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A limited liability partnership formed in the State of Delaware.

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10 Sur La Table, Inc.

11  
12 SUPERIOR COURT OF CALIFORNIA  
13 CITY AND COUNTY OF SAN FRANCISCO

14 WHITNEY R. LEEMAN, Ph.D.

15 Plaintiff,

16 v.

17 ARC INTERNATIONAL NORTH  
18 AMERICA, INC.; et al.,

19 Defendants.

Consolidated Case No. CGC-003-418025

[CONSOLIDATED]

STIPULATION AND [PROPOSED] ORDER  
RE: CONSENT JUDGMENT

20 WHITNEY R. LEEMAN, Ph.D.

21 Plaintiff,

22 vs.

23 BED BATH & BEYOND, INC., et al.,

24 Defendants.

No. CGC-03-422636  
(Consolidated with No. CGC-03-418025)

1     **1. INTRODUCTION**

2             This Stipulation and (Proposed) Order Re: Consent Judgment ("Agreement" or "Consent  
3 Judgment") is entered into by and between plaintiff Whitney Leeman, Ph.D. (hereafter  
4 "Dr. Leeman" or "Leeman") and defendant Sur La Table, Inc. (hereafter "Sur La Table"), with  
5 Dr. Leeman and Sur La Table collectively referred to as the "Parties". The Parties agree to the  
6 following terms and conditions:

7             **1.1** Dr. Leeman is an individual residing in Sacramento, California, who seeks to  
8 promote awareness of exposures to toxic chemicals and improve human health by reducing or  
9 eliminating hazardous substances contained in consumer and industrial products.

10            **1.2** Dr. Leeman alleges that Sur La Table has distributed and/or sold in the State of  
11 California certain glassware products with colored artwork, designs or markings on the exterior  
12 surface of the glass with materials in that colored artwork, designs or markings that contain lead  
13 (or lead compounds) and cadmium that are listed pursuant to the Safe Drinking Water and Toxic  
14 Enforcement Act of 1986, California Health & Safety Code §§25249.5 *et seq.*, also known as  
15 Proposition 65, hereafter referred to as the "Listed Chemicals".

16            **1.3** A list of the Products which are covered by this Agreement is provided in Exhibit  
17 A (hereafter collectively referred to as the "Products").

18            **1.4** On or about April 25, 2003, Dr. Leeman first served Sur La Table and other  
19 public enforcement agencies with a document entitled "60-Day Notice of Violation" ("Notice")  
20 that provided Sur La Table and such public enforcers with notice that Sur La Table was allegedly  
21 in violation of Health & Safety Code §25249.6 for failing to warn purchasers that certain  
22 products that it sold expose users in California to one or more Listed Chemicals.

23            **1.5** Commencing on March 5, 2003 and continuing thereafter, Dr. Leeman and  
24 Michael DiPirro, in the interest of the general public in California, filed complaints and amended  
25 complaints in the Superior Court for the City and County of San Francisco against various  
26 defendants. One such complaint (hereafter referred to as the "Complaint") was filed by Dr.  
27 Leeman on or about July 21, 2003 in an action entitled *Whitney R. Leeman, Ph.D. v. Bed Bath &*  
28 *Beyond Inc., et al.* wherein Dr. Leeman named Sur La Table as one of the defendants and alleged

1 violations of Health & Safety Code §25249.6 for those who had been allegedly exposed to one or  
2 more of the Listed Chemicals contained in certain products sold by Sur La Table. Pursuant to an  
3 order of the San Francisco Superior Court, the complaints by Dr. Leeman and Michael DiPirro  
4 have been consolidated under the caption of *Whitney R. Leeman, Ph.D. v. ARC International, et*  
5 *al*, San Francisco Superior Court Action No. 418025. On or about February 3, 2004, Sur La  
6 Table served its Answer to Dr. Leeman's Complaint.

7       **1.6** Sur La Table denies the material factual and legal allegations contained in Dr.  
8 Leeman's Notice and Complaint and maintains that all products that it has sold and distributed in  
9 California, including, but not limited to, the Products, have been and are in compliance with all  
10 laws.

