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

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10

11 Attorneys for Defendants
NUGGET MARKET, INC.
And STILLE CO.
12

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE CITY AND COUNTY OF SAN FRANCISCO
15 UNLIMITED CIVIL JURISDICTION
16

17 WHITNEY R. LEEMAN, Ph.D.,

18 Plaintiff,

19 v.

20 NUGGET MARKET, INC.; STILLE CO.;
and DOES 1 through 150, inclusive,
21

22 Defendants.
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CASE NO. [CASE NO.]

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

1 **1. INTRODUCTION**

2 **1.1 Whitney R. Leeman, Ph.D. And Nugget Market, Inc.**

3 This Stipulation for Consent Judgment ("Consent Judgment") is entered into by and
4 between Whitney R. Leeman, Ph.D. (hereinafter "Leeman") on the one hand, and Nugget Market,
5 Inc., and Stille Co., (cumulative hereinafter "Nugget") on the other hand, with Leeman and
6 Nugget individually referred to as a "Party" and collectively referred to as the "Parties."

7 **1.2 Plaintiff**

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

11 **1.3 Defendants**

12 Nugget Market, Inc. employs ten (10) or more persons and is a person in the course of
13 doing business for purposes of Proposition 65.

14 **1.4 General Allegations**

15 Leeman alleges, inter alia, that Nugget has stocked, distributed and/or sold in the State of
16 California certain (a) glass soda bottles intended for the consumption of food or beverages with
17 colored artwork or designs (that contain lead) on the exterior; (b) oil bottles and other glass
18 containers intended for the consumption of food and/or beverages with colored artwork or designs
19 (that contain lead) on the exterior; and (c) mugs and other ceramic containers intended for the
20 consumption of food or beverage with colored artwork or designs (that contain lead) on the
21 exterior. Lead is listed pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986,
22 California Health & Safety Code §§25249.5 et seq. ("Proposition 65"), as a chemical known to
23 the State of California to cause birth defects and other reproductive harm. Lead shall be referred
24 to herein as the "Listed Chemical."

25 **1.5 Covered Products**

26 The products that are covered by this Consent Judgment are defined as follows: glass soda
27 bottles intended for the consumption of food or beverages with artwork, designs, or markings
28 (that contain lead) on the exterior; glass oil bottles and other glass containers intended for the

1 consumption of food and/or beverages with exterior with artwork, designs, or markings (that
2 contain lead) on the exterior; and mugs and other ceramic containers intended for the
3 consumption of food or beverage with artwork, designs, or markings (that contain lead) on the
4 exterior. The products covered by this Consent Judgment include, but are not limited to, the
5 products identified in Exhibit A to this Consent Judgment. The above-referenced items shall
6 collectively be referred to herein as the “Products.”

7 **1.6 Notices of Violation**

8 On or about July 14, 2006, Leeman served Nugget and various public enforcement
9 agencies with a document entitled “60-Day Notice of Violation” that provided Nugget and such
10 public enforcers with notice alleging, inter alia, that Nugget was in violation of California Health
11 & Safety Code §25249.6 for failing to warn consumers and employees that certain glass bottled
12 sodas that Nugget distributed, stored, and /or made for sale exposed users in California to the
13 Listed Chemical. Then, on or about November 7, 2006, Leeman served Nugget with a
14 “Supplemental 60-Day Notice of Violation” alleging the presence of the Listed Chemical in
15 certain other glassware and ceramic products that Nugget distributed, stored and/or made for sale
16 to consumers in California without appropriate warnings, causing consumer and occupational
17 exposures in violation of California Health & Safety Code §25249.6. The July 14, 2006, notice
18 and the November 7, 2006, notice shall collectively be referred to herein as the “Notices.”

19 **1.7 Complaint**

20 On March 14, 2007, Leeman, who is acting in the interest of the general public in
21 California, will file a complaint (hereafter referred to as the “Complaint” or the “Action”) in the
22 Superior Court in and for the City and County of San Francisco against Nugget Market, Inc.,
23 Stille Co., and Does 1 through 150, alleging violations of Health & Safety Code §25249.6 based
24 on the alleged exposures to the Listed Chemicals contained in the Products sold by Defendant.

