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17 Attorneys for Defendant
18 PERFUMANIA, INC.

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

WHITNEY R. LEEMAN, Ph.D.,
Plaintiff,
v.
PERFUMANIA, INC.; and DOES 1 through
150, inclusive,
Defendants.

Case No. RG 07324184
**STIPULATION AND [PROPOSED]
ORDER RE: CONSENT JUDGMENT**

1 **1. INTRODUCTION**

2 **1.1 Whitney R. Leeman, Ph.D. and Perfumania, Inc.**

3 This Consent Judgment is entered into by and between plaintiff Whitney R. Leeman,
4 Ph.D., (“Dr. Leeman” or “Plaintiff”) and defendant Perfumania, Inc., (“Perfumania” or
5 “Defendant”), with Dr. Leeman and Perfumania referred to as the "Parties" and with Dr. Leeman
6 and Perfumania each being a “Party.”

7 **1.2 Dr. Leeman**

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

11 **1.3 Defendant**

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

15 **1.4 General Allegations**

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

20 **1.5 Product Description**

21 The products that are covered by this Consent Judgment are defined as follows: cosmetic
22 kits containing a combination of eye shadow, eyeliner and/or lipstick (or lip gloss) containing
23 lead. Dr. Leeman alleges that *Beauty To Go By Profound Cosmetics* (#6 56497 89908 7), and
24 *Cosmetic Kit #9611 by BR Cosmetics* (#7 161890 096115) are examples of such kits. All such
25 cosmetic kits containing lead shall be referred to hereinafter as the “Products.”

26 **1.6 Notice of Violation**

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

1 Health & Safety Code §25249.6 for failing to warn consumers that the Products that Defendant
2 sold exposed users in California to the Listed Chemical.

3 **1.7 Complaint**

4 On May 3, 2007, Dr. Leeman, who alleges she is acting in the interest of the general public
5 in California, filed a complaint (“Complaint” or “Action”) in the Superior Court in and for the
6 County of Alameda against Perfumania, Inc. and Does 1 through 150, (*Leeman v. Perfumania,*
7 *Inc. et al., Case #RG 07324184*) alleging violations of California Health & Safety Code §25249.6
8 based on the alleged exposures to the Listed Chemical contained in the Products sold by
9 Defendant.

10 **1.8 No Admission**

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

19 **1.9 Consent to Jurisdiction**

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

24 **1.10 Effective Date**

25 For purposes of this Consent Judgment, the term "Effective Date" shall mean September 1,
26 2007.

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

2 **2.1 Product Warnings**

3 After the Effective Date, Defendant shall not sell, ship, or offer to be shipped for sale in
4 California Products containing the Listed Chemical unless such Products are sold or shipped with
5 one of the clear and reasonable warnings set forth in this Section 2.1, comply with the
6 reformulation standards set forth in Section 2.3 or are otherwise exempt pursuant to Section 2.2.

7 Any warning issued for Products pursuant to this Section 2.1 shall be prominently placed
8 with such conspicuousness as compared with other words, statements, designs, or devices as to
9 render it likely to be read and understood by an ordinary individual under customary conditions
10 before purchase or, for Products shipped directly to an individual in California or used in the
11 workplace, before use. Any warning issued pursuant to this Section 2.1(a)-(b) shall be provided in
12 a manner such that the consumer or user understands to which *specific* Product the warning
13 applies, so as to minimize if not eliminate the chance that an overwarning situation will arise.

14 Sections 2.1(a)-(b) describe Defendant's options for satisfying its warning obligations
15 depending, in part, on the manner of sale. The following warnings will be applicable when the
16 Product is sold either to consumers or in a business-to-business transaction:

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

18 **(i) Product Labeling.** From the Effective Date, a warning may be
19 affixed to packaging, labeling, or directly on each Product sold in retail outlets by Defendant or its
20 agents, that states:

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

24 **(ii) Point-of-Sale Warnings.** Defendant may perform its warning
25 obligations by ensuring that signs are posted at retail outlets in the State of California where the

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

1 Products are sold. To the extent Defendant may sell Products to a retailer or distributor, in order
2 to avail itself of the point-of-sale option, Defendant shall provide a written notice (via certified
3 mail in the first quarter of each calendar year) to each retailer or distributor to whom Defendant
4 sells or transfers the Products directly, which informs such retailers or distributors that
5 point-of-sale warnings are required at each retail location in the State of California. Defendant
6 shall include a copy of the warning signs and posting instructions with such notice. Further,
7 Defendant must receive and make available for Dr. Leeman's inspection, upon request, a written
8 commitment: (a) from each retailer to whom Defendant sells Products directly that said retailer
9 will post the warning signs; and (b) from each distributor to whom Defendant sells Products
10 directly that the distributor will transmit the point-of-sale warning notice and instructions to their
11 direct customers. Point-of-sale warnings shall be provided through one or more signs posted in
12 close proximity to the point of display of the Products that states:

13 **WARNING:** The cosmetic components in this product contain
14 lead, a chemical known to the State of California
15 to cause birth defects and other reproductive
16 harm.²

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

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

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

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

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

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

1 **(b) Mail Order Catalog and Internet Sales.** Defendant shall satisfy its
2 warning obligations for Products sold via mail order catalog or the Internet to California residents
3 by providing a warning: (i) in the mail order catalog; (ii) on the website; and/or (iii) with the
4 Product when it is shipped to an address in California. Warnings given in the mail order catalog
5 or on the website shall identify the specific Product to which the warning applies as further
6 specified in Sections 2.1(b)(i), (ii), and/or (iii) as applicable:

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

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

15 Where it is impracticable to provide the warning on the same page and in the same location
16 as the display and/or description of the Product, Defendant may utilize a designated symbol,
17 attached hereto as Exhibit A, to cross reference the applicable warning and shall define the term
18 “designated symbol” with the following language on the inside of the front cover of the catalog or
19 on the same page as any order form for the Product(s):

20 **WARNING:** The cosmetic components of certain products
21 identified with this symbol ▼ and offered for
22 sale in this catalog contain lead, a chemical
23 known to the State of California to cause birth
24 defects and other reproductive harm.⁶

25 The designated symbol must appear on the same page and in close proximity to the display
26 and/or description of the Product. On each page where the designated symbol appears, Defendant
27 must provide a header or footer directing the consumer to the warning language and definition of
28 the designated symbol.

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

1 If Defendant elects to provide warnings in the mail order catalog, then the warnings must
2 be included in all catalogs offering to sell one or more Products printed after November 1, 2007.

3 (ii) **Internet Website Warning.** A warning may be given in
4 conjunction with the sale of the Product via the Internet, provided it appears either: (a) on the
5 same web page on which the Product is displayed; (b) on the same web page as the order form for
6 the Product; (c) on the same page as the price for any Product; or (d) on one or more web pages
7 displayed to a purchaser during the checkout process. The following warning statement shall be
8 used and shall appear in any of the above instances adjacent to or immediately following the
9 display, description, or price of the Product for which it is given in the same type size or larger as
10 the Product description text:

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

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

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

19 (iii) **Package Insert or Label Warning.** For all Products sold by
20 catalog or via the Internet, a warning may be provided with the Product when it is shipped directly
21 to an individual in California by either: (a) affixing the following warning language to the
22 packaging, labeling, or directly to a specific Product; (b) inserting a warning card measuring at
23 least 4" x 6" in the shipping carton which contains the following warning language; or (c) placing
24 the following warning statement on the packing slip or customer invoice on the line directly below
25 the description of the Product on the packing slip or customer invoice:

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^{7, 8, 9}See footnote 1, supra, fully incorporated herein by reference.

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

5 Alternatively, Defendant may place the following language on the packing slip or invoice
6 and specifically identify the Product in lettering of the same size or larger as the description of the
7 Product:

8 **WARNING:** The cosmetic components of the following
9 product(s) contain lead, a chemical known to the
10 State of California to cause birth defects and other
11 reproductive harm:¹⁰

12 *[list products for which warning is given].*

13 Defendant shall, in any of these instances, in conjunction with providing the warning, also
14 inform the consumer, in a conspicuous manner, that he or she may return the Product for a full
15 refund (including shipping costs for both the receipt and the return of the Product) within thirty
16 (30) days of his or her receipt of the Product.

17 **2.2 Exceptions To Warning Requirements**

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

- 19 (i) Any Products received in inventory before the Effective Date; or
- 20 (ii) Reformulated Products (as defined in Section 2.3 below).

21 **2.3 Reformulation Standards**

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

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

¹⁰See footnote 1, supra, fully incorporated herein by reference.

1 modified test method may used so long as: (1) the method is approved under 22 CCR §12900; and
2 (2) Dr. Leeman is provided 30 days notice of the modification.

3 **2.4 Reformulation Commitment**

4 Defendant hereby commits that eighty percent (80%) of the Products that it offers for sale
5 in California after January 1, 2008, shall qualify as Reformulated Products or shall otherwise be
6 exempt from the warning requirements of Section 2.1.