11       **1.7** Nothing in this Agreement shall be construed as an admission by Sur La Table of  
12 any fact, finding, issue of law, or violation of law, nor shall compliance with this Agreement  
13 constitute or be construed as an admission by Sur La Table of any fact, finding, conclusion, issue  
14 of law or violation of law. However, this paragraph shall not diminish or otherwise affect the  
15 obligations, responsibilities and duties of Sur La Table under this Agreement.

16       **1.8** For purposes of this Agreement, the term "Effective Date" shall mean March 5,  
17 2004.

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19 **2. INJUNCTIVE RELIEF**

20       **2.1** After June 15, 2004, Sur La Table shall not knowingly sell or offer for sale in  
21 California any of the Products containing the Listed Chemicals unless such Products comply  
22 with Sections 2.2 -2.4 below.

23       **2.2 Product Warnings:** Subject to Section 2.4, after June 15, 2004, Sur La Table  
24 shall not knowingly sell or distribute any of the Products in its California stores, unless warnings  
25 are provided as set forth below in Section 2.2(a) or Section 2.2(b).

26           **a. Warning on the Products or Product Packaging:** A warning is affixed  
27 to the packaging, labeling or directly on the Products that state:  
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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 or other reproductive harm."**

OR

**"WARNING: The materials used as colored decorations on the exterior of these products contain lead, a chemical 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 contain lead, a chemical known to the State of California to cause birth defects or other reproductive harm."**

**b. Point of Sale Warnings:** One or more signs are posted at or near the point of sale or display of the Products for those Products that are sold in any Sur La Table stores in California from which Sur La Table directly sells the Products to its customers that state:

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

If Sur La Table knowingly sells some Products in its California stores that satisfy the definition of Reformulated Products as defined in Paragraph 2.4 herein, then such Products shall be identified on the sign along with an explanation given that the warning statement does not apply to such Products.

**c.** The warning statements specified by Sections 2.2(a) and 2.2(b) 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 of use or purchase. Any changes to the language or

1 format of the warning required by this paragraph shall only be made following: (1) approval of  
2 Dr. Leeman; (2) written notice to Dr. Leeman of at least fifteen (15) days for the opportunity to  
3 comment, receipt of approval from the California Attorney General's office; or (3) court  
4 approval.

5       **2.3     Mail Order and Internet Sales.** Subject to Section 2.4, after June 15, 2004, Sur  
6 La Table shall not knowingly sell or distribute any of the Products by mail order catalog or the  
7 Internet to California residents, unless warnings are provided as set forth below in Section 2.3.

8       For those Products that Sur La Table knows require a warning pursuant to this Consent  
9 Judgment and that are sold by Sur La Table by mail order or from the Internet to California  
10 residents, a warning containing the language in Section 2.2(a) shall be included, at Sur la Table's  
11 sole option, either: (a) in the mail order catalog (if any) or on the website (if any) pursuant to  
12 Sections 2.3.1 or 2.3.2; or (b) with the Product when it is shipped to an address in California  
13 pursuant to Section 2.3.3. Any warnings given in the mail order catalogs or on the website shall  
14 identify the Products to which the warning applies. If Sur La Table elects to provide warnings in  
15 the mail order catalog, then such warnings (at a location designated in Section 2.3.1) shall be  
16 included in any new galley prints of such catalogs sent to the printer at least ten (10) business  
17 days after notice of entry of this Consent Judgment is served on Sur La Table. Nothing in this  
18 Section 2.3 shall require Sur La Table to provide warnings for any Product ordered from a mail  
19 order catalog printed prior to the date notice of entry of this Consent Judgment is served on Sur  
20 La Table, or modify any such mail order catalogs.

21       **2.3.1     Mail Order Catalog.** The warning message shall be stated within the  
22 catalog, either (a) on the inside front cover of any catalog, (b) on the same page as any order  
23 form, or (c) on the same page as the price, in the same type size as the surrounding, non-heading  
24 text, with the same language as that appearing in Section 2.2(a).

