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8 Attorneys for Plaintiff  
9 Whitney R. Leeman, Ph.D.

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO  
12 UNLIMITED CIVIL JURISDICTION  
13

14 WHITNEY R. LEEMAN, Ph.D.,  
15 Plaintiff,

16 v.

17 INDIANA GLASS COMPANY, LANCASTER  
18 COLONY CORPORATION; and DOES 1  
through 150,

19 Defendants.  
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ENDORSED  
FILED  
San Francisco County Superior Court

DEC 16 2005

GORDON PARK-LI, Clerk  
BY: ERICKA LARNAUTI  
Deputy Clerk

Case No. CGC-04-437017

*EL*  
**[PROPOSED] ORDER PURSUANT  
TO TERMS OF CONSENT  
JUDGMENT**

Date: December 16, 2005

Time: 9:30 A.M.

Dept.: 301

Judge: Hon. James L. Warren

A. JAMES ROBERTSON, II

**[PROPOSED] ORDER PURSUANT TO TERMS OF CONSENT JUDGMENT**

1 In the above-entitled action, Plaintiff WHITNEY R. LEEMAN, Ph.D. and Defendant  
2 INDIANA GLASS COMPANY and LANCASTER COLONY CORPORATION, having agreed  
3 through their respective counsel that judgment be entered pursuant to the terms of the Stipulation  
4 and [Proposed] Order Re: Consent Judgment ("Consent Judgment") entered into by the above-  
5 referenced parties and attached hereto as **Exhibit A**; and after consideration of the papers  
6 submitted and the arguments presented, the Court finds that the settlement agreement set out in  
7 the attached Consent Judgment meets the criteria established by Senate Bill 471, in that:

- 8 1. The health hazard warning that is required by the Consent Judgment complies with  
9 Health & Safety Code § 25249.7 (as amended by Senate Bill 471);
- 10 2. The reimbursement of fees and costs to be paid pursuant to the parties' Consent  
11 Judgment is reasonable under California law; and
- 12 3. The civil penalty amount to be paid pursuant to the parties' Consent Judgment is  
13 reasonable,

14 IT IS HEREBY ORDERED that judgment be entered in this case, in accordance with the  
15 terms of the Consent Judgment, attached hereto as **Exhibit A**.

16 IT IS SO ORDERED.

17 Dated: December 16, 2005

**A. JAMES ROBERTSON, II**  
~~Hon. James L. Warren~~ **A. JAMES ROBERTSON, II**  
JUDGE OF THE SUPERIOR COURT

**EXHIBIT A**

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Whitney R. Leeman, PhD.

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Attorneys for Defendants  
Indiana Glass Company

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

WHITNEY R. LEEMAN,

Plaintiff,

v.

INDIANA GLASS COMPANY;  
LANCASTER COLONY  
CORPORATION; and DOES 1 through  
150,  
Defendants.

Case No. CGC-04-437017

STIPULATION AND [PROPOSED]  
ORDER RE: CONSENT JUDGMENT

## **1. INTRODUCTION**

**1.1 Plaintiff and Settling Defendant.** This Consent Judgment is entered into by and between plaintiff Whitney R. Leeman (hereafter "Leeman" or "Plaintiff") and INDIANA GLASS COMPANY and LANCASTER COLONY CORPORATION (hereafter "Indiana Glass"), with Plaintiff and Indiana Glass collectively referred to as the "Parties" and Leeman and Indiana Glass each being a "Party."

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

**1.3 General Allegations.** Plaintiff alleges that Indiana Glass has manufactured, distributed and/or sold in the State of California double rocks and other glassware products with colored artwork, designs or markings on the exterior surface with materials that contain lead and/or cadmium that are listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.5 et seq., also known as Proposition 65, to cause cancer and birth defects (or other reproductive harm). Lead and/or cadmium shall be referred to herein as "Listed Chemicals."