25 **1.8 No Admission**

26 Nugget denies the material factual and legal allegations contained in Leeman’s Notices
27 and maintains that all products that it has distributed, stored and/or sold in California, including
28 the Products, have been and are in compliance with all laws. Accordingly, nothing in this

1 Consent Judgment shall be construed as an admission by Nugget of any fact, finding, issue of
2 law, or violation of law, nor shall compliance with this Consent Judgment constitute or be
3 construed as an admission by Nugget of any fact, finding, conclusion, issue of law or violation of
4 law, such being specifically denied by Nugget. However, this Section shall not diminish or
5 otherwise affect the obligations, responsibilities and duties of Nugget under this Consent
6 Judgment.

7 **1.9 Consent to Jurisdiction**

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

12 **1.10 Effective Date**

13 For purposes of this Consent Judgment, the term "Effective Date" shall mean March 14,
14 2007.

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

16 **2.1** After the Effective Date, Nugget shall not knowingly sell Products containing the
17 Listed Chemical unless such Products are sold with the clear and reasonable warnings set out in
18 Section 2.2 or comply with the Reformulation Standards set forth in Section 2.3.

19 **2.2 Product Warnings**

20 **2.2.1** Clear and Reasonable Warnings. This Section describes Nugget's options
21 for satisfying the warning obligations required by Section 2.1, depending, in part, on the manner
22 of sale of the Product:

23 **(a) Retail Store Sales**

24 **(i) Product Labeling.** A warning may be given by affixing the
25 following language to either the packaging, labeling or directly on the Product by Nugget or its
26 agent, the manufacturer, the decorator, the importer, or the distributor that states:

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

Any warning issued for Products pursuant to this subsection 2.2.1(a)(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 prior to purchase or use.

Any changes to the manner, delivery, language or format of the warning required by this subsection 2.2.1 (a)(i), above, shall only be made following: (1) written approval from the California Attorney General's Office; or (2) Court approval.

(ii) Point-of-Sale Warnings. Nugget may perform its warning obligations by insuring that signs are posted at its retail outlets in the State of California where the Products are sold. 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 as colored decorations on the exterior of this product contain 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.

Any warning issued for Products pursuant to this subsection 2.2.1(a)(ii) above 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 prior to purchase or use.

Any changes to the manner, delivery, language or format of the warning required by this Section 2.2.1(a)(ii), above, shall only be made following: (1) written approval from the California Attorney General's Office; or (2) Court approval.

(iii) Supplied Warnings. Nugget may perform its warning obligations by prominently displaying any warning in either of the manners set forth in

1 subsections 2.2.1(i) and (ii) above that are provided by the manufacturer or distributor of the
2 Products.

3 **2.2.2 Exceptions**

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

5 (a) "Reformulated Products" (as defined in Section 2.3 below); or

6 (b) any Products with a warning affixed to the packaging, labeling or direction for the
7 Products supplied to Nugget by any other person or entity in the course of doing business who is
8 subject to a private settlement agreement or final judgment in an action brought by Leeman, Mr.
9 Russell Brimmer, or a public enforcer whose action was brought on behalf of the People of the
10 State of California addressing Proposition 65 warning obligations arising from alleged exposures
11 to lead from glass and/or ceramic products with artwork, designs, or markings on the exterior
12 containing lead.

13 **2.3 Reformulation Standards**

14 The Products that are glass shall be deemed "Reformulated Products" and to comply with
15 Proposition 65 and be exempt from any Proposition 65 warning requirements under Sections 2.2,
16 by meeting the respective standards for glassware or ceramic products as outlined in this Section
17 2.3.

18 **2.3.1 Glassware Reformulation Standards:**

19 The Products that are glass shall be deemed "Reformulated Products" and to
20 comply with Proposition 65 and be exempt from any Proposition 65 warning requirements under
21 Sections 2.2 by meeting the standards outlined in subsection 2.3.1 (a) *or* (b):

22 **a. Decorating Material Content-Based Standard.** The Products
23 that are glass must only utilize Exterior Decorations¹ that contain six one-hundredths of one
24 percent (0.06%) or less of lead by weight; and there must be "No Detectable Lead"² in the lip-

25 _____
26 ¹ "Exterior Decorations" is defined as all colored artwork, designs and/or markings on the exterior surface of the Product.