25       **2.3.2     Internet Web Sites.** The warning text, or a link to a page containing the  
26 warning text, shall be displayed either (a) on the same page on which a Product is displayed, (b)  
27 on the same page as any order form for a Product, (c) on the same page as the price for any  
28 Product, (d) on one or more pages displayed to a purchaser over the Internet or via electronic mail

1 during the checkout and order confirmation process for sale of a Product, or (e) in any manner  
2 such that is likely to be read and understood by an ordinary individual under customary  
3 conditions of purchase of a Product, including the same language as that appearing in Section  
4 2.2(a). If a link is used, it shall state "California residents," and shall be of a size equal to the size  
5 of other links on the page.

6 **2.3.3 Package Insert or Label.** Alternatively, a warning may be provided with  
7 the Product when it is shipped directly to a consumer in California, by (a) product labeling  
8 pursuant to Section 2.2(a) above, (b) inserting a card or slip of paper measuring at least 4" x 6" in  
9 the shipping carton, or (c) including the warning on the packing slip or customer invoice  
10 identifying the Product in lettering of the same size as the description of the Product. The  
11 warning shall include the language appearing in Section 2.2(a) and shall inform the consumer  
12 that he or she may return the product for a full refund within 30 days of receipt.

13 **2.4 Reformulated Products:** The Products shall be deemed to comply with  
14 Proposition 65 and be exempt from any Proposition 65 warning requirements under  
15 Sections 2.2 and 2.3 if:

16 a. the painted decoration is solely on the exterior of the Product exclusive of  
17 the top 20 millimeters of the ware (i.e., below the exterior portion of the lip and rim area as  
18 defined by American Society of Testing and Materials Standard Test Method C927-99,  
19 hereinafter the "Lip and Rim Area") produce either a nondetectable test result or a test result no  
20 higher than 1.0 micrograms (ug) of lead (depending on whether flame AAS or graphite furnace  
21 AAS is applied for the analysis respectively, which shall be at Sur La Table's sole option) using  
22 a Ghost Wipe™ test applied on painted portions of the surface of the Product performed as  
23 outlined in NIOSH method no. 9100. (For purposes of demonstrating compliance with the  
24 foregoing requirement, background quantities of lead measured in a Ghost Wipe™ test prior to  
25 the application of a Ghost Wipe™ obtained from the same lot to the Products may be deducted  
26 from the NIOSH 9100 test result.); or

27 b. the painted decoration extends into the exterior Lip and Rim Area or the  
28 interior (food contact surface) of the Product, a test result of all such painted portions acceptable

1 under subparagraph (a) above, and a result of 0.5 micrograms/milliliter (ug/ml) of lead or less  
2 using ASTM method C 927-99); or

3 c. the Products utilize paints on all decorations containing less than six one-  
4 hundredths of one percent (0.06%) lead by weight (as measured by a sample size of the paint  
5 approximately 50-100 mg) and contain no painted decoration within any part of the interior (food  
6 contact surface) of the Product or on the exterior portion of the Lip and Rim Area of the Product.  
7 By agreeing to the foregoing, Sur La Table does not admit that the above mentioned criteria,  
8 testing and analytical methodologies are necessarily appropriate for determining the amount or  
9 levels of exposure to lead (and lead compounds) from reasonably foreseeable use of the  
10 Products.

11 Should any court of this state enter an order or judgment involving three or more  
12 defendants in the consolidated case of *Whitney R. Leeman, Ph.D. v. ARC International, et al*, San  
13 Francisco Superior Court Action No. 418025 or in a case brought by the People of the State of  
14 California, that sets forth standards defining when Proposition 65 warnings will or will not be  
15 required for products substantially similar to the type and function of the Products at issue here  
16 ("Alternative Standards"), or if the California Attorney General's Office or Office of  
17 Environmental Health Hazard Assessment ("OEHHA") otherwise provide written endorsement  
18 (i.e. a writing that is circulated by the Attorney General that is not intended for the purpose of  
19 soliciting further input or comments) of Alternative Standards applicable to products that are of  
20 the same type and function as the Products, Sur La Table shall be entitled to seek a modification  
21 of this Consent Judgment so as to be able to utilize and rely on such Alternative Standards in lieu  
22 of those set forth in subsections (a), (b), or (c) of this Section.. Dr. Leeman shall not  
23 unreasonably withhold consent to any proposed stipulation to effectuate such a modification.