**1.4 Product Descriptions.** The products that are covered by this Consent Judgment are defined as follows: drink ware products manufactured, sold and/or distributed by Indiana Glass with colored artwork, designs or markings on the exterior surface including, by way of example and without limitation, drink ware products contained in the items listed at Exhibit A. Such products collectively are referred to herein as the "Products." Indiana Glass may, within thirty (30) days from the date of this Agreement amend Exhibit A to add products, by giving Leeman written notice of said amendment. In that instance Indiana Glass shall comply with the entirety of this agreement in relation to the added products.

**1.5 Notices of Violation.** Beginning on September 3, 2004, Leeman served Indiana Glass and various public enforcement agencies with documents, entitled “60-Day Notice of Violation” (“Notice”) that provided Indiana Glass and such public enforcers with notice that alleged that Indiana Glass was in violation of Health & Safety Code § 25249.6 for failing to warn purchasers that certain products that it sold expose users in California to lead and/or cadmium.

**1.6 Complaint.** On December 10, 2004, Leeman, in the interest of the general public in California, filed a complaint (hereafter referred to as the “Complaint” or the “Action”) in the Superior Court for the City and County of San Francisco against Indiana Glass and Does 1 through 150, alleging violations of Health & Safety Code § 25249.6 based on the alleged exposures to one or more of the Listed Chemicals contained in certain products sold by Indiana Glass.

**1.7 No Admission.** Indiana Glass denies the material factual and legal allegations contained in Plaintiff’s Notices and Complaint and maintains that all products that it has sold and distributed in California including the Products have been and are in compliance with all laws. Nothing in this Consent Judgment shall be construed as an admission by Indiana Glass of any fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by Indiana Glass of any fact, finding, conclusion, issue of law or violation of law. However, this section shall not diminish or otherwise affect the obligations, responsibilities and duties of Indiana Glass under this Consent Judgment.

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

1.9 **Effective Date.** For purposes of this Consent Judgment, "Effective Date" shall be April 29, 2005.

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

### **2.1 WARNINGS AND REFORMULATION OBLIGATIONS**

(a) **Required Warnings.** After the Effective Date, Indiana Glass shall not transmit to any retailer (or any other entity) to sell or offer for sale in California any Products containing the Listed Chemicals, unless warnings are given in accordance with one or more provisions in subsection 2.2 below.

(b) **Exceptions.** The warning requirements set forth in subsections 2.1(a) and 2.2 below shall not apply to:

- (i) any Products manufactured before the Effective Date, or
- (ii) Reformulated Products as defined in subsection 2.3 below.

### **2.2 CLEAR AND REASONABLE WARNINGS**

(a) **Product Labeling.** A warning is affixed to the packaging, labeling or directly to or on a Product by Indiana Glass, its agent, or the manufacturer, importer, or distributor of the Product that states:

**WARNING: The materials used as colored decorations on the exterior of this product contain lead and cadmium, chemicals known to the State of California to cause birth defects or other reproductive harm.**

Warnings issued for Products pursuant to this subsection shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions of use or purchase. Any changes to the language or format of the warning required by this subsection 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 (15) days is given to Plaintiff for the opportunity to comment; or (3) Court approval.

(b) **Point-of-Sale Warnings.** Indiana Glass may execute its warning obligations, where applicable, through arranging for the posting of signs at retail outlets in the State of California at which Products are sold, in accordance with the terms specified in subsections 2.2(b).

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

**WARNING: The materials used as colored decorations on the exterior of this product contain lead and cadmium, chemicals known to the State of California to cause birth defects or other reproductive harm.**

**or**

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

**or**

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

*[Insert list of Products by brand name and description]*



(ii) A point of sale warning provided pursuant to subsection 2.2(b)(i) shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions of use or purchase and shall be placed or written in a manner such that the consumer understands to which *specific* Products the warnings apply so as to minimize if not eliminate the chances that an overwarning situation will arise. Any changes to the language or format of the warning required for Products by this subsection 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 (15) days is given to Plaintiff for the opportunity to comment; or (3) Court approval.

