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APPLEBEE'S INTERNATIONAL, INC.

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

17
18 WHITNEY R. LEEMAN, Ph.D.,

19 Plaintiff,

20 v.

21 APPLEBEE'S INTERNATIONAL, INC., and
22 DOES 1 through 150

23 Defendants.
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Case No. 07AS01823

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

1 **1. INTRODUCTION**

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

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

10 **1.3 Defendant.** Applebee’s is a defendant named in the complaint, and is a
11 corporation that employs more than 10 persons. Its subsidiary, Gourmet Systems of California,
12 Inc., manufactures, distributes and/or sells Products as defined in Section 1.5 in the State of
13 California or has done so in the past. All references to the actions, activities and/or omissions of
14 Applebee’s in this matter, for the purposes of this Consent Judgment, include the actions,
15 activities and/or omissions of the franchisees and licensees of Applebee’s.

16 **1.4 General Allegations.** Plaintiff alleges that Applebee’s has manufactured,
17 distributed and/or sold in the State of California certain flame-broiled hamburgers, including the
18 100% Angus Burger, containing benz[a]anthracene, benzo[a]pyrene, benzo[b]fluoranthene,
19 benzo[k]fluoranthene, and indeno[1,2,3-cd]pyrene, which are chemicals listed pursuant to the
20 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code
21 § 25249.5 *et seq.*, also known as Proposition 65, to cause cancer. Benz[a]anthracene,
22 benzo[a]pyrene, benzo[b]fluoranthene, benzo[k]fluoranthene, and indeno[1,2,3-cd]pyrene, shall
23 be referred to herein as the “Listed Chemicals.” Plaintiff alleges that consumption of these flame-
24 broiled hamburgers would thereby expose consumers of that product to the Listed Chemicals in
25 violation of Proposition 65.

26 **1.5 Product Descriptions.** The products that are covered by this Consent Judgment
27 are defined as follows: flame-broiled hamburgers containing the Listed Chemicals,
28 manufactured, sold and/or distributed by Applebee’s or any subsidiary or successor of Applebee’s

1 (and/or any Franchisees, as defined in Section 1.6, below, and licensees of Applebee's or a
2 successor of Applebee's) in California. Such products collectively are referred to herein as the
3 "Products."

4 **1.6 Franchisees.** A franchisee of Applebee's or any successor to Applebee's that
5 owns or operates any restaurant(s) under the name "Applebee's Neighborhood Grill & Bar" or
6 "Applebee's" in California is defined as a "Franchisee" for the purposes of this Consent
7 Judgment. As of the date this Consent Judgment is fully executed by the Parties ("Execution
8 Date"), a complete list of Franchisees is listed in Exhibit A (the Franchisees listed in Exhibit A
9 are collectively referred to as the "Current Franchisees"). If, after the Execution Date,
10 Applebee's or a successor to Applebee's enters into a franchise agreement with an entity not
11 currently a Franchisee or with an entity that does not have a subsidiary, parent or sister company,
12 division or affiliate that is currently a Franchisee, such an entity (a "Future Franchisee") shall also
13 be deemed a "Franchisee" pursuant to this Consent Judgment. Applebee's shall provide an
14 updated list of all Franchisees to the Plaintiff within two weeks after the one year anniversary of
15 the Effective Date.

16 **1.7 Notices of Violation.** On January 17, 2007, Leeman served Applebee's and
17 various public enforcement agencies with documents, entitled "60-Day Notice of Violation"
18 ("Notice"), that provided Applebee's and such public enforcers with notice that alleged that
19 Applebee's was in violation of Health & Safety Code §25249.6 for failing to warn purchasers that
20 certain Products that it sold expose users in California to the Listed Chemicals.

21 **1.8 Complaint.** On April 13, 2007, Leeman filed a complaint (hereafter referred to as
22 the "Complaint" or the "Action") in the Superior Court for the County of Sacramento against
23 Applebee's, and Does 1 through 150, alleging violations of Health & Safety Code § 25249.6
24 based on the alleged exposures to the Listed Chemicals contained in the Products sold by
25 Applebee's.

