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Attorneys for Defendants
MONOGRAM INTERNATIONAL, INC. and
UNITED PACIFIC DISTRIBUTORS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE CITY AND COUNTY OF SAN FRANCISCO

UNLIMITED CIVIL JURISDICTION

WHITNEY R. LEEMAN, PH.D Plaintiff, v. MONOGRAM INTERNATIONAL, INC. UPD, INC.; UNITED PACIFIC DISTRIBUTORS, INC.; and DOES 1 through 150, Defendants.	Case No. CGC-05-446-008 **STIPULATION AND [PROPOSED] ORDER RE: CONSENT JUDGMENT**

1. INTRODUCTION

1.1 The Parties

This Consent Judgment is entered into by and between plaintiff Whitney R. Leeman, Ph.D. (hereinafter "Leeman" or "Plaintiff") and defendants Monogram International, Inc. and United Pacific Distributors, Inc. (hereinafter "Defendants"), with Leeman and Defendants collectively referred to as the "Parties."

1.2 Plaintiff

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

1.3 Defendants

Defendants each employ ten or more persons and is a person in the course of doing business for purposes of Proposition 65.

1.4 General Allegations

Leeman alleges that Defendants have manufactured, distributed and/or sold in the State of California certain mugs and other ceramic containers intended for the consumption of food or beverages with colored artwork or designs (containing lead) on the exterior. Lead is listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§25249.5 et seq. ("Proposition 65"), as a chemical known to the State of California to cause birth defects and other reproductive harm. Lead shall be referred to herein as the "Listed Chemical."

1.5 Product Description

The products that are covered by this Consent Judgment are defined as follows: mugs and other ceramic containers intended for the consumption of food or beverages with colored artwork or designs (containing lead) on the exterior. All such mugs and other ceramic containers intended for the consumption of food or beverages with colored artwork or designs (containing lead) on the exterior shall be referred to herein as the "Products."

///

1.6 **Notices of Violation**

On or about August 18, 2005, Leeman served Defendants and various public enforcement agencies with a document entitled "60-Day Notice of Violation" (the "Notice") that provided Defendants and such public enforcers with notice that alleged that Defendants were in violation of California Health & Safety Code §25249.6 for failing to warn consumers and customers that the Products that Defendants sold exposed users in California to the Listed Chemical.

1.7 **Complaint**

On October 25, 2005, Leeman, who is acting 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 in and for the City and County of San Francisco against Monogram International, Inc., UPD, Inc., United Pacific Distributors, and Does 1 through 150, alleging violations of Health & Safety Code §25249.6 based on the alleged exposures to the Listed Chemical contained in the Products sold by Defendants.

1.8 **No Admission**

Defendants deny the material factual and legal allegations contained in Leeman's Notice and Complaint and maintain that all products that they have 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 Defendants of any fact, finding, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by Defendants of any fact, finding, conclusion, issue of law or violation of law, such being specifically denied by Defendants. However, this Section shall not diminish or otherwise affect the obligations, responsibilities and duties of Defendants under this Consent Judgment.

1.9 **Consent to Jurisdiction**

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over Defendants as to the allegations contained in the Complaint, that venue is proper in the County of San Francisco and that this Court has jurisdiction to enter and enforce the provisions of this Consent Judgment.

1.10 **Effective Date**

For purposes of this Consent Judgment, the term "Effective Date" shall mean August 23, 2006.

2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION

2.1 After the Effective Date, Defendants shall not sell, ship or offer to be shipped for sale in California Products containing the Listed Chemical unless such Products are sold or shipped with the clear and reasonable warnings set out in Section 2.2 or comply with the Reformulation Standards set forth in Section 2.3.

Any warning issued for Products pursuant to this Section 2.2 below 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 before purchase or, for Products shipped directly to an individual in California, before use.

