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SACRAMENTO COURTS
DEPT. #54

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5 Attorneys for Plaintiff
6 ANTHONY E. HELD, Ph.D., P.E.

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SACRAMENTO
10 UNLIMITED CIVIL JURISDICTION
11

12 ANTHONY E. HELD, Ph.D., P.E.,

13 Plaintiff,

14 v.

15 AMSCAN INCORPORATED;
CALIFORNIA AMSCAN
16 INCORPORATED; PARTY CITY
CORPORATION, and DOES 1 through 150,
17 inclusive,

18 Defendants.

Case No. 34-2008-00019506

**[PROPOSED] JUDGMENT
PURSUANT TO TERMS OF
STIPULATION AND ORDER RE:
CONSENT JUDGMENT**

Date: January 7, 2009

Time: 9:00 a.m.

Dept: 54

Judge: Hon. Shelleyanne W.L. Chang

19
20 **BY FAX**
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[PROPOSED] JUDGMENT PURSUANT TO TERMS OF STIPULATION
AND ORDER RE: CONSENT JUDGMENT

1 In the above-entitled action, Plaintiff ANTHONY E. HELD, Ph.D., P.E. and Defendant
2 AMSCAN INCORPORATED, having agreed through their respective counsel that judgment be
3 entered pursuant to the terms of the Proposition 65 settlement agreement in the form of a
4 Stipulation and [Proposed] Order Re: Consent Judgment entered into by the parties, and following
5 issuance of an order approving this Proposition 65 settlement agreement and entering the
6 Stipulation and Order Re: Consent Judgment on January 7, 2009.

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil
8 Procedure §664.5, judgment is entered in accordance with the terms of the Stipulation and Order
9 Re: Consent Judgment attached hereto as Exhibit 1 and lodged concurrently herewith.

10
11 IT IS SO ORDERED.

12
13 Dated: JAN - 8 2009

SHELLEYANNE W.L. CHIANG
JUDGE OF THE SUPERIOR COURT

Exhibit 1

1 Clifford A. Chanler (State Bar No. 135534)
2 David R. Bush (State Bar No. 154511)
3 HIRST & CHANLER LLP
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9 Attorneys for Plaintiff
10 ANTHONY E. HELD, Ph.D., P.E.

11 ROGERS JOSEPH O'DONNELL
12 JAMES ROBERT MAXWELL (State Bar No. 143203)
13 311 California Street
14 San Francisco, California 94104
15 Telephone: 415.956.2828
16 Facsimile: 415.956.6457

17 Attorneys for Defendants
18 AMSCAN INCORPORATED,
19 CALIFORNIA AMSCAN
20 INCORPORATED and PARTY CITY
21 CORPORATION

22 SUPERIOR COURT OF THE STATE OF CALIFORNIA

23 COUNTY OF SACRAMENTO

24 ANTHONY E. HELD, Ph.D., P.E.,

25 Plaintiff,

26 vs.

27 AMSCAN INCORPORATED;
28 CALIFORNIA AMSCAN
INCORPORATED; PARTY CITY
CORPORATION and DOES 1 through 150,
inclusive,

Defendants.

Case No. 34-2008-00019506

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

Health & Safety Code § 25249.6

1 **I. INTRODUCTION**

2 **1.1 Anthony E. Held, Ph.D., P.E., and Amscan, Inc.**

3 This Consent Judgment is entered into by and between Plaintiff Anthony E. Held, Ph.D.,
4 P.E. ("Dr. Held" or "Plaintiff") and Defendant Amscan, Inc. ("Amscan" or "Defendant"), with
5 Plaintiff and Defendant collectively referred to as the "parties."

6 **1.2 Plaintiff**

7 Dr. Held is an individual residing in the State of California who seeks to promote
8 awareness of exposure to toxic chemicals and improve human health by reducing or eliminating
9 hazardous substances contained in consumer products.