26 **1.9 No Admission.** Applebee's denies the material factual and legal allegations
27 contained in Plaintiff's Notice and Complaint and maintains that all products that it has sold and
28 distributed in California, including the Products, have been and are in compliance with all laws.

1 Nothing in this Consent Judgment shall be construed as an admission by Applebee's of any fact,
2 finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or
3 be construed as an admission by Applebee's of any fact, finding, conclusion, issue of law or
4 violation of law. However, this section shall not diminish or otherwise affect the obligations,
5 responsibilities and duties of Applebee's under this Consent Judgment.

6 1.10 **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties
7 stipulate that this Court has jurisdiction over the Parties and concerning the alleged violations at
8 issue and personal jurisdiction over Applebee's as to the acts alleged, that venue is proper in the
9 County of Sacramento, and that this Court has jurisdiction to enter this Consent Judgment and to
10 enforce the provisions thereof.

11 1.11 **Effective Date.** For purposes of this Consent Judgment, the "Effective Date" shall
12 be sixty (60) days after the Court approves and enters this Consent Judgment.

13 **2. INJUNCTIVE RELIEF**

14 2.1 **Preliminary Statement.** This Consent Judgment applies to all restaurants owned
15 and operated in California by Applebee's or any successor of Applebee's under the name
16 "Applebee's Neighborhood Grill & Bar" or "Applebee's" ("Company Restaurants"), now or in
17 the future. After the Effective Date, any Products containing the Listed Chemicals shall not be
18 sold in any Company Restaurants unless such Products are sold in compliance with Sections 2.2
19 and 2.3.

20 This Consent Judgment also applies to all restaurants owned or operated by a Franchisee
21 in California ("Franchisee Restaurants"), now or in the future.

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

26 2.2 **Warnings**

27 2.2.1 **Warning Message.** The warning message provided under any of the
28 permitted warning methods in Section 2.2.2 shall be one of the following:

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WARNING

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

or

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.

2.2.2 Warning Methods.

(i) Restaurant Interior. A warning shall be provided in the restaurant through the posting of a sign that meets or substantially complies with the criteria set forth below.

A warning shall be set forth on a sign at least 5 1/2 inches high by 8 1/2 inches wide, with the word "WARNING" centered one half of an inch from the top of the sign in ITC Garamond bold condensed type face or a similar font in all capital letters of five-sixths of an inch in size. 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 at least 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 or a similar font. For the body of the warning message, left and right margins of at least seven-sixteenths of an inch, and a bottom margin of at least one-half inch shall be observed. Larger signs shall bear substantially the same proportions of type size and spacing to sign dimension as the sign 5 1/2 inches high by 8 1/2 inches wide.

At least one sign must be placed in each Company Restaurant or Franchisee Restaurant as follows:

- (a) located on a wall in the foyer area next to a door that leads into the restaurant such that the top of the warning is between 48 and 72 inches from the ground; or
- (b) located at any other place that is reasonably likely to be seen and read by customers entering the restaurant to order food

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and by Applebee's employees during the ordinary course of business; and

- (c) not located at any of the following locations: on an entrance or exit door, on a window, on a restroom door, in a restroom, in a hallway that leads only to restrooms, or on a refuse container.

(ii) Warnings for Curbside Takeaway. For any Company Restaurant or Franchisee Restaurant offering curbside takeaway service, a warning shall be provided for the Products through one or both of the following methods:

- (a) By placing the warning on or inside one or more of the bag(s), box(es), or other container(s) in which the Products are packaged or served. This warning shall meet or substantially comply with the following criteria: The warning shall contain the word "WARNING" in at least 1/4-inch high capital letters and the remainder of the warning message set out in Section 2.2.1 in letters that are at least three-sixteenth of an inch high.
- (b) By posting a notice with the warning message set out in Section 2.2.1 within 35 feet of any edge of each parking space specifically reserved for curbside takeaway service. The notice shall be posted so that the top of the notice is at a height of 36 to 100 inches above the ground. This warning shall meet or substantially comply with the following criteria: A posted notice shall be 100 square inches, shall contain the word "WARNING" in at least one-inch capital letters, and shall contain the remainder of the warning message set out in Section 2.2.1 in letters that are at least

1 1/2-inch high and lower case letters that are at least 1/4-inch
2 high.