7 **3. MONETARY PAYMENTS**

8 **3.1 Payment**

9 In settlement of this matter and without admitting any wrongdoing, Defendant agrees to
10 pay the sum of \$2,000, which shall be characterized and apportioned by plaintiff as a payment
11 pursuant to California Health & Safety Code §25249.7(b).

12 All payments made pursuant to this Section 3.1 shall be payable to "HIRST & CHANLER
13 LLP in Trust For Whitney R. Leeman, Ph.D." and shall be delivered within five business days of
14 Defendant's receipt of Notice of Entry of Judgment and Order, at the following address:

15 HIRST & CHANLER LLP
16 Attn: Proposition 65 Controller
17 2560 Ninth Street
18 Parker Plaza, Suite 214
19 Berkeley, CA 94710-2565

18 **3.2 Apportionment of Monies Received**

19 All monies received pursuant to section 3.1 shall be apportioned by Dr. Leeman in
20 accordance with California Health & Safety Code §25192, with seventy-five percent (75%) of
21 these funds remitted by Dr. Leeman to the State of California's Office of Environmental Health
22 Hazard Assessment and the remaining twenty-five percent (25%) shall be retained by Dr. Leeman
23 as provided by California Health & Safety Code §25249.12(d). Dr. Leeman shall bear all
24 responsibility for apportioning and paying to the State of California the appropriate sums paid in
25 accordance with this Section.

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

27 The Parties acknowledge that Dr. Leeman and her counsel offered to resolve this dispute
28 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving

1 this fee and cost issue to be resolved after the material terms of the agreement had been settled.
2 Defendant then expressed a desire to resolve the fee and cost issue shortly after the other
3 settlement terms had been finalized. The Parties then reached an accord on the compensation due
4 to Dr. Leeman and her counsel under the private attorney general doctrine codified at California
5 Code of Civil Procedure §1021.5 for all work performed in reaching and finalizing this Consent
6 Judgment. Under the private attorney general doctrine, Defendant shall reimburse Dr. Leeman
7 and her counsel for fees and costs incurred as a result of investigating, bringing this matter to
8 Defendant's attention, and negotiating a settlement in the public interest. Defendant shall pay Dr.
9 Leeman and her counsel \$17,500 for all attorneys' fees, expert and investigation fees, litigation,
10 and related costs. The payment shall be made payable to "HIRST & CHANLER LLP" and shall
11 be delivered within five business days of Defendant's receipt of Notice of Entry of Judgment and
12 Order, at the following address:

13 HIRST & CHANLER LLP
14 Attn: Proposition 65 Controller
15 2560 Ninth Street
16 Parker Plaza, Suite 214
17 Berkeley, CA 94710-2565

18 **5. RELEASE OF ALL CLAIMS**

19 **5.1 Dr. Leeman's Release of Defendant**

20 In further consideration of the promises and agreements herein contained, and for the
21 payments to be made pursuant to Sections 3 and 4, Dr. Leeman on behalf of herself, her past and
22 current agents, representatives, attorneys, successors, and/or assignees, and in the interest of the
23 general public, hereby waives all rights to institute or participate in, directly or indirectly, any
24 form of legal action and releases all claims, including, without limitation, all actions, and causes
25 of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,
26 penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and
27 attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent
28 (collectively "claims"), against Defendant and each of its downstream customers, owners,
purchasers, users, parent companies, corporate affiliates, subsidiaries, and their respective officers,

1 directors, attorneys, representatives, shareholders, agents, insurers and employees, and sister and
2 parent entities (collectively "releasees") relating to the Products. This release is limited to those
3 claims that arise under Proposition 65, as such claims relate to Defendant's alleged failure to warn
4 about exposures to the Listed Chemical contained in the Products.

5 The Parties further understand and agree that this release shall not extend upstream to any
6 entities that manufactured the Products or any component parts thereof, or any distributors or
7 suppliers who sold the Products or any component parts thereof to Defendant.

8 **5.2 Defendant's Release of Dr. Leeman**

9 Defendant waive any and all claims against Dr. Leeman, her attorneys, and other
10 representatives for any and all actions taken or statements made (or those that could have been
11 taken or made) by Dr. Leeman and her attorneys and other representatives, whether in the course
12 of investigating claims or otherwise seeking enforcement of Proposition 65 against them in this
13 matter, and/or with respect to the Products.