27 ² "No Detectable Lead" shall mean that lead is not detected at a level above two one-hundredths of one percent
28 (0.02%) of lead by weight, using a test method of sufficient sensitivity to establish a limit of quantization of less than 200 ppm.

1 and-rim area.³

2 **b. Wipe Test-Based Standard.** The Products that are glass must
3 produce a test result no higher than 1.0 micrograms (ug) of lead as applied to the Exterior
4 Decorations and performed as outline in NIOSH method 9100.⁴

5 **2.3.2 Ceramic Product Reformulation Standards:**

6 The Products that are ceramic shall be deemed "Reformulated Products" and to
7 comply with Proposition 65 and be exempt from any Proposition 65 warning requirements under
8 Sections 2.2, by meeting the standards outlined in subsection 2.3.2 (a), (b), *or* (c):

9 **a. Decorating Material Content-Based Standard.** The Products
10 that are ceramic must only utilize Exterior Decorations that contain six one-hundredths of one
11 percent (0.06%) or less of lead by weight; and there must be "No Detectable Lead" in the lip-and-
12 rim area.

13 **b. Wipe Test-Based Standard.** The Products that are ceramic must
14 produce a test result no higher than 1.0 micrograms (ug) of lead as applied to the Exterior
15 Decorations and performed as outline in NIOSH method 9100.⁵

16 **c. Total Acetic-Acid Immersion Test Based Standard.** Those
17 Products that are ceramic must achieve a result of 0.99 ppm or less for lead after correction for
18 internal volume when tested under the protocol set forth in the ASTM C927-80 test method,
19 modified for total immersion with resulted corrected for internal volume.⁶

20 **3. MONETARY PAYMENTS**

21 **3.1 Penalties Pursuant to Health & Safety Code §25249.7(b)**

22 In settlement of all the Claims referred to in this Consent Judgment, pursuant to Health &

23 ³ "Lip and rim area" is defined as the exterior top 20 millimeters of a hollowware food or beverage Product.

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

26 ⁵ If the decoration is tested after it is affixed to the Product, the percentage of the Listed Chemical by weight must
27 relate only to the decorating material and must not include, to the extent reasonably possible, any quantity
attributable to non-decorating material (e.g., the ceramic substrate).

28 ⁶ Because this method requires correction for internal volume, this method and subsection 2.3.2 c) are only
appropriate for ceramic hollowware Products.

1 Safety Code §25249.7(b), Nugget shall pay a total of Four Thousand Dollars (\$4,000.00) in civil
2 penalties. Within twenty (20) days after the execution of this Consent Judgment by all Parties,
3 Nugget shall deposit said funds into an account held by counsel for Nugget. These funds shall be
4 released by Nugget's counsel within seven (7) days following Nugget's receipt of notice of the
5 approval and entry of this Consent Judgment by the Court. The released funds shall be made
6 payable to "HIRST & CHANLER LLP in Trust For Whitney R. Leeman, Ph.D." and shall be
7 delivered to Leeman's counsel at the following address:

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

12 **3.2 Apportionment of Penalties Received**

13 All penalty monies received shall be apportioned by Leeman in accordance with Health &
14 Safety Code §25192, with Seventy-Five Percent (75%) of these funds remitted by Leeman to the
15 State of California's Office of Environmental Health Hazard Assessment and the remaining
16 Twenty-Five Percent (25%) of these penalty monies retained by Leeman as provided by Health &
17 Safety Code §25249.12(d). Leeman shall bear all responsibility for apportioning and paying to
18 the State of California the appropriate civil penalties paid in accordance with this Section.

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

20 The Parties acknowledge that Leeman and her counsel offered to resolve this dispute
21 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving
22 this fee issue to be resolved after the material terms of the agreement had been settled. Under the
23 private attorney general doctrine, Nugget shall reimburse Leeman and her counsel for fees and
24 costs incurred as a result of investigating, bringing this matter to Nugget's attention, and
25 negotiating a settlement in the public interest. Nugget shall pay Leeman and her counsel a total
26 of Twenty Two Thousand Dollars (\$22,000.00) for all attorneys' fees, expert and investigation
27 fees, and related costs. Within twenty (20) days of the execution of this Consent Judgment,
28 Nugget shall deposit said funds into an account held by counsel for Nugget. These funds shall be