10 **1.3 Defendant**

11 Amscan employs 10 or more persons and thus is a person in the course of doing business
12 for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health
13 & Safety Code § 25249.6 *et seq.* (Proposition 65).

14 **1.4 General Allegations**

15 Dr. Held alleges that Amscan has manufactured, distributed and/or sold certain inflatable
16 vinyl toys or other children's items, including but not limited to a fiesta rubber duck, soft baseball
17 ball, inflatable crab and squirter gicleur containing di(2-ethylhexyl)phthalate ("DEHP") without
18 the requisite Proposition 65 warnings. DEHP is a phthalate that is listed as a reproductive and
19 developmental toxicant pursuant to Proposition 65 and is referred to hereinafter as the "Listed
20 Chemical."

21 **1.5 Product Description**

22 The products covered by this consent judgment are inflatable vinyl toys, soft sport balls,
23 bathroom toys, handheld toys, and other children's items including but not limited to rubber duck
24 item no. 399508, soft baseball item no. 391834, inflatable crab item no. 391726, and squirter
25 gicleur item no. 391763. "Toys" or "children's items" means all products that are reasonably
26 subject to use by children and not specifically labeled with a warning that the product should not
27 be used by children. All toys and children's items containing the Listed Chemical and
28 manufactured and/or sold or distributed by Amscan are referred to hereinafter as the "Covered

1 Products."

2 **1.6 Notices of Violation**

3 On April 22, 2008, July 10, 2008 and August 14, 2008, Dr. Held served Amscan and
4 various public enforcement agencies with four documents entitled "60-Day Notice of Violation"
5 (the "Notices") that provided Amscan and public enforcers with notice of alleged violations of
6 Health & Safety Code § 25249.6 for failing to warn consumers that the Covered Products that
7 Amscan manufactured, distributed and/or sold exposed users in California to DEHP. To the best
8 of the parties' knowledge, no public enforcer has diligently prosecuted the allegations set forth in
9 the Notices.

10 **1.7 Complaint**

11 On August 15, 2008, Dr. Held, acting in the interest of the general public in California,
12 filed a complaint ("Complaint" or "Action") in the Superior Court in and for the County of
13 Sacramento against Amscan, California Amscan Incorporated, Party City Corporation and Does 1
14 through 150, alleging violations of Health & Safety Code § 25249.6 based on the alleged
15 exposures to DEHP contained in Covered Products manufactured, distributed and/or sold by
16 Amscan.

17 **1.8 No Admission**

18 Amscan denies the material, factual and legal allegations contained in Dr. Held's Notices
19 and Complaint and maintains that all Covered Products it has manufactured, distributed and/or
20 sold in California have been and are in compliance with all applicable laws. Nothing in this
21 Consent Judgment shall be construed as an admission by Amscan of any fact, finding, issue of
22 law, or violation of law, nor shall compliance with this Consent Judgment constitute or be
23 construed as an admission by Amscan of any fact, finding, conclusion, issue of law, or violation
24 of law, such being specifically denied by Amscan. However, this Section shall not diminish or
25 otherwise affect Amscan's obligations, responsibilities, and duties under this Consent Judgment.

26 **1.9 Consent to Jurisdiction**

27 For purposes of this Consent Judgment only, the parties stipulate that this Court has
28 jurisdiction over Amscan as to the allegations contained in the Complaint, that venue is proper in

1 the County of Sacramento and that this Court has jurisdiction to enter and enforce the provisions
2 of this Consent Judgment.

3 **1.10 Effective Date**

4 For purposes of this Consent Judgment, the term "Effective Date" shall mean October 31,
5 2008.

6 **II. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION**

7 **2.1 Product Warnings**

8 Commencing on the Effective Date, Amscan shall not sell, ship, or offer to be shipped for
9 sale in California any Covered Products unless such Products are sold or shipped with one of the
10 clear and reasonable warnings set forth in subsections 2.1(a) and (b), are otherwise exempt
11 pursuant to Section 2.2, or comply with the reformulation standards set forth in Section 2.3.