3 2.2.3 **Timing.** The warnings specified in Section 2.2 regarding Company
4 Restaurants must be provided on or before the Effective Date. The warnings specified in Section
5 2.2 regarding Franchisee Restaurants must be provided on or before the Current Franchisee
6 Compliance Date(s) and the Future Franchisee Compliance Date(s) (as applicable), as those terms
7 are defined in Sections 2.4.1 and 2.4.2, respectively.

8 2.3 **Compliance Review.**

9 2.3.1 **Applebee's.** Beginning on the Effective Date and continuing for three
10 years thereafter, Applebee's shall perform a compliance review of its Company Restaurants at
11 least once a year during which it owns or operates any restaurants in California to determine
12 whether it is in compliance with all of the requirements of Sections 2.1 and 2.2 of this Consent
13 Judgment with respect to those restaurants. A compliance review shall be documented and shall
14 note at a minimum, on a per restaurant basis: any deficiencies regarding compliance with Section
15 2.2, the date those deficiencies were discovered, and the date by which the deficiencies were
16 corrected. All documentation regarding this compliance review shall be retained by Applebee's
17 for at least one year. Applebee's shall be deemed to be in compliance with Sections 2.1 and 2.2 if
18 it corrects any deficiencies noted during the review, or otherwise brought to its attention by any
19 person in writing at any time, within thirty (30) days of such notice.

20 2.3.2 **Franchisees.** Beginning on the Current Franchisee Compliance Date or
21 Future Franchisee Compliance Date, as applicable, and continuing for three years thereafter, a
22 Franchisee shall perform a compliance review of its Franchisee Restaurants at least once during
23 each year in which it operates any Franchisee Restaurants to determine whether it is in
24 compliance with Sections 2.1 and 2.2 with respect to its Franchisee Restaurants. A compliance
25 review shall be documented and shall note at a minimum, on a per restaurant basis: any
26 deficiencies regarding compliance with Section 2.2, the date those deficiencies were discovered,
27 and the date by which the deficiencies were corrected. All documentation regarding this
28 compliance review shall be retained by the Franchisee for at least one year. A Franchisee shall be

1 deemed to be in compliance with Sections 2.1 and 2.2 if it corrects any deficiencies noted during
2 the review, or otherwise brought to its attention by any person in writing at any time, within thirty
3 (30) days of such notice.

4 **2.4 Implementation of Warnings for Franchisee Restaurants.**

5 2.4.1 Current Franchisees. On or before the Effective Date, Applebee's shall
6 send a letter to all Current Franchisees advising them as to the entry of the Consent Judgment and
7 providing them a copy of the Consent Judgment. This letter shall inform the Franchisees that
8 they are released from Covered Claims (as defined in Section 5.1) so long as they comply with
9 the Consent Judgment's requirements in Section 2. In addition, the letter shall inform the
10 Franchisees that in order to be covered under the release regarding the Covered Claims, they must
11 comply with Section 2 within sixty (60) days of receipt of the letter referenced in this section (the
12 "Current Franchisee Compliance Date").

13 2.4.2 Future Franchisees. Applebee's shall notify any Future Franchisees as to
14 the entry of the Consent Judgment by one or both of the following methods set forth below. The
15 deadline by which a Future Franchisee shall comply with Section 2, as set forth in subsections
16 2.4.2(a) and (b), below, shall be referred to as the "Future Franchisee Compliance Date."

17 (a) Applebee's shall send a letter to any Future Franchisee
18 within sixty (60) days of an executed franchisee agreement with respect to such Franchisee. The
19 letter shall advise such Franchisee as to the entry of the Consent Judgment and provide it a copy
20 of the Consent Judgment. This letter shall inform the Franchisee that it is released from Covered
21 Claims so long as it complies with the Consent Judgment's requirements in Section 2. In
22 addition, the letter shall inform the Franchisee that in order to be covered under the release
23 regarding the Covered Claims, it must comply with Section 2 within sixty (60) days of receipt of
24 the letter referenced in this section or by the first day that the Franchisee begins business
25 operations at its Franchisee Restaurant, whichever is later.