1 released by Nugget's counsel within seven (7) days following Nugget's receipt of notice of the
2 approval and entry of this Consent Judgment by the Court. The released funds shall be made
3 payable to "HIRST & CHANLER LLP" and shall be delivered to the following address:

4 HIRST & CHANLER LLP
5 Attn: Proposition 65 Controller
6 2560 Ninth Street
7 Parker Plaza, Suite 214
8 Berkeley, CA 94710-2565

9 Except as specifically provided in this Consent Judgment, Nugget shall have no further
10 obligation with regard to reimbursement of Leeman's attorney's fees and costs with regard to the
11 Products or this Action.

12 **5. RELEASE OF ALL CLAIMS**

13 **5.1 Release of Nugget**

14 In further consideration of the promises and agreements herein contained, and for the
15 payments to be made pursuant to Sections 3 and 4, Leeman, on behalf of herself, her past and
16 current agents, representatives, attorneys, successors and/or assignees, and in the interest of the
17 general public, hereby forever waives all rights to institute or participate in, directly or indirectly,
18 any form of legal action and releases all claims, including, without limitation, all actions, and
19 causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,
20 penalties, losses or expenses (including, but not limited to, investigation fees, expert fees and
21 attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent
22 (collectively "Claims"), against Nugget and each of their respective parent companies,
23 subsidiaries, affiliates, divisions, predecessors, successors, corporate affiliates, downstream
24 distributors, wholesalers, licensors, licensees, retailers, franchisees, dealers, customers, owners,
25 purchasers, users, and their respective officers, directors, attorneys, representatives, shareholders,
26 agents, and employees, and sister and parent entities (collectively "Releasees") arising under or
27 derived from Proposition 65 and/or California Business & Professions Code Section 17200 et seq.
28 (the "Unfair Competition Act"), related to Nugget or Releasees' alleged exposure and/or the
alleged failure to warn about exposures to or identification of one or more of the Listed

1 Chemicals contained in the Exterior Decorations on the Products manufactured, decorated,
2 imported, stocked, distributed, sold, or offered for use or sale by Nugget or Releasees.

3 The Parties understand and agree that this release shall not extend upstream to any: (1)
4 entities that manufactured the Products, including but not limited to Dr. Pepper Bottling Company
5 of West Jefferson North Carolina, Cramer Ventures Inc., and Westwood International, or any
6 component parts thereof; or (2) any distributors or suppliers unrelated to Nugget who sold the
7 Products, including but not limited to Blue Dog Sodas, or any component parts thereof to Nugget,
8 except insofar as such entities in (1) or (2) above are a settling Party hereto.

9 The Parties also understand and agree that this Consent Judgment is a full, final, and
10 binding resolution of any direct or derivative violation of Proposition 65 and/or the Unfair
11 Competition Act that has been or could have been asserted against Nugget or the Releasees'
12 alleged failure to provide clear and reasonable warnings of exposure to or identification of one or
13 more Listed Chemicals contained in the Exterior Decorations on the Products manufactured,
14 decorated, imported, stocked, distributed, sold, or offered for use or sale by the Releasees.

15 The Parties further understand and agree that Nugget's compliance with the terms of this
16 Consent Judgment resolves all issues and liability, now and in the future (so long as Nugget
17 complies with the terms of this Consent Judgment), concerning Nugget and Releasees and
18 constitutes its full and complete compliance with Proposition 65, as to the Listed Chemicals
19 contained in or otherwise associated with the use of the Products.

20 Leeman hereby represents and warrants that neither she nor her counsel know of or have
21 any intention or basis of pursuing any similar violations or otherwise bring any additional claims
22 or actions against Nugget or its Releasees for any alleged violations of Proposition 65 or the
23 Unfair Competition Act.

24 In furtherance of the foregoing, Leeman hereby waives any and all rights and benefits
25 which she now has, or in the future may have, conferred upon her by virtue of the provisions of
26 Section 1542 of the California Civil Code, which provides as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
28 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO

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EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Leeman, having consulted with counsel and being aware and familiar with the terms of California Civil Code Section 1542, hereby expressly waives and relinquishes any and all rights or benefits she may have under this section, as well as any other statutes or common law principles of similar effect, with respect to any and all matters released under this Agreement.