12 Each warning shall be prominently placed with such conspicuousness as compared with
13 other words, statements, designs, or devices as to render it likely to be read and understood by an
14 ordinary individual under customary conditions before purchase or use. Each warning shall be
15 provided in a manner such that the consumer or user understands to which specific Covered
16 Product the warning applies, so as to minimize if not eliminate the chance that an overwarning
17 situation will arise.

18 **(a) Retail Store Sales.**

19 **(i) Product Labeling.** Amscan may perform its warning obligation by
20 ensuring that a warning is affixed to the packaging, labeling, or directly on each Covered Product
21 sold in retail outlets in California by Amscan or its agents, that states:

22 **WARNING:** This product contains DEHP, a phthalate
23 chemical known to the State of California
24 to cause birth defects and other
reproductive harm.

25 **(ii) Point-of-Sale Warnings.** Amscan may perform its warning
26 obligations by providing warning signs in the form below to its customers in California with
27 instructions to post the warnings in close proximity to the point of display of the Covered
28 Products.

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WARNING: This product contains DEHP, a phthalate chemical known to the State of California to cause birth defects and other reproductive harm.

Where more than one Covered Product is sold in proximity to other like items or to those that do not require a warning (e.g., Reformulated Products as defined in Section 2.3), the following statement must be used:¹

WARNING: The following products contain DEHP, a phthalate chemical known to the State of California to cause birth defects and other reproductive harm.

[list products for which warning is required]

(b) Mail Order Catalog and Internet Sales. In the event that Amscan sells Covered Products via mail order catalog or internet to customers located in California after the Effective Date that are not Reformulated Products, Amscan shall satisfy its warning obligations for Covered Products sold via mail order catalog or the Internet to California residents by providing a warning: (i) in the mail order catalog, or (ii) on the website. Warnings given in the mail order catalog or on the website shall identify the specific Covered Product to which the warning applies as further specified in Sections 2.1(b)(i) and (ii).

(i) Mail Order Catalog Warning. Any warning provided in a mail order catalog must be in the same type size or larger than the Covered 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 Covered Product:

WARNING: This product contains DEHP, a phthalate 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

¹For purposes of the consent judgment, "sold in proximity" shall mean that the Covered Product and another product are offered for sale close enough to each other that the consumer, under customary conditions, could not reasonably determine which of the two products is subject to the warning sign.

1
2 **WARNING:** Products identified on this page with the
3 following symbol contain DEHP, a
4 phthalate chemical known to the State of
 California to cause birth defects and other
 reproductive harm: ▼.

5 **2.2 Exceptions To Warning Requirements**

6 The warning requirements set forth in Section 2.1 shall not apply to:

- 7 (i) Any Covered Products shipped to Amscan's customers in California prior
8 to October 31, 2008; or
9 (ii) Reformulated Products (as defined in Section 2.3 below).

10 **2.3 Reformulation Standards**

11 Reformulated Products are defined as those Covered Products containing less than or
12 equal to 1,000 parts per million ("ppm") of DEHP. The warnings required pursuant to Section
13 2.1 above shall not be required for Reformulated Products.

14 Amscan shall use Environmental Protection Agency ("EPA") testing methodologies
15 3580A and 8270C, or other comparable methodologies accepted by one or more federal and/or
16 state agencies, to determine whether the respective levels have been exceeded in its Covered
17 Products.

18 **2.4 Reformulation Commitment**

19 Amscan hereby commits that one hundred percent (100%) of the Covered Products that it
20 ships for sale in California after October 31, 2008, shall qualify as Reformulated Products or shall
21 otherwise be exempt from the warning requirements of Section 2.1. Amscan represents that in
22 direct response to Plaintiff's 60 day notices it restricted its sales of noticed items to ensure that
23 they were not shipped to California and communicated with Party City to request that Party City
24 remove noticed items from its California stores and stop selling any such items in California.