26 (b) Applebee's shall deliver to any Future Franchisee its
27 Uniform Franchise Offering Circular ("UFOC"), which will summarize the requirements of
28 Section 2 of the Consent Judgment. In addition, Applebee's shall indicate in the UFOC that a

1 Franchisee is released from the Covered Claims so long as it complies with the Consent
2 Judgment's requirements in Section 2, and that in order to be covered under the release regarding
3 the Covered Claims, a Franchisee must comply with Section 2 within sixty (60) days of an
4 executed franchise agreement with respect to such Franchisee or by the first day that such
5 Franchisee begins business operations at its Franchisee Restaurant, whichever is later.

6 **2.5 Scope of Warnings.**

7 Nothing in this Consent Judgment requires Applebee's to ensure that any Franchisee
8 comply with the requirements set out in Section 2. In the event that the release under Section 5.1
9 is terminated with respect to any Franchisee, as provided in Section 15, this Consent Judgment
10 shall continue in full force and effect with respect to Applebee's and any other Releasees.

11 Nothing in this Consent Judgment requires that warnings be given for Products sold to
12 consumers outside the State of California.

13 **3. MONETARY PAYMENTS.**

14 **3.1 Payments Pursuant to Health & Safety Code § 25249.7(b).** Pursuant to
15 Health & Safety Code Section 25249.7(b), Applebee's shall pay a total of twenty-five thousand
16 dollars (\$25,000) within ten (10) days of the Execution Date as civil penalties. This payment
17 shall be made payable to "Hirst & Chanler LLP in Trust For Whitney R. Leeman," and shall be
18 delivered to Plaintiff's counsel at the following address:

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

23 After Court approval of this Consent Judgment pursuant to Section 6, the \$25,000 sum shall be
24 apportioned by Plaintiff in accordance with Health & Safety Code §25192, with 75% of these
25 funds remitted to the State of California's Office of Environmental Health Hazard Assessment
26 and the remaining 25% of these monies retained by Plaintiff as provided by Health & Safety
27 Code § 25249.12(d). Plaintiff shall bear all responsibility for apportioning and paying to the State
28 of California the appropriate amounts paid in accordance with this section.

1 wholesalers, licensors, licensees, Franchisees, auctioneers, retailers, dealers, customers, owners,
2 purchasers, users, parent company, corporate affiliates, subsidiaries and their respective officers,
3 directors, attorneys, representatives, shareholders, agents, representatives, insurers and employees
4 (collectively, "Releasees") arising under Proposition 65 or any other statutory, common law or
5 other claim that was or could have been asserted based on the facts alleged in the Complaint or
6 based on alleged exposures to any of the Listed Chemicals in the Products at any Company
7 Restaurant or Franchisee Restaurant (collectively, "Covered Claims"). In the event that any
8 Franchisee fails to comply with Section 2, the release may be terminated as to that Franchisee, as
9 provided in Section 15; provided however, that the Consent Judgment, including but not limited
10 to this section, shall remain in full force and effect as to all other Releasees. In the event that the
11 release under this Section is terminated with respect to any Franchisee, no other Releasee,
12 including but not limited to Applebee's, shall be liable for any Claims that may arise from or
13 relate to such Franchisee's failure to comply with this Consent Judgment or for any other Covered
14 Claims regarding such Franchisee.

15 It is specifically understood and agreed that the Parties and the Court intend that
16 compliance with the terms of this Consent Judgment resolves all issues and liability, now and in
17 the future, concerning a Releasee's compliance with the requirements of Proposition 65 as to the
18 Listed Chemicals in or on the Products.

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

23 6. COURT APPROVAL

24 This Consent Judgment is not effective until it is approved and entered by the Court and
25 shall be null and void if it is not approved and entered by the Court within one year after it has
26 been fully executed by all Parties, in which event any monies that have been provided to Plaintiff
27 or her counsel pursuant to Section 3 and Section 4 above shall be refunded within fifteen (15)
28 days. In the event that this Consent Judgment is not entered within one year due to one or more

1 of the following occurrences, this provision will be tolled as follows: if an appeal is entered from
2 the entry of the Consent Judgment, this provision will be tolled during the pendency of the
3 appeal; and/or if the Court takes the motion to approve the consent judgment under submission,
4 this 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 Applebee's brings a motion to modify the Consent
14 Judgment, Applebee's will not be entitled to recover any costs or attorneys' fees incurred in
15 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 Applebee's shall have no further obligations pursuant to this Consent
21 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 on either Party by the other at the addresses listed
26 below. Either Party, from time to time, may specify a change of address to which all notices and
27 other communications shall be sent.