(iii) If Indiana Glass intends to utilize point of sale warnings to comply with this Consent Judgment, it must provide notice as required by this Consent Judgment to each retailer to whom Indiana Glass ships the Products for sale in California and obtain the written consent of such retailer before shipping the Products. Such notice shall include a copy of this Consent Judgment and any required warning materials (including, as appropriate, signs and/or stickers). If Indiana Glass has obtained the consent of a retailer, Indiana Glass shall not be found to have violated this Consent Judgment if it has complied with the terms of this Consent Judgment and has proof that it transmitted the requisite warnings in the manner provided herein.

**2.3 REFORMULATION STANDARDS:** Products satisfying the conditions of section 2.3(a) or 2.3(b) are referred to as "Reformulated Products" and are defined as follows:

(a) If the colored artwork, designs or markings on the exterior surface of the Product do not extend into the top 20 millimeters of the ware (*i.e.*, below the exterior portion of the lip and rim area as defined by American Society of Testing and

Materials Standard Test Method C 927-99, hereinafter the "Lip and Rim Area"), produce a test result no higher than 1.0 micrograms (ug) of lead and 4.0 micrograms (ug) of cadmium using a Ghost Wipe™ test applied on the decorated portions of the surface of the Product performed as outlined in NIOSH method no. 9100, such Product is a Reformulated Product. In determining whether the a specific Ghost Wipe™ test is in compliance, generally applicable quality assurance/quality control procedures shall apply, including the consideration of any contamination found in blanks ; or

(b) If the colored artwork, designs or markings on the exterior surface of the Product contain six one-hundredths of one percent (0.06%) lead by weight or less or twenty-four one-hundredths of one percent (0.24%) cadmium by weight or less as measured at Indiana Glass's option, either before or after the material is fired onto (or otherwise affixed to) the Product, using a sample size of the materials in question measuring approximately 50-100 mg and a test method of sufficient sensitivity to establish a limit of quantification (as distinguished from detection) of less than 600 parts per million ("ppm"), such Product is a Reformulated Product.

**2.4 REFORMULATION COMMITMENT.** By entering into this Stipulation and Consent Judgment, Indiana Glass hereby commits that as a continuing matter of corporate policy, Indiana Glass intends to undertake good faith efforts, taking into consideration Indiana Glass's operational and product licensing restrictions, to ensure that the Products as identified in Exhibit A shall qualify as Reformulated Products, as defined in ¶2.3, with the commitment to reach 80% (eighty percent) or more Reformulated Products for the Products identified in Exhibit A on or before one year from the Effective Date, and the commitment to make commercially reasonable efforts thereafter to reach 100% (one-hundred percent) Reformulated Products.

### **3. MONETARY PAYMENTS.**

**3.1 Penalties Pursuant to Health & Safety Code § 25249.7(b).** Pursuant to Health & Safety Code Section 25249.7(b), Indiana Glass shall pay \$25,000.00 in civil

penalties. The penalty payment shall be made payable to "Chanler Law Group in Trust For Whitney R. Leeman," and shall be delivered to Plaintiff's counsel within 15 days of the Effective Date, at the following address:

CHANLER LAW GROUP  
Attn: Clifford A. Chanler  
71 Elm Street, Suite 8  
New Canaan, CT 06840

(a) In the event that Indiana Glass pays any penalty and the Consent Judgment is not thereafter approved and entered by the Court, Leeman shall return any penalty funds paid under this agreement within fifteen (15) days of receipt of a written request from Indiana Glass following notice of the issuance of the Court's decision.

(b) The Parties agree that Indiana Glass's potential interest in and ability to acquire and market Reformulated Products is to be accounted for in this section and, since it is not a remedy provided for by law, the absence of Indiana Glass previously acquiring, manufacturing, marketing or selling Reformulated Products is not relevant to the establishment of a penalty amount pursuant to section 3.1 above.