24 Products satisfying the conditions of this paragraph are hereinafter referred to as  
25 "Reformulated Products".

26 To comply with the requirements of this section, Sur La Table may rely on written  
27 verifications by its supplier(s), provided that such verifications: (1) identify the specific patterns  
28 or products at issue and (2) attach recent laboratory results that establish that the testing

1 methodology specified in Section 2.4 has been followed and that the results demonstrate the  
2 products are “reformulated”, such that warnings are not required.

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4 **3. MONETARY PAYMENTS**

5 **3.1 Penalties Pursuant To Health & Safety Code §25249.7(b):** Pursuant to  
6 Health & Safety Code Section 25249.7(b), Sur La Table shall pay \$3,000 in civil penalties, with  
7 the penalty payment to be made within ten (10) calendar days of the Effective Date and made  
8 payable to “Chanler Law Group in Trust For Whitney R. Leeman”.

9 In the event that Sur La Table pays any penalty and the Consent Judgment is thereafter  
10 not ultimately approved by the Superior Court for the City and County of San Francisco, Dr.  
11 Leeman shall return any penalty funds paid under this paragraph, with interest thereon at the rate  
12 of 1.00% per annum, simple interest, within fifteen (15) calendar days of effective written notice  
13 of the Court's decision. All penalty monies received shall be apportioned by Dr. Leeman in  
14 accordance with Health & Safety Code §25192, with 75% of these funds remitted to the State of  
15 California's Office of Environmental Health Hazard Assessment and the remaining 25% of these  
16 penalty moneys retained by Dr. Leeman as provided by Health & Safety Code §25192(a)(2). Dr.  
17 Leeman shall bear all responsibility for apportioning and paying to the State of California the  
18 appropriate civil penalties paid in accordance with this paragraph.

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

21 **4.1** The Parties acknowledge that Dr. Leeman and her counsel offered to resolve this  
22 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby  
23 leaving this fee issue to be resolved after the material terms of the agreement had been reached,  
24 and the matter settled. Sur La Table then expressed a desire to resolve the fee and cost issue  
25 concurrently with other settlement terms, so the Parties tried to and did reach an accord on the  
26 compensation due to Dr. Leeman and her counsel under the private attorney general doctrine  
27 codified at Code of Civil Procedure §1021.5 for all work performed through the Effective Date.

28 **4.2** Under the private attorney general doctrine codified at Code of Civil Procedure



1 §1021.5, Sur La Table shall reimburse Dr. Leeman and her counsel for fees and costs, incurred  
2 as a result of investigating, bringing this matter to Sur La Table's attention, litigating and  
3 negotiating a settlement in the public interest. Sur La Table shall pay Dr. Leeman and her  
4 counsel \$15,000 for all attorneys' fees, expert and investigation fees, and litigation costs within  
5 ten (10) calendar days of the Effective Date. Payment should be made payable to the "Chanler  
6 Law Group." If the Consent Judgment is not approved by the Superior Court in and for the City  
7 and County of San Francisco, Dr. Leeman and the Chanler Law Group will return all funds, with  
8 interest thereon at the rate of 1.00% per annum, simple interest, within fifteen (15) calendar days  
9 of effective written notice of the Court's decision.

10 Except as specifically provided in this Consent Judgment, Sur La Table shall have no  
11 further obligation with regard to reimbursement of Plaintiff's attorney's fees and costs with  
12 regard to the Products.

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14 **5. RELEASE OF ALL CLAIMS**

15 **5.1 Dr. Leeman's Release of Sur La Table:** In further consideration of the promises  
16 and agreements herein contained, and for the payments to be made pursuant to Sections 3 and 4,  
17 Dr. Leeman, on behalf of herself, her agents, representatives, attorneys, successors and/or  
18 assignees, and in the interest of the general public, hereby waives all rights to institute or  
19 participate in, directly or indirectly, any form of legal action and releases all claims, including,  
20 without limitation, all actions, causes of action, in law or in equity, suits, liabilities, demands,  
21 obligations, damages, costs, fines, penalties, losses or expenses (including, but not limited to,  
22 investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known or  
23 unknown, fixed or contingent (collectively "Claims"), against Sur La Table and its distributors,  
24 wholesalers, auctioneers, retailers, dealers, customers, owners, purchasers, users, parent  
25 companies, corporate affiliates, and their respective officers, directors, attorneys, representatives,  
26 shareholders, agents, and employees (collectively, "Defendant Releasees") arising under  
27 Proposition 65, Business & Professions Code §17200 *et seq.* and Business & Professions Code  
28 §17500 *et seq.*, related to the Defendant Releasees' alleged failure to warn about exposures to or

1 identification of lead (or lead compounds) contained in the Products.