14 **6. COURT APPROVAL**

15 This Consent Judgment is not effective until it is approved and entered by the court and
16 shall be null and void if, for any reason, it is not approved and entered by the court within one
17 year after it has been fully executed by all Parties.

18 **7. SEVERABILITY**

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

22 **8. ATTORNEYS' FEES**

23 In the event that, after the execution of this Consent Judgment: (1) a dispute arises with
24 respect to any provision of this Consent Judgment; or (2) Dr. Leeman takes reasonable and
25 necessary steps to enforce the terms of this Consent Judgment, the prevailing Party shall be
26 entitled to reasonable attorneys' fees and costs. In the event that, after the execution of this
27 Consent Judgment Defendant seek modification of this Consent Judgment pursuant to Section 14
28 below, Dr. Leeman shall be entitled to her reasonable attorneys' fees and costs pursuant to CCP

1 §1021.5 incurred in obtaining Court approval of the modification.

2 **9. GOVERNING LAW**

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

9 **10. NOTICES**

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

14 To Defendant:

15 Donovan Chin
16 PERFUMANIA, INC.
17 251 International Parkway
18 Sunrise, Florida 33325

19 with a copy to:

20 Melodie K. Larsen
21 RINTALA, SMOOT, JAENICKE & REES LLP
22 10351 Santa Monica Blvd, Suite 400
23 Los Angeles, California 90025-6937

24 To Dr. Leeman:

25 Proposition 65 Coordinator
26 HIRST & CHANLER LLP
27 2560 Ninth Street
28 Parker Plaza, Suite 214
Berkeley, CA 94710-2565

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

1 **11. 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
4 same document.
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6 **12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

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

9 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

10 Dr. Leeman and Defendant agree to mutually employ their best efforts to support the entry
11 of this agreement as a Consent Judgment and obtain approval of the Consent Judgment by the
12 court in a timely manner. The Parties acknowledge that, pursuant to California Health & Safety
13 Code §25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment.
14 Accordingly, Plaintiff agrees to file a Motion to Approve the Agreement (“Motion”). Defendant
15 shall have no additional responsibility to Plaintiff’s counsel pursuant to Code of Civil Procedure
16 §1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with respect to
17 the preparation and filing of the Motion or with regard to Plaintiff’s counsel appearing for a
18 hearing thereon.
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20 **14. MODIFICATION**

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

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

<p style="text-align: center;">AGREED TO:</p> <p>Date: <u>7/26/07</u></p> <p>By: <u><i>Whitney Leeman</i></u> Plaintiff, WHITNEY R. LEEMAN, Ph.D.</p>	<p style="text-align: center;">AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Defendant, PERFUMANIA, INC.</p>
<p style="text-align: center;">APPROVED AS TO FORM:</p> <p>Date: <u>8/13/07</u></p> <p style="text-align: center;">HIRST & CHANLER LLP</p> <p>By: <u><i>Aparna L. Reddy</i></u> Aparna L. Reddy Attorneys for Plaintiff WHITNEY R. LEEMAN, Ph.D.</p>	<p style="text-align: center;">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p style="text-align: center;">RINTALA, SMOOT, JAENICKE & REES LLP</p> <p>By: _____ Melodie K. Larsen Attorneys for Defendant PERFUMANIA, INC.</p>

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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15. AUTHORIZATION

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

<p style="text-align: center;">AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Plaintiff, WHITNEY R. LEEMAN, Ph.D.</p>	<p style="text-align: center;">AGREED TO:</p> <p>Date: <u>8-10-07</u></p> <p>By: <u><i>Dawn Ch</i></u> Defendant, PERFUMANIA, INC.</p>
<p style="text-align: center;">APPROVED AS TO FORM:</p> <p>Date: _____</p> <p style="text-align: center;">HIRST & CHANLER LLP</p> <p>By: _____ Aparna L. Reddy Attorneys for Plaintiff WHITNEY R. LEEMAN, Ph.D.</p>	<p style="text-align: center;">APPROVED AS TO FORM:</p> <p>Date: <u>8-10-07</u></p> <p style="text-align: center;">RINTALA, SMOOT, JAENICKE & REES LLP</p> <p>By: <u><i>Melodie K Larsen</i></u> Melodie K. Larsen Attorneys for Defendant PERFUMANIA, INC.</p>

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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Exhibit A

If Defendant elects to use the warning symbol system set forth in Sections 2.1(b)(i) or (ii), Defendant will use the following Designated Symbol [Yellow Triangle] to identify Products containing the Listed Chemical which are sold through its catalogs or on its website:

