is entered

1 from the entry of the Consent Judgment, this provision will be tolled during the pendency of the
2 appeal; if a stay is filed in this matter, this provision will be tolled for the duration of the stay;
3 and/or if the Court takes the motion to approve the consent judgment under submission, this
4 provision will be tolled during the period of submission.

5 **7. SEVERABILITY**

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

9 **8. ATTORNEYS' FEES**

10 In the event that a dispute arises with respect to any provision(s) of this Consent
11 Judgment, the prevailing Party shall, except as otherwise provided herein, be entitled to recover
12 reasonable and necessary costs and reasonable attorneys' fees incurred from the resolution of
13 such dispute, with the exception that if Settling Defendant brings a motion to modify the Consent
14 Judgment, Settling Defendant will not be entitled to recover any costs or attorneys' fees incurred
15 in connection with that motion.

16 **9. GOVERNING LAW**

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

22 **10. NOTICES**

23 All correspondence and notices required to be provided pursuant to this Consent Judgment
24 shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail,
25 return receipt requested, or (ii) overnight courier, to either Party by the other, at the addresses
26 listed below. From time to time, either party may specify a change of address to which all notices
27 and other communications shall be sent.

28

<p>For Plaintiff:</p> <p>Whitney R. Leeman c/o Hirst & Chanler LLP 2560 Ninth Street Parker Plaza, Suite 214 Berkeley, CA 94710-2565</p>	<p>For Settling Defendant:</p> <p>CKE Restaurants, Inc. c/o Scott J. Ferrell Call Jensen & Ferrell 610 Newport Center Drive, Suite 700 Newport Beach, Ca 92660</p>
--	--

11. **COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

13. **ADDITIONAL POST-EXECUTION ACTIVITIES**

The Settling Parties shall mutually employ their best efforts to support the entry of this Agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court by October 26, 2007. The Settling Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Settling Parties agree to prepare and file a Joint Motion to Approve the Agreement (“Joint Motion”), in the days following the Execution Date. Plaintiff’s counsel shall prepare a declaration in support of the Joint Motion which shall, *inter alia*, set forth support for the fees and costs to be reimbursed pursuant to Section 4. Settling Defendant shall have no additional responsibility to Plaintiff’s counsel pursuant to C.C.P. § 1021.5 or otherwise with

28

1 regard to reimbursement of any fees and costs incurred with respect to the preparation, filing and
2 hearing of the Joint Motion.

3 **14. MODIFICATION**

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

9 **15. AUTHORIZATION**

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

13 AGREED TO:

AGREED TO:

14
15 Date: 9/11/07

Date: _____

16 By: Whitney R. Leeman
17 Plaintiff, Whitney R. Leeman

By:
Defendant, CKE Restaurants, Inc.

18 APPROVED AS TO FORM:

APPROVED AS TO FORM:

19
20 Date: _____
HIRST & CHANLER LLP

Date: _____
CALL, JENSEN & FERRELL

21 By:
22 David S. Lavine
Attorneys for Plaintiff
23 WHITNEY R. LEEMAN

By:
Scott J. Ferrell
Attorneys for Defendant
CKE RESTAURANTS, INC.

24
25 **IT IS SO ORDERED.**

26
27 Date: _____

JUDGE OF THE SUPERIOR COURT

1 regard to reimbursement of any fees and costs incurred with respect to the preparation, filing and
2 hearing of the Joint Motion.

3 **14. MODIFICATION**

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

9 **15. AUTHORIZATION**

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

13 **AGREED TO:**

AGREED TO:

14
15 Date: _____ Date: _____

16 By: _____ By: _____
17 Plaintiff, Whitney R. Leeman Defendant, CKE Restaurants, Inc.

18 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

19 Date: 9/17/07 Date: _____
20 HIRST & CHANLER LLP CALL, JENSEN & FERRELL

21 By: [Signature] By: _____
22 David S. Lavine Scott J. Ferrell
23 Attorneys for Plaintiff Attorneys for Defendant
24 WHITNEY R. LEEMAN CKE RESTAURANTS, INC.

25 **IT IS SO ORDERED.**

26
27 Date: _____
28 _____
JUDGE OF THE SUPERIOR COURT

1 regard to reimbursement of any fees and costs incurred with respect to the preparation, filing and
2 hearing of the Joint Motion.

3 **14. MODIFICATION**

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

9 **15. AUTHORIZATION**

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

13 AGREED TO:

AGREED TO:

14
15 Date: _____

Date: 9/7/07

16 By:
17 Plaintiff, Whitney R. Leeman

By:
Defendant, CKE Restaurants, Inc.

18 APPROVED AS TO FORM:

APPROVED AS TO FORM:

19
20 Date: _____
HIRST & CHANLER LLP

Date: 9-10-07
CALL, JENSEN & FERRELL

21 By:
22 David S. Lavine
23 Attorneys for Plaintiff
WHITNEY R. LEEMAN

By:
Scott J. Ferrell
Attorneys for Defendant
CKE RESTAURANTS, INC.

24
25 **IT IS SO ORDERED.**

26
27 Date: _____

JUDGE OF THE SUPERIOR COURT