25 **III. MONETARY PAYMENTS**

26 **3.1 Payments Pursuant to Health & Safety Code § 25249.7(b)**

27 In settlement of all claims related to the Covered Products and Listed Chemical referred to
28 in the Complaint, and this Consent Judgment pursuant to Health & Safety Code § 25249.7(b),

1 Amscan, on behalf of itself and those in its chain of distribution, including Party City
2 Corporation, shall pay \$18,000 in civil penalties.

3 Civil penalties are to be apportioned in accordance with California Health & Safety Code
4 § 25192, with 75% of these funds remitted to the State of California's Office of Environmental
5 Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to
6 Anthony Held as provided by California Health & Safety Code §25249.12(d). Amscan shall
7 issue two separate checks for the penalty payment: (a) one check made payable to "Hirst &
8 Chanler LLP in Trust for OEHHA" in the amount of \$13,500, representing 75% of the total
9 penalty; and (b) one check to "Hirst & Chanler LLP in Trust for Anthony Held" in the amount of
10 \$4,500, representing 25% of the total penalty. Two separate 1099s shall be issued for the above-
11 payments: (a) OEHHA, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486); and (b)
12 Anthony Held, whose information shall be provided five calendar days before the payment is due.

13 Payment shall be delivered to Dr. Held's counsel on or before November 14, 2008, at the
14 following address:

15 Hirst & Chanler LLP
16 Attn: Proposition 65 Coordinator
17 Capitol Mall Complex
18 455 Capitol Mall, Suite 605
19 Sacramento, CA 95814

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

21 **4.1 Attorney Fees and Costs**

22 The Parties acknowledge that Dr. Held and his counsel offered to resolve this dispute
23 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving
24 this fee issue to be resolved after the material terms of the agreement had been settled. Amscan
25 then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms
26 had been finalized. The Parties then attempted to (and did) reach an accord on the compensation
27 due to Dr. Held and his counsel under general contract principles and the private attorney general
28 doctrine codified at California Code of Civil Procedure (C.C.P.) § 1021.5, for all work performed
through the mutual execution of this agreement. Amscan, on behalf of itself and those in its
chain of distribution, including Party City Corporation, shall reimburse Dr. Held and his counsel

1 a total of \$53,000 for fees and costs incurred as a result of investigating, bringing this matter to
2 Amscan's attention, and litigating and negotiating a settlement in the public interest. Amscan
3 shall issue a separate 1099 for fees and costs (EIN: 20-3929984) and shall make the check
4 payable to "Hirst & Chanler LLP" and shall be delivered on or before November 14, 2008.

5 Hirst & Chanler LLP
6 Attn: Proposition 65 Coordinator
7 Capitol Mall Complex
8 455 Capitol Mall, Suite 605
9 Sacramento, CA 95814

10 **4.2 Additional Attorney Fees and Costs in Seeking Judicial Approval**

11 Pursuant to C.C.P. §§ 1021 and 1021.5, the Parties agree that Amscan, on behalf of itself
12 and its chain of distribution, including Party City Corporation, will reimburse Dr. Held and his
13 counsel for their reasonable fees and costs incurred in seeking judicial approval of this settlement
14 agreement in the trial court and performing other necessary tasks after the execution of the
15 agreement, in an amount not to exceed \$8,500. Such additional fees and costs, exclusive of fees
16 and costs that may be incurred in the event of an appeal, include but are not limited to, drafting
17 and filing of the motion to approve papers, fulfilling the reporting requirements referenced in
18 Health & Safety Code §25249.7(f), responding to any third party objections, filing notice of entry
19 of judgment, corresponding with opposing counsel and appearing before the Court related to the
20 approval process.