2 The Parties further agree and acknowledge that this Consent Judgment is a full, final, and  
3 binding resolution of any violation of Proposition 65, Business & Professions Code  
4 §17200 *et seq.* and Business & Professions Code §17500 *et seq.*, that have been or could have  
5 been asserted in the Complaint against Sur La Table for its alleged failure to provide clear and  
6 reasonable warnings of exposure to or identification of lead (or lead compounds) in the Products  
7 or any other claim based on the facts or conduct alleged in the Complaint.

8 In addition, Dr. Leeman, on behalf of herself, her attorneys, and her agents, waives all  
9 rights to institute or participate in, directly or indirectly, any form of legal action and releases all  
10 Claims against the Defendant Releasees arising under Proposition 65, Business & Professions  
11 Code §17200 *et seq.* and Business & Professions Code §17500 *et seq.*, related to the Defendant  
12 Releasees' alleged failure to warn about exposures to or identification of the lead and lead  
13 compounds contained in the Products and for all actions or statements made by Sur La Table or  
14 its attorneys or representatives, in the course of responding to alleged violations of Proposition  
15 65, Business & Professions Code §17200 or Business & Professions Code §17500 by Sur La  
16 Table. Provided however, subject to Section 9 of this Agreement, Dr. Leeman shall remain free  
17 to institute any form of legal action to enforce the provisions of this Consent Judgment.

18 It is specifically understood and agreed that the Parties intend that Sur La Table's  
19 compliance with the terms of this Agreement resolves all issues and liability, now and in the  
20 future (so long as Sur La Table complies with the terms of the Agreement) concerning the  
21 Defendant Releasees' compliance with the requirements of Proposition 65, Business and  
22 Professions Code §§17200 *et seq.* and Business & Professions Code §17500 *et seq.*, as to the  
23 lead and lead compounds in the Products.

24 The releases provided for by this section shall not extend upstream to the Product  
25 manufacturers or to any Product distributor from whom Sur La Table purchased the Product.

26 **5.2. Sur La Table's Release of Dr. Leeman:** Sur La Table waives all rights to  
27 institute any form of legal action against Dr. Leeman, or her attorneys or representatives, for all  
28 actions taken or statements made by Dr. Leeman and her attorneys or representatives, in the

1 course of seeking enforcement of Proposition 65, Business & Professions Code §17200 *et seq.* or  
2 Business & Professions Code §17500 *et seq.* in this Action.

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4 **6. COURT APPROVAL:** If, for any reason, this Consent Judgment is not ultimately  
5 approved and entered by the Court within one hundred eight (180) days after the Effective Date,  
6 this Agreement shall, at Sur La Table's option be deemed null and void and all monies provided  
7 to Dr. Leeman or her counsel shall be refunded to Sur La Table within fifteen (15) days after  
8 receipt of written notice to Dr. Leeman's counsel from Sur La Table pursuant to this paragraph.

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10 **7. SEVERABILITY:** In the event that any of the provisions of this Agreement are held by  
11 a court to be unenforceable, the validity of the enforceable provisions remaining shall not be  
12 adversely affected.

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14 **8. ATTORNEYS' FEES:** In the event that a dispute arises with respect to any provision(s)  
15 of this Agreement (including, but not limited to, disputes arising from payments to be made  
16 under this Agreement), the prevailing party shall be entitled to recover costs and reasonable  
17 attorneys' fees incurred from the resolution of such dispute.