2.2 **Product Warnings**

(a) **Clear and Reasonable Warnings**. This Section describes Defendants' options for satisfying the warning obligations required by Section 2.1, depending, in part, on the manner of sale:

(i) **Retail Store Sales**

(1) **Product Labeling**. From the Effective Date, a warning will be affixed to the packaging, labeling or directly on the Product by Defendants or their agents, that states:

WARNING: The materials used on this product contains lead, a chemical known to the State of California to cause birth defects and other reproductive harm

(2) **Point-of-Sale Warnings**. Defendants may perform their warning obligations by insuring to the greatest extent possible that signs are posted at retail outlets in the State of California where the Products are sold. Defendants must receive a written commitment from each retailer to whom Defendants sells Products directly that it will post the warning signs. Point-of-sale warnings shall be provided through one or more signs posted in

close proximity to the point of display of the Products that state:

> **WARNING**: The materials used on this product contains lead, a chemical known to the State of California to cause birth defects and other reproductive harm.

A point-of-sale warning shall be provided in a manner such that the consumer understands to which specific Products the warning applies.[1]

(ii) **Mail Order Catalog and Internet Sales**. Defendants shall satisfy their warning obligations for Products that are sold by mail order catalog or from the internet to California residents, by providing a warning: (a) in the mail order catalog and/or on the website; or (b) with the Product when it is shipped to an address in California. Warnings given in the mail order catalog or on the website shall identify the specific Product to which the warning applies as further specified in Sections 2.2.1(b)(i), (ii) and/or (iii) as applicable:

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

> **WARNING**: The materials used on this product contains lead, a chemical known to the State of California to cause birth defects and other reproductive harm.

Where it is impracticable to provide the warning on the same page and in the same location as the display and/or description of the Product, Defendants may utilize a designated symbol to cross reference the applicable warning ("Designated Symbol") and shall provide the following language on the inside of the front cover of the catalog or on the same page as any order form for the Product(s):

> **WARNING**: The materials used on certain products identified with this symbol [Designated Symbol] and offered for sale in this catalog contain lead, a chemical known to the State of California to cause birth defects and other reproductive harm.

The Designated Symbol (shown on Exhibit A attached hereto) must appear on the same

[1] The *specific* identification referenced here and in Section 2.2.1(b) must provide the product name and model number so as to minimize if not eliminate the chances that an overwarning situation will arise.

page and in close proximity to the display and/or description of the Product. On each page where the Designated Symbol appears, Defendants must provide a header or footer directing the consumer to the warning language and definition of the Designated Symbol.

If Defendants elect to provide warnings in the mail order catalog, then the warnings must be included in all catalogs offering to sell one or more Products printed after September 15, 2006.

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

> **WARNING:** The materials used on this product contains lead, a chemical known to the State of California to cause birth defects and other reproductive harm.

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

> **WARNING:** Products identified on this page with the following symbol use materials that contains lead, a chemical known to the State of California to cause birth defects and other reproductive harm: [show Designated Symbol]

(3) **Package Insert or Label**. For all Products sold by catalog or via the internet, a warning may be provided with the Product when it is shipped directly to an individual in California, by either: (a) affixing the following warning language to the packaging, labeling or directly to a specific Product;[2] (b) inserting a warning card measuring at least 4" x 6"

[2] A warning statement or sticker placed on the bottom of the product packaging is deemed an inadequate warning for purposes of this Consent Judgment.

in the shipping carton which contains the following warning language;[3] or (c) by placing the following warning statement on the packing slip or customer invoice on the line directly below the description of the Product on the packing slip or customer invoice:

> **WARNING:** The materials used on this product contains lead, a chemical known to the State of California to cause birth defects and other reproductive harm.

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

> **WARNING:** The materials used in the following product(s) contains lead, a chemical known to the State of California to cause birth defects or other reproductive harm: [list products for which warning is given].

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

(b) **Exceptions**

The warning requirements set forth in Section 2.2.1 shall not apply to:

(1) Any Products shipped by one or more of the Defendants to a third party before the Effective Date; or

(2) Reformulated Products (as defined in Section 2.3 below).