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<p>1 For Plaintiff:</p> <p>2</p> <p>3 Whitney R. Leeman c/o Hirst & Chanler LLP 4 2560 Ninth Street Parker Plaza, Suite 214 5 Berkeley, CA 94710-2565</p>	<p>For Applebee's International, Inc.:</p> <p>Applebee's International, Inc. c/o Trenton H. Norris Bingham McCutchen LLP Three Embarcadero Center San Francisco, CA 94111-4067</p>
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7 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

19 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

20 The Parties shall mutually employ their best efforts to support the entry of this Agreement
21 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely
22 manner. The Parties acknowledge that, pursuant to Health & Safety Code § 25249.7, a noticed
23 motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties
24 agree to file a Joint Motion to Approve the Agreement ("Joint Motion"), the first draft of which
25 counsel for Applebee's shall prepare, within a reasonable period of time after the Execution Date
26 (*i.e.*, not to exceed fifteen (15) days unless otherwise agreed to by the Parties' counsel based on
27 unanticipated circumstances). Plaintiff's counsel shall prepare a declaration in support of the
28 Joint Motion which shall, *inter alia*, set forth support for the fees and costs to be reimbursed

1 pursuant to Section 4. Applebee's shall have no additional responsibility to Plaintiff's counsel
2 pursuant to C.C.P. § 1021.5 or otherwise with regard to reimbursement of any fees and costs
3 incurred with respect to the preparation and filing of the Joint Motion and its supporting
4 declaration or with regard to Plaintiff's counsel appearing for a hearing or related proceedings
5 thereon.

6 **14. MODIFICATION**

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

13 **15. TERMINATION OF RELEASE**

14 In the event that Plaintiff seeks to terminate the release in Section 5.1 with respect to a
15 Franchisee that Plaintiff alleges to have failed to comply with Section 2, Plaintiff shall provide
16 sixty days' written notice to the affected Franchisee, with a copy to Applebee's. The Franchisee
17 shall have the right during the sixty-day notice period to dispute and resolve Plaintiff's allegations
18 through an informal meet and confer which shall be conducted in good faith. The release in
19 Section 5.1 shall continue to remain in effect with respect to the affected Franchisee during the
20 sixty-day notice period provided under this section. If the Franchisee and Plaintiff are unable to
21 resolve Plaintiff's allegations informally, Plaintiff shall have the right to notify such Franchisee of
22 the termination of the release provision in Section 5.1 with respect to it. Plaintiff shall copy
23 Applebee's on such notice. Upon such notice, the Franchisee shall have the right to file a motion
24 in this Court or otherwise seek relief from the Court to reinstate the release provision under
25 Section 5.1 as to it. For the purposes of this Consent Judgment, Plaintiff stipulates to the
26 jurisdiction of this Court regarding such a dispute and further stipulates that venue is proper in the
27 County of Sacramento. In the event that Plaintiff is the prevailing party in connection with a
28 Court proceeding under this section, Plaintiff shall be entitled to costs and attorneys' fees from

1 the Franchisee at issue. In the event that the Franchisee is the prevailing party in connection with
 2 a Court proceeding under this section, the Franchisee shall be entitled to costs and attorneys' fees
 3 from Plaintiff, and shall be entitled to have the release in Section 5.1 reinstated as to it.
 4 Applebee's shall have no obligation with regard to reimbursement of attorneys' fees and costs of
 5 Plaintiff concerning matters covered under this section.

6 **16. APPLICATION OF CONSENT JUDGMENT**

7 This Consent Judgment shall apply to, be binding upon, and inure to the benefit of the
 8 Parties hereto, their divisions, subdivisions and subsidiaries, and the successors or assigns of any
 9 of them.