18  
19 **9. ENFORCEMENT OF CONSENT JUDGEMENT**

20 **9.1** Before moving to enforce the terms and conditions of Section 2 of this  
21 Agreement, Dr. Leeman and others must follow the procedures set forth in Sections 9.2 through  
22 9.4

23 **9.2** In the event that Dr. Leeman and/or her attorneys, agents, assigns, or any other  
24 person acting in the public interest under Health & Safety Code § 25249.7(d) identify one or  
25 more retail stores in California owned and operated by Sur La Table at which Products are sold  
26 (hereinafter "retail outlet") for which the warnings for those Products required under Section 2  
27 are not being or were not given, Dr. Leeman or such person shall notify Sur La Table in writing  
28 of such alleged failure to warn (the "Notice of Breach"). The Notice of Breach shall be sent by

1 first class mail, with proof of service, to the person(s) identified in Section 12 herein, and must  
2 be served within twenty (20) days of the date the alleged violation was observed. The Notice of  
3 Breach shall identify the date the alleged violation was observed, identify the retail outlet in  
4 question, reasonably describe the Product giving rise to the alleged violation and describe the  
5 alleged violation.

6       **9.3** In the event that Dr. Leeman and/or her attorneys, agents, assigns or other person  
7 acting in the public interest under Health & Safety Code Section 25249.7(d) identifies a retail  
8 outlet, other than the one identified in Section 9.2, not giving warnings for Products as required  
9 under Section 2, Dr. Leeman or such person shall serve Sur La Table with another Notice of  
10 Breach in the manner described in Section 9.2 and provide the information required in Section  
11 9.2.

12       **9.4** Dr. Leeman or the notifying person shall take no further enforcement action  
13 unless Dr. Leeman or the notifying person discovers, at least thirty (30) days after service of the  
14 Notices of Breach specified in Sections 9.2 and 9.3, another failure to issue warnings required  
15 under Section 2, whether or not that be at the same retail outlets giving rise to the Notices of  
16 Breach mentioned in Sections 9.2 or 9.3.

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18       **10. SALES DATA:** Sur La Table understands that the sales data that has been provided to  
19 Dr. Leeman's counsel was a material factor upon which Dr. Leeman has relied to determine the  
20 amount of payments, if any, made pursuant to Health & Safety Code §25249.7(b) in this  
21 Agreement. To the best of Sur La Table's knowledge, the sales data provided is true and  
22 accurate. In the event that Dr. Leeman discovers facts which demonstrate to a reasonable degree  
23 of certainty that the sales data is materially inaccurate, the parties shall meet in a good faith  
24 attempt to resolve the matter within ten (10) days of Sur La Table's receipt of notice from Dr.  
25 Leeman of her intent to challenge the accuracy of the sales data. If this good faith attempt fails  
26 to resolve Dr. Leeman's concerns, Dr. Leeman shall have the right to re-institute an enforcement  
27 action against Sur La Table for those additional Products, based upon any existing 60 Day  
28 Notices of Violation served on Sur La Table. In such case, all applicable statutes of limitation

1 shall be deemed tolled for the period between the date Dr. Leeman filed the instant action and the  
2 date Dr. Leeman notifies Sur La Table that she is re-instituting the action for the additional  
3 Products. Provided, however, that: (a) Dr. Leeman shall not have the option of exercising her  
4 rights under this Paragraph more than one year after the Effective Date and (b) Sur La Table  
5 shall have no additional liability, and Dr. Leeman waives any claim that might otherwise be  
6 asserted, from the Effective Date until the date that Dr. Leeman provides notice under this  
7 Paragraph, so long as Sur La Table has complied with the requirements of Section 2 for all of the  
8 Products, including those numbers of Products additionally discovered.  
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10 **11. GOVERNING LAW:** The terms of this Agreement shall be governed by the laws of the  
11 State of California. In the event that Proposition 65 is repealed or is otherwise rendered  
12 inapplicable by reason of law generally, or as to the Products specifically, then Sur La Table  
13 shall have no further obligations pursuant to this Agreement with respect to, and to the extent  
14 that, those Products are so affected.  
15

16 **12. NOTICES:** All correspondence and notices required to be provided pursuant to this  
17 Agreement shall be in writing and shall be personally delivered or sent by first-class, registered,  
18 certified mail, overnight courier and/or via facsimile transmission (with presentation of facsimile  
19 transmission confirmation) addressed as follows:

20 If to Dr. Leeman: Clifford Chanler  
21 Chanler Law Group  
22 Magnolia Lane  
New Canaan, Connecticut 06840  
(fax) (203) 801-5222

23 If to Sur La Table: L. Susan Faw, Esq.  
24 Sur La Table, Inc.  
1765 Sixth Avenue  
25 Seattle, WA 98134-1608  
(fax) (206) 613-6064

26 Effective June 1, 2004: L. Susan Faw, Esquire  
27 Sur La Table, Inc.  
5701 Sixth Avenue, South, Suite 486  
28 Seattle, WA 98108  
(Fax) (206) 613-6064

1 With a copy to:

John E. Dittoe  
Reed Smith LLP  
1999 Harrison Street  
P.O. Box 2084  
Oakland, CA 94604-2084  
4 (fax) (510) 273-8832

5 Either party, from time to time, may specify a change of address or facsimile number to which  
6 all notices and other communications shall be sent.

7  
8 **13. NO ADMISSIONS:** Nothing in this Agreement shall constitute or be construed as an  
9 admission by Sur La Table of any fact, finding, conclusion, issue of law, or violation of law, nor  
10 shall compliance with this Consent Judgment constitute or be construed as an admission by Sur  
11 La Table of any fact, finding, conclusion, issue of issue of law, or violation of law, such being  
12 specifically denied by Sur La Table. Sur La Table reserves all of its rights and defenses with  
13 regard to any claim by any party under Proposition 65 or otherwise. However, this Paragraph  
14 shall not diminish or otherwise affect Sur La Table's obligations, responsibilities and duties  
15 under this Consent Judgment.

16  
17 **14. COUNTERPARTS; FACSIMILE SIGNATURES:** This Consent Judgment may be  
18 executed in counterparts and by facsimile, each of which shall be deemed an original, and all of  
19 which, when taken together, shall constitute one and the same document.

20  
21 **15. COMPLIANCE WITH HEALTH & SAFETY CODE §25249.7(f):** Dr. Leeman  
22 agrees to comply with the reporting form requirements referenced in Health & Safety Code  
23 § 25249.7(f) . Pursuant to regulations promulgated under that section, Dr. Leeman shall present  
24 this Consent Judgment to the California Attorney General's Office within two (2) days after  
25 receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment will  
26 then be served on the Attorney General's office at least forty-five (45) days prior to the date a  
27 hearing is scheduled on such motion in the Superior Court for the City and County of San  
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REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

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Francisco.

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:**

**AGREED TO:**

DATE: 3/4/04

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
Defendant Sur La Table, Inc.

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Clifford Chanler  
Attorneys for Plaintiff  
Whitney R. Leeman, Ph.D.

\_\_\_\_\_  
John F. Dittoe  
Attorneys for Defendant  
Sur La Table, Inc

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

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Francisco.

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: \_\_\_\_\_


**AGREED TO:**  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Whitney R. Leeman, Ph.D.

\_\_\_\_\_  
Defendant Sur La Table, Inc.

**APPROVED AS TO FORM:**  
DATE: 3/5/04

**APPROVED AS TO FORM:**  
DATE: \_\_\_\_\_

  
\_\_\_\_\_  
Clifford Chanler  
Attorneys for Plaintiff  
Whitney R. Leeman, Ph.D.

\_\_\_\_\_  
John E. Dittoe  
Attorneys for Defendant  
Sur La Table, Inc



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Francisco.

**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: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Whitney R. Leeman, Ph.D.

**AGREED TO:**  
DATE: March 4, 2004

Berice Behule  
Defendant Sur La Table, Inc.

**APPROVED AS TO FORM:**  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Clifford Chanler  
Attorneys for Plaintiff  
Whitney R. Leeman, Ph.D.

**APPROVED AS TO FORM:**  
DATE: March 4, 2004

John E. Dittoe  
John E. Dittoe  
Attorneys for Defendant  
Sur La Table, Inc

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**EXHIBIT A**

All glassware with colored artwork, designs or markings (containing lead) on the exterior sold or distributed by Sur La Table, Inc.