2.3 **Reformulation Standards**

The Products which meet the reformulation standards set forth in 2.3(a)-(b) shall be deemed "Reformulated Products," and be exempt from any Proposition 65 warning requirements under Sections 2.2.

For purposes of this section, the following definitions apply:

"Exterior Decorations" is defined as all colored artwork, designs and/or markings on the

[3] If more than one product is in the shipping carton and the warning does not apply to all products in that carton, then the warning card or slip shall be supplied in a manner which distinguishes between the Products for which it is being given and any items to which it does not apply.

exterior surface of the Covered Product.

"Lip and Rim Area" is defined as the exterior top 20 millimeters of a hollowware Glassware or Ceramicware Food/Beverage Product, as defined by American Society of Testing and Materials Standard Test Method C927-99.

"No Detectable lead or cadmium" shall mean that neither lead nor cadmium is detected at a level above two one-hundredths of one percent (0.02%) of lead or eight one-hundredths of one percent (0.08%) of cadmium by weight, respectively, 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 quantitation of less than 200 ppm.[4]

(i) **Decorating Material Content-Based Standard.** The Exterior Decorations, exclusive of the Lip and Rim Area, must only utilize decorating materials that contain six one-hundredths of one percent (0.06%) of lead by weight or less and forty-eight one-hundredths of one percent (0.48%) of cadmium by weight or less, as measured either before or after the material is fired onto (or otherwise affixed to) the Product, using EPA Test Method 3050B.[5]

(ii) **Lip and Rim Area Exterior Decoration.** If the Ceramicware Food/Beverage Product contains Exterior Decorations in the Lip and Rim Area:

(1) Any Exterior Decorations that extend into the Lip and Rim Area must only utilize decorating materials that contain No Detectable lead or cadmium or

(2) The Ceramicware Food/Beverage Product must yield a test result showing a concentration level of 0.5 ug/ml or less of lead and a result of 4.0 ug/ml or less of cadmium using ASTM method C 927-99.[6]

2.4 **Reformulation Commitment**

Defendants hereby commit that all Products that they offer for sale in California after July

[4] If the decoration is tested after it is affixed to the Covered Product, the percentage of the Listed Chemical by weight must relate only to the decorating material and must not include any quantity attributable to non-decorating material (*e.g.*, the glass substrate).

[5] If the decoration is tested after it is affixed to the Covered Product, the percentage of the Listed Chemical by weight must relate only to the decorating material and must not include any quantity attributable to non-decorating material (*e.g.*, the ceramicware substrate).

[6] This subsection 2.3.2(b)(ii) is only appropriate for ceramic hollowware.

1, 2007 shall qualify as Reformulated Products.

3. MONETARY PAYMENTS

3.1 Penalties Pursuant to Health & Safety Code §25249.7(b)

The total civil penalty shall be $100,000, which shall be paid by Defendants as set forth herein. Pursuant to Health & Safety Code §25249.7(b), Defendants shall each pay the $100,000 in civil penalties in two installments. Each Defendant shall pay $10,000 into the Fulbright & Jaworski L.L.P. Client Trust Fund on or before August 31, 2006, for a total payment of $20,000, which shall be delivered to plaintiff's counsel within two days after service by electronic mail on counsel for Defendants of notice of approval of this Consent Judgment by the court. The second installment, consisting of a payment of $40,000 per defendant shall be payable July 25, 2007. The second payment shall be waived in the event that the defendant liable for the payment certifies in writing under penalty of perjury with supporting facts and documentation, not later than July 8, 2007, that it has complied with the Reformulation Commitment set forth in Section 2.4. Payments pursuant to this section 3.1 shall be made payable to "HIRST & CHANLER LLP in Trust For Whitney R. Leeman" and shall be delivered to plaintiff's counsel at the following address:

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

3.2 Apportionment of Penalties Received

All penalty monies received shall be apportioned by Leeman in accordance with Health & Safety Code §25192, with 75% of these funds remitted by Leeman to the State of California's Office of Environmental Health Hazard Assessment and the remaining 25% of these penalty monies retained by Leeman as provided by Health & Safety Code §25249.12(d). Leeman 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

The Parties acknowledge that Leeman and her 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. Defendants 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 Leeman and her counsel under the private attorney general doctrine codified at California Code of Civil Procedure §1021.5 for all work performed through the Court's approval of this agreement. Under the private attorney general doctrine, Defendants shall reimburse Leeman and her counsel for fees and costs incurred as a result of investigating, bringing this matter to Defendants' attention, litigating and negotiating a settlement in the public interest and seeking the Court's approval of the settlement agreement. Defendants shall each pay Leeman and her counsel $22,500, for a total of payment of $45,000 for all attorneys' fees, expert and investigation fees, litigation and related costs. The payments shall be paid into the Fulbright & Jaworski L.L.P. Client Trust Fund on or before August 31, 2006 by defendants, and shall be delivered to plaintiff's counsel within two days after service by electronic mail on counsel for Defendants of notice of approval of this Consent Judgment by the court at the following address:

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

5. RELEASE OF ALL CLAIMS

5.1 Release of Defendants and Downstream Customers

In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4, Leeman, on behalf of herself, her 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 releases all claims, including, without limitation, all actions, and 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 Defendants and their distributors, wholesalers, licensors, licensees, auctioneers, retailers, franchisees, dealers, customers, owners, purchasers, users, parent companies, corporate affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives, shareholders, agents, and employees, and sister and parent entities, including but not limited to Monogram Products (Hong Kong), Ltd. (collectively "Releasees"). This release is limited to those claims that arise under Proposition 65, as such claims relate to alleged failure to warn about exposures to or identification of the Listed Chemical contained in the Products sold by Defendants.

This Consent Judgment is a full, final, and binding resolution between the Leeman and Defendants, and their Releasees of any violation of Proposition 65, regarding exposure to lead and cadmium arising in connection with the manufacture, sale, distribution, or use of Covered Products sold by Defendants and their Releasees prior to the Effective Date, or any claim based on the facts or conduct alleged in the Complaint, or facts similar to those alleged, whether based on actions committed by Defendants or their Releasees. It is specifically understood and agreed that the Parties intend that Defendants' compliance with the terms of this Consent Judgment resolves all issues and liability, now and in the future (so long as Defendants complies with the terms of the Consent Judgment) concerning Defendants and its Releasees' compliance with the requirements of Proposition 65 as to the Listed Chemicals in the Products sold by Defendants.

5.2 **Defendants' Release of Leeman**

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

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 her counsel pursuant to Section 3 and/or Section 4 above, shall be refunded within fifteen (15) days after receiving written notice from Defendants that the one-year period has expired.

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 AND COSTS

Except as specifically provided herein, each party shall be responsible for its own attorney's fees, expert fees, investigative and other costs of litigation, and taxable costs.

In the event that, after Court approval, any dispute arises with respect to any provision of this Consent Judgment or Defendants or any third party seeks modification of this Consent Judgment the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

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, then Defendants shall provide written notice to Leeman of any asserted change in the law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Products are so affected.

10. NOTICES

Unless specified herein, 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 or certified mail) return receipt requested; or (ii) overnight courier on any Party by the other party at the following addresses:

To Defendants:

///

Jeffrey B. Margulies
FULBRIGHT & JAWORSKI L.L.P.
555 South Flower Street, 41st Floor
Los Angeles, CA 90071

To Leeman:

Proposition 65 Controller
HIRST & CHANLER LLP
2560 Ninth Street
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.