5.2 Nugget Release of Leeman

Nugget waives any and all claims against Leeman, her attorneys and other representatives, for any and all actions taken or statements made by Leeman and her attorneys and other representatives prior to the date this Consent Judgment is executed by the Parties hereto, whether in the course of investigating claims or seeking enforcement of Proposition 65 against Nugget 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 the event this Consent Judgment becomes null and void, Nugget's counsel shall return any and all monies being held pursuant to Sections 3 and/or 4 above back to Nugget.

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, after the execution of this Consent Judgment, a dispute arises between the Parties with respect to any provision of this Consent Judgment, the prevailing party shall be entitled to its attorney's fees and costs incurred in connection with such dispute.

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1 **9. GOVERNING LAW**

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

7 **10. NOTICES**

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

12 To Nugget:

13 Eric Stille
14 Nugget Market, Inc.
15 168 Court Street
 Woodland, CA 95696

16 Robert P. Soran, Esq.
17 Downey Brand LLP
18 555 Capitol Mall, 10th Floor
 Sacramento, CA 95814

19 To Leeman:

20 Proposition 65 Controller
21 HIRST & CHANLER LLP
22 2560 Ninth Street
 Parker Plaza, Suite 214
23 Berkeley, CA 94710-2565

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

26 **10.1 Subsequent Notices of Alleged Violation**

27 In the event that Leeman and/or her attorneys, agents, assigns or other persons acting in
28 the public interest under Health & Safety Code Section 25249.7(d), identifies an alleged violation

1 of Section 2 of this Consent Judgment, they shall notify Nugget of such alleged violation in
2 writing via Certified Mail, Return Receipt Requested, such notice being sent as provided in this
3 section of this Consent Judgment, within thirty (30) days of the date that the alleged violation was
4 discovered. The notice shall identify the date that the alleged violation was discovered, and the
5 nature of the alleged violation with sufficient details so as to allow Nugget to determine the basis
6 of the alleged violation being claimed and the identities of the products involved. Nugget shall
7 have thirty (30) days after receipt of notice of the alleged violation to investigate and take
8 corrective action (if any is necessary) with respect to such alleged violation ("Corrective Period").
9 Within forty-five (45) days from receipt of the notice, Nugget shall provide Dr. Leeman and her
10 counsel identified in this section, in addition to the noticing party (if it is not Dr. Leeman and her
11 counsel), stating the results of its investigation, and what corrective efforts it has made, if any, to
12 address the alleged violation ("Response Period"). During the forty-five (45) day Response
13 Period, Leeman and/or her attorneys, agents, assigns or other persons acting in the public interest
14 under Health & Safety Code Section 25249.7(d) are prohibited from moving to enforce the terms
15 of this Consent Judgment or bringing any other action of any kind relating to or arising out of the
16 alleged violations. If the investigation and any corrective action (if any is necessary) to address
17 the alleged violations are completed by Nugget within the thirty (30) day corrective period
18 provided in this Section 10.1, no action of any kind to enforce the terms and conditions of this
19 Consent Judgment or any other action, including any action for recovery of any penalties or fees,
20 may be brought by Leeman and/or her attorneys, agents, assigns or other persons acting in the
21 public interest under Health & Safety Code Section 25249.7(d).

22 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

1 **13. ADDITIONAL POST-EXECUTION ACTIVITIES**

2 Leeman and Nugget agree to mutually employ their best efforts to support the entry of this
3 agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a
4 timely manner. The Parties acknowledge that, pursuant to Health & Safety Code §25249.7, a
5 noticed motion is required to obtain judicial approval of this Consent Judgment. Accordingly,
6 Parties agrees to file a Joint Motion to Approve the Agreement (“Joint Motion”), the first and
7 complete draft of which Leeman's counsel shall prepare, within a reasonable period of time after
8 the Execution Date (i.e., not to exceed twenty (20) days unless otherwise agreed to by the Parties'
9 counsel based on unanticipated circumstances). Leeman's counsel shall prepare a declaration in
10 support of the Joint Motion which shall, *inter alia*, set forth support for the fees and costs to be
11 reimbursed pursuant to section 4. Nugget shall have no additional responsibility to Plaintiff’s
12 counsel pursuant to Code of Civil Procedure §1021.5 or otherwise with regard to reimbursement
13 of any fees and costs incurred with respect to the preparation and filing of the Joint Motion or
14 with regard to Leeman's counsel appearing for a hearing thereon.