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

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

4.1 The Parties acknowledge that Plaintiff and his counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to

them, thereby leaving this fee issue to be resolved after the material terms of the agreement had been settled. Indiana Glass then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on the compensation due to Plaintiff and his counsel under the private attorney general doctrine codified at Code of Civil Procedure § 1021.5 for all work performed through the Effective Date of the Agreement. Under the private attorney general doctrine codified at Code of Civil Procedure § 1021.5, Indiana Glass shall reimburse Plaintiff and his counsel for fees and costs, incurred as a result of investigating, bringing this matter to Indiana Glass's attention, litigating and negotiating a settlement in the public interest. Indiana Glass shall pay Plaintiff and his counsel \$50,000.00 for any and all attorneys' fees, expert and investigation fees, and litigation costs. The payment shall be made payable to the "Chanler Law Group" and shall be delivered to Plaintiff's counsel within 15 days of the effective date, at the following address:

CHANLER LAW GROUP  
Attn: Clifford A. Chanler  
71 Elm Street, Suite 8  
New Canaan, CT 06840

4.2 Except as specifically provided in this Consent Judgment, Indiana Glass shall have no further obligation with regard to reimbursement of Plaintiff's attorney's fees and costs with regard to the Products covered in this Action.

## **5. RELEASE OF ALL CLAIMS**

5.1 **Plaintiff's Release of Indiana Glass.** In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to sections 3 and 4, Plaintiff, on behalf of herself, his past and current agents, representatives, attorneys, successors and/or assignees, and in the interest of the general public, hereby waives all rights to institute or participate in, directly or indirectly, any

form of legal action and release all claims, including, without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (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 Indiana Glass and each of its manufacturers, distributors, wholesalers, licensors, licensees, auctioneers, retailers dealers, customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries and their respective officers, directors, attorneys, representatives, shareholders, agents, subsidiaries, divisions, departments and employees (collectively, "Indiana Glass Releasees") arising under the facts as alleged in the complaint and specifically any claim under Proposition 65, Business & Professions Code § 17200 et seq. and Business & Professions Code § 17500 et seq., related to the facts raised in the complaint or Indiana Glass's or Indiana Glass Releasees' alleged failure to warn about exposures to or identification of Listed Chemicals contained in the Products.

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

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

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

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

**5.2 Indiana Glass's Release of Plaintiff.** Indiana Glass waives all rights to institute any form of legal action against Plaintiff, or his attorneys or representatives, for all actions taken or statements made by Plaintiff and his attorneys or representatives, in the course of seeking enforcement of Proposition 65, Business & Professions Code §§ 17200 *et seq.* or Business & Professions Code §§ 17500 *et seq.* in this Action.

## **6. COURT APPROVAL**

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

## **7. SEVERABILITY**

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

## **8. ATTORNEYS' FEES**

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

#### **9. GOVERNING LAW**

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

#### **10. NOTICES**

All correspondence and notices required to be provided pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-class, registered, certified mail, return receipt requested or (ii) overnight courier on either Party by the other at the following addresses. (Either Party, from time to time, may, pursuant to the methods prescribed above, specify a change of address to which all future notices and other communications shall be sent.)

To Indiana Glass:

David Segal, General Counsel  
Lancaster Colony  
37 West Broad Street  
Columbus, OH 45242

With a copy to:

Fred M. Blum, Esq.  
Bassi, Martini Edlin & Blum LLP  
351 California Street, Suite 200  
San Francisco, CA 94104

To Plaintiff:

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

**11. NO ADMISSIONS**

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

**12. 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.

**13. 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 two (2) 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 City and County of San Francisco unless the Court allows a shorter period of time.



#### **14. ADDITIONAL POST EXECUTION ACTIVITIES**

The 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 in a timely manner. The 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 Parties agree to file a Joint Motion to Approve the Agreement ("Joint Motion"), the first draft of which Indiana Glass's counsel shall prepare, within a reasonable period of time after the Execution Date (*i.e.*, not to exceed thirty (30) days unless otherwise agreed to by the Parties' counsel based on unanticipated circumstances). 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. Indiana Glass shall have no additional responsibility to Plaintiff's counsel pursuant to C.C.P. § 1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with respect to the preparation and filing of the Joint Motion and its supporting declaration or with regard to Plaintiff's counsel appearing for a hearing or related proceedings thereon.