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)

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

13. ADDITIONAL POST EXECUTION ACTIVITIES

Leeman and Defendants agree to 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, Plaintiff agrees to file a Motion to Approve the Agreement ("Motion") within a reasonable period of time after the execution date. Plaintiff's counsel shall prepare a declaration in support of the Motion which shall, inter alia, set forth support for the fees and costs to be reimbursed pursuant to section 4. Defendants shall have no additional responsibility to Plaintiff's counsel pursuant to Code of Civil Procedure §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 thereon.

14. MODIFICATION

This Consent Judgment may be modified only: (1) by written agreement of the Parties and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion of any Party and 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.

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.

AGREED TO:

Date: _____

By: _____
Plaintiff Whitney R. Leeman, Ph.D.

AGREED TO:

Date: _____

By: _____
Defendant Monogram International, Inc.

AGREED TO:
Date: 8/23/06

By: _____
Defendant United Pacific Distributors, Inc.

APPROVED AS TO FORM:

Date: _____

HIRST & CHANLER LLP

By: _____
Laralei S. Paras
Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D

APPROVED AS TO FORM:

Date: _____

FULBRIGHT & JAWORSKI L.L.P.

By: _____
Jeffrey B. Margulies
Attorneys for Defendants
MONOGRAM INTERNATIONAL, INC. and UNITED PACIFIC DISTRIBUTORS, INC.

IT IS SO ORDERED.

Date: _____

_____
JUDGE OF THE SUPERIOR COURT

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.

AGREED TO:

Date: _____

By: _____
Plaintiff Whitney R. Leeman, Ph.D.

AGREED TO:

Date: 23 August 2006

By: _____
Defendant Monogram International, Inc.

AGREED TO:
Date: _____

By:
Defendant United Pacific Distributors, Inc.

APPROVED AS TO FORM:

Date: _____

HIRST & CHANLER LLP

By: _____
Laralei S. Paras
Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D

APPROVED AS TO FORM:

Date: _____

FULBRIGHT & JAWORSKI L.L.P.

By: _____
Jeffrey B. Margulies
Attorneys for Defendants
MONOGRAM INTERNATIONAL, INC.
and UNITED PACIFIC DISTRIBUTORS, INC.

IT IS SO ORDERED.

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By: _____
Defendant Monogram International, Inc.

AGREED TO:

Date: _____

By:
Defendant United Pacific Distributors, Inc.

APPROVED AS TO FORM:

Date: _____

HIRST & CHANLER LLP

By: _____
Laralei S. Paras
Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D

APPROVED AS TO FORM:

Date: 8/29/06

FULBRIGHT & JAWORSKI L.L.P.

By: _____
Jeffrey P. Margulies
Attorneys for Defendants
MONOGRAM INTERNATIONAL, INC. and UNITED PACIFIC DISTRIBUTORS, INC.

IT IS SO ORDERED.

Date: _____

_____
JUDGE OF THE SUPERIOR COURT

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AGREED TO:

Date: 8/27/06

By: Whitney Leeman
Plaintiff Whitney R. Leeman, Ph.D.

AGREED TO:

Date: _____

By: _____
Defendant Monogram International, Inc.

AGREED TO:
Date: _____

By:
Defendant United Pacific Distributors, Inc.

APPROVED AS TO FORM:

Date: 8-29-06

HIRST & CHANLER LLP

By: _____
Lalalei S. Paras
Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D

APPROVED AS TO FORM:

Date: _____

FULBRIGHT & JAWORSKI L.L.P.

By: _____
Jeffrey B. Margulies
Attorneys for Defendants
MONOGRAM INTERNATIONAL, INC.
and UNITED PACIFIC DISTRIBUTORS, INC.

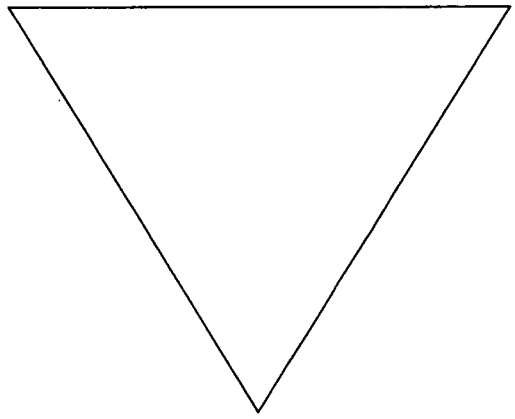
IT IS SO ORDERED.