15 **14. MODIFICATION**

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

21 **15. AUTHORIZATION**

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

25 [SIGNATURE PAGE TO FOLLOW]
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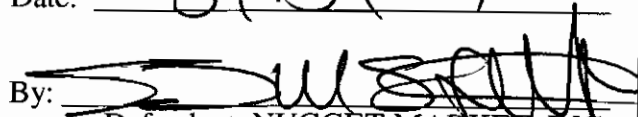
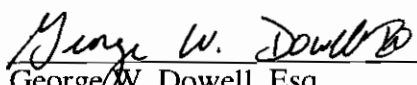

AGREED TO:	AGREED TO:
Date: <u>3/27/07</u>	Date: _____
By: <u>Whitney Leeman</u> Plaintiff, WHITNEY R. LEEMAN, Ph.D.	By: _____ Defendant, NUGGET MARKET, INC.
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Date: _____	Date: _____
HIRST & CHANLER LLP	DOWNEY BRAND LLP
By: _____ George W. Dowell, Esq. Attorneys for Plaintiff WHITNEY R. LEEMAN, Ph.D.	By: _____ Robert P. Soran, Esq. Attorneys for Defendants NUGGET MARKET, INC.

IT IS SO ORDERED.

Date: _____

Hon. _____
JUDGE OF THE SUPERIOR COURT

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AGREED TO:	AGREED TO:
Date: _____	Date: <u>3/13/07</u>
By: _____ Plaintiff, WHITNEY R. LEEMAN, Ph.D.	By:  Defendant, NUGGET MARKET, INC.
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Date: <u>3/30/2007</u>	Date: <u>3/14/07</u>
HIRST & CHANLER LLP	DOWNEY BRAND LLP
By:  George W. Dowell, Esq. Attorneys for Plaintiff WHITNEY R. LEEMAN, Ph.D.	By:  Robert P. Soran, Esq. Attorneys for Defendants NUGGET MARKET, INC.

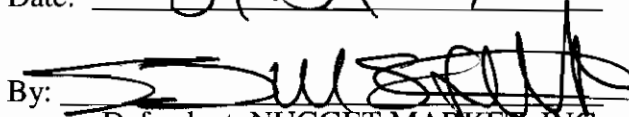
IT IS SO ORDERED.

Date: _____

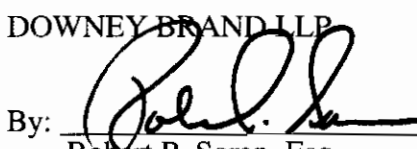
Hon.
JUDGE OF THE SUPERIOR COURT

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AGREED TO:
Date: _____
By: _____
Plaintiff, WHITNEY R. LEEMAN, Ph.D.

AGREED TO:
Date: 3/13/07
By: 
Defendant, NUGGET MARKET, INC.

APPROVED AS TO FORM:
Date: _____
HIRST & CHANLER LLP
By: _____
George W. Dowell, Esq.
Attorneys for Plaintiff
WHITNEY R. LEEMAN, Ph.D.

APPROVED AS TO FORM:
Date: 3/14/07
DOWNEY BRAND LLP
By: 
Robert P. Soran, Esq.
Attorneys for Defendants
NUGGET MARKET, INC.

IT IS SO ORDERED.

Date: _____

Hon.
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A

The products that are covered by this Consent Judgment are defined as follows: glass soda bottles intended for the consumption of food or beverages with artwork, designs, or markings (containing lead) on the exterior; glass oil bottles and other glass containers intended for the consumption of food and/or beverages with exterior with artwork, designs, or markings (containing lead) on the exterior and; mugs and other ceramic containers intended for the consumption of food or beverage with artwork, designs, or markings (containing lead) on the exterior including, but not limited to:

1. Green River Soda, 12 fl. oz. (#7370711300);
2. Oil Bottle - 200 ml Herbs (#7 09729 72004 5); and
3. Java Latte Mug (#0 70515 23290 6)