#### **15. MODIFICATION**

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

**16. 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.

**AGREED TO:**

Date: 5/9/05

By: *Whitney Leeman*  
Plaintiff Whitney R. Leeman

**AGREED TO:**

Date:

By:  
Defendant INDIANA GLASS COMPANY

**AGREED TO:**

Date:

By:  
Defendant LANCASTER COLONY

**16. 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.

AGREED TO:

Date:

By:  
Plaintiff Whitney R. Leeman

AGREED TO:

Date: 5-11-05

By: *David M. Hugel, Secretary*  
Defendant INDIANA GLASS COMPANY

AGREED TO:

Date: 5-11-05

By: *David M. Hugel Secretary*  
Defendant LANCASTER COLONY

APPROVED AS TO FORM:

Date: 5/12/05

CHANLER LAW GROUP

By: 

Clifford A. Chanler  
Attorneys for Plaintiff  
WHITNEY R. LEEMAN

APPROVED AS TO FORM:

Date:

Bassi, Martini, Edlin & Blum LLP

By:

Fred M. Blum, Esq.  
Attorney for Defendant  
INDIANA GLASS COMPANY

**IT IS SO ORDERED.**

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

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

APPROVED AS TO FORM:

Date:

CHANLER LAW GROUP

By:

Clifford A. Chanler  
Attorneys for Plaintiff WHITNEY R. LEEMAN

APPROVED AS TO FORM:

Date: 5/13/05

Bassi, Martini, Edlin & Blum LLP

By:

Fred M. Blum, Esq.  
Attorney for Defendant  
INDIANA GLASS COMPANY

IT IS SO ORDERED.

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

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

## Exhibit A

All drink ware, including those described below with colored designs and/or artwork on the exterior. The size and SKU numbers below are descriptive only. All drink ware with the below logos, regardless of design, size and form are covered by this agreement.

Tabasco Glassware 4 Double Rocks, 14 oz. (#30614; #0 43289 30614 2)

Coke Cooler, 16oz. Snowflakes B (#31036, 31037)

Pepsi Logo Glasses, 14, 16, 18 and 32 oz. (#3134-5, 3194-5, 3197-9, 31400, 31404-5, 31408)

A&W Logo Glasses, 14 and 20 oz. (30988-9)

1 Daniel Bornstein (State Bar No. 181711)  
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8 Attorneys for Plaintiff  
9 Whitney R. Leeman, Ph.D.

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO  
12 UNLIMITED CIVIL JURISDICTION  
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14 WHITNEY R. LEEMAN, PH.D.,

15 Plaintiff,

16 v.

17 INDIANA GLASS COMPANY; LANCASTER  
18 COLONY CORPORATION; and DOES 1  
through 150,

19 Defendants.

Case No. CGC-04-437017

*EW*  
**[PROPOSED] JUDGMENT  
PURSUANT TO TERMS OF  
CONSENT JUDGMENT**

Date: December 16, 2005

Time: 9:30 A.M.

Dept.: 301

Judge: Hon. ~~James L. Warren~~

A. JAMES ROBERTSON, Jr.

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**[PROPOSED] JUDGMENT PURSUANT TO TERMS OF CONSENT JUDGMENT**

**ENDORSED  
FILED**  
San Francisco County Superior Court

DEC 16 2005

GORDON PARK-LI, Clerk  
BY: ERICKA LARNAUTI  
Deputy Clerk

1 In the above-entitled action, Plaintiff WHITNEY R. LEEMAN, Ph.D. and Defendants  
2 INDIANA GLASS COMPANY and LANCASTER COLONY CORPORATION, having agreed  
3 through their respective counsel that judgment be entered pursuant to the terms of the Stipulation  
4 and [Proposed] Order Re: Consent Judgment ("Consent Judgment") entered into by the parties,  
5 and after issuing an Order Approving Proposition 65 Settlement Agreement and Consent  
6 Judgment on December 16, 2005.

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

10 **IT IS SO ORDERED.**

11 Dated: December 16, 2005

A. JAMES ROBERTSON, II  
Hon. ~~James L. Warren~~ A. JAMES ROBERTSON, II  
JUDGE OF THE SUPERIOR COURT