Date: _____

_____
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

The designated symbol that Defendants will use to identify Products containing the Listed Chemical which are sold through their catalogs or on their websites is:



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AGREED TO:

Date: 8/27/06

By: Whitney Leeman
Plaintiff Whitney R. Leeman, Ph.D.

AGREED TO:

Date: _____

By: _____
Defendant Monogram International, Inc.

AGREED TO:
Date: _____

By:
Defendant United Pacific Distributors, Inc.

APPROVED AS TO FORM:

Date: 8-29-06

HIRST & CHANLER LLP

By: _____
Laralei S. Paras
Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D

APPROVED AS TO FORM:

Date: _____

FULBRIGHT & JAWORSKI L.L.P.

By: _____
Jeffrey B. Margulies
Attorneys for Defendants
MONOGRAM INTERNATIONAL, INC.
and UNITED PACIFIC DISTRIBUTORS, INC.

IT IS SO ORDERED.

Date: _____

_____
JUDGE OF THE SUPERIOR COURT

15. AUTHORIZATION

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AGREED TO:

Date: _____

By: _____
Plaintiff Whitney R. Leeman, Ph.D.

AGREED TO:

Date: 23 August 2006

By: _____
Defendant Monogram International, Inc.

AGREED TO:

Date: _____

By:
Defendant United Pacific Distributors, Inc.

APPROVED AS TO FORM:

Date: _____

HIRST & CHANLER LLP

By: _____
Laralei S. Paras
Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D

APPROVED AS TO FORM:

Date: _____

FULBRIGHT & JAWORSKI L.L.P.

By: _____
Jeffrey B. Margulies
Attorneys for Defendants
MONOGRAM INTERNATIONAL, INC. and UNITED PACIFIC DISTRIBUTORS, INC.

IT IS SO ORDERED.

Date: _____

_____
JUDGE OF THE SUPERIOR COURT

15. AUTHORIZATION

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Date: _____

By: _____
Plaintiff Whitney R. Leeman, Ph.D.

AGREED TO:

Date: _____

By: _____
Defendant Monogram International, Inc.

AGREED TO:

Date: 8/23/06

By: _____
Defendant United Pacific Distributors, Inc.

APPROVED AS TO FORM:

Date: _____

HIRST & CHANLER LLP

By: _____
Laralei S. Paras
Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D

APPROVED AS TO FORM:

Date: _____

FULBRIGHT & JAWORSKI L.L.P.

By: _____
Jeffrey B. Margulies
Attorneys for Defendants
MONOGRAM INTERNATIONAL, INC. and UNITED PACIFIC DISTRIBUTORS, INC.

IT IS SO ORDERED.

Date: _____

_____
JUDGE OF THE SUPERIOR COURT

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.

AGREED TO:

Date: _____

By: _____
Plaintiff Whitney R. Leeman, Ph.D.

AGREED TO:

Date: _____

By: _____
Defendant Monogram International, Inc.

AGREED TO:
Date: _____

By:
Defendant United Pacific Distributors, Inc.

APPROVED AS TO FORM:

Date: _____

HIRST & CHANLER LLP

By: _____
Laralei S. Paras
Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D

APPROVED AS TO FORM:

Date: 8/29/06

FULBRIGHT & JAWORSKI L.L.P.

By: _____
Jeffrey B. Margulies
Attorneys for Defendants
MONOGRAM INTERNATIONAL, INC. and UNITED PACIFIC DISTRIBUTORS, INC.

IT IS SO ORDERED.

Date: _____

_____
JUDGE OF THE SUPERIOR COURT