10 **17. AUTHORIZATION**

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

14 **AGREED TO:**

AGREED TO:

15 **Date:** 10/24/07

Date: _____

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

By: _____
 Defendant Applebee's International, Inc.

18 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

19 **Date:** 10/25/07

Date: _____

20 **HIRST & CHANLER LLP**

BINGHAM MCCUTCHEN LLP

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

By: Trenton H. Norris
 24 Attorneys for Defendant
 25 APPLEBEE'S INTERNATIONAL, INC.

26 **IT IS SO ORDERED.**

27 **Date:** _____

28 _____
 JUDGE OF THE SUPERIOR COURT

1 the Franchisee at issue. In the event that the Franchisee is the prevailing party in connection with
2 a Court proceeding under this section, the Franchisee shall be entitled to costs and attorneys' fees
3 from Plaintiff, and shall be entitled to have the release in Section 5.1 reinstated as to it.
4 Applebee's shall have no obligation with regard to reimbursement of attorneys' fees and costs of
5 Plaintiff concerning matters covered under this section.

6 **16. APPLICATION OF CONSENT JUDGMENT**

7 This Consent Judgment shall apply to, be binding upon, and inure to the benefit of the
8 Parties hereto, their divisions, subdivisions and subsidiaries, and the successors or assigns of any
9 of them.

10 **17. AUTHORIZATION**

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

14 AGREED TO:

AGREED TO:

15 Date: _____

15 Date: 10/24/07

16 By: _____
17 Plaintiff Whitney R. Leeman

16 By: Jelena Aiden
17 Defendant Applebee's International, Inc.

18 APPROVED AS TO FORM:

APPROVED AS TO FORM:

19 Date: _____

20 Date: _____

21 HIRST & CHANLER LLP

BINGHAM MCCUTCHEN LLP

22 By: _____
23 David S. Lavine
24 Attorneys for Plaintiff
25 WHITNEY R. LEEMAN

22 By: _____
23 Trenton H. Norris
24 Attorneys for Defendant
25 APPLEBEE'S INTERNATIONAL, INC.

26 **IT IS SO ORDERED.**

27 Date: _____

28 JUDGE OF THE SUPERIOR COURT

1 the Franchisee at issue. In the event that the Franchisee is the prevailing party in connection with
2 a Court proceeding under this section, the Franchisee shall be entitled to costs and attorneys' fees
3 from Plaintiff, and shall be entitled to have the release in Section 5.1 reinstated as to it.
4 Applebee's shall have no obligation with regard to reimbursement of attorneys' fees and costs of
5 Plaintiff concerning matters covered under this section.

6 **16. APPLICATION OF CONSENT JUDGMENT**

7 This Consent Judgment shall apply to, be binding upon, and inure to the benefit of the
8 Parties hereto, their divisions, subdivisions and subsidiaries, and the successors or assigns of any
9 of them.

10 **17. AUTHORIZATION**

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

14 **AGREED TO:**

AGREED TO:

15 Date: _____

Date: _____

16 By: _____
17 Plaintiff Whitney R. Leeman

16 By: _____
17 Defendant Applebee's International, Inc.

18 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

19 Date: _____

19 Date: 10/24/07

20 **HIRST & CHANLER LLP**

BINGHAM MCCUTCHEN LLP

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

21 By: Trenton H. Norris
22 Trenton H. Norris
23 Attorneys for Defendant
24 APPLEBEE'S INTERNATIONAL, INC.

25 **IT IS SO ORDERED.**

26 Date: _____

27 _____
28 JUDGE OF THE SUPERIOR COURT

EXHIBIT A

EXHIBIT A
List of Current Franchisees

Apple AB Enterprises, Inc.

Apple American Group LLC

Apple By The Bay, Inc.

Apple Core Enterprises, Inc.

Apple-Bay East, Inc.

C.J.K. Associates, LLC (fka Christian J. Knox and Associates, Inc.)

Calabee's, Inc.

Delaware North Companies Travel Hospitality Services, Inc.

Golden West Restaurants, Inc.

R&D Restaurant Enterprises, Inc.

Spectrum Apple, L.P.

West Coast Management, LLC