21 Reimbursement of such additional fees and costs shall be due within ten days after receipt
22 of a billing statement from Dr. Held ("Additional Fee Claim"). Payment of the Additional Fee
23 Claim shall be made to "Hirst & Chanler LLP," and the payment shall be delivered at the
24 following address:

25 Hirst & Chanler LLP
26 Attn: Proposition 65 Coordinator
27 Capitol Mall Complex
28 455 Capitol Mall, Suite 605
Sacramento, CA 95814

Amscan has the right to object to such reimbursement and may submit the resolution of
this issue to the American Arbitration Association (AAA) in Northern California to determine the

1 reasonableness of the additional fees and costs sought, provided that such notice of objection or
2 decision to arbitrate is received by Dr. Held by the end of the ten calendar days. If an arbitration
3 notice is not filed with AAA in a timely manner, Dr. Held may file a motion with the Court
4 pursuant to both C.C.P. § 1021.5 and this settlement agreement to recover additional attorney fees
5 and costs incurred as set forth in this paragraph. In the event Amscan submits the matter to
6 arbitration, Dr. Held may seek, pursuant to C.C.P. §1021.5, reasonable attorney fees and costs
7 incurred for the arbitration.

8 **V. CLAIMS COVERED AND RELEASE**

9 **5.1 Dr. Held's Release of Amscan, and its Chain of Distribution**

10 In further consideration of the promises and agreements herein contained, the injunctive
11 relief commitments set forth in Section 2, and for the payments to be made pursuant to Sections 3
12 and 4, Dr. Held on behalf of himself, his past and current agents, representatives, attorneys,
13 successors, and/or assignees, and the general public, hereby waives with respect to Covered
14 Products all rights to institute or participate in, directly or indirectly, any form of legal action and
15 releases all claims, including, without limitation, all actions, and causes of action, in law or in
16 equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses
17 (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any nature
18 whatsoever, whether known or unknown, fixed or contingent (collectively "claims"), against
19 Amscan and each of its wholesalers, licensors, licensees, import partners, auctioneers, retailers
20 (including, without limitation, Party City Corporation and any other retailer in its chain of
21 distribution in California), franchisees, dealers, customers, owners, purchasers, users, parent
22 companies, corporate affiliates, subsidiaries, and their respective officers, directors, attorneys,
23 representatives, shareholders, agents, and employees, and sister and parent entities (collectively
24 "Releasees") that arise under Proposition 65 or any other statutory or common law claims that
25 could have been asserted in the public interest, as such claims relate to the Releasees' alleged
26 failure to warn about exposures to the Listed Chemical contained in children's items and toys
27 specifically children's soft sport balls and children's vinyl bathroom toys such as rubber ducks,
28 fish squirters and inflatable crabs, and Amscan's compliance with this Consent Judgment shall

1 constitute compliance with Proposition 65 for Amscan and its Releasees with respect to the
2 Listed Chemical in such items after the Effective Date. Pursuant to this release and the
3 consideration therefore, Plaintiff shall execute and cause to be filed a Request for Dismissal of
4 Party City Corporation from the captioned action without prejudice as to the allegations involving
5 the Covered Products manufactured, distributed, or sold by Amscan, as alleged in the Complaint,
6 within 10 days after this Consent Judgment is approved by the Court pursuant to section VI
7 below.

8 Dr. Held also, in his individual capacity only and *not* in his representative capacity,
9 provides a general release herein which shall be effective as a full and final accord and
10 satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees,
11 damages, losses, claims, liabilities and demands of Dr. Held of any nature, character or kind,
12 known or unknown, suspected or unsuspected, arising out of the subject matter of the Action. Dr.
13 Held acknowledges that he is familiar with Section 1542 of the California Civil Code, which
14 provides as follows:

15 A general release does not extend to claims which the creditor does
16 not know or suspect to exist in his favor at the time of executing the
17 release, which if known by him must have materially affected his
18 settlement with the debtor.

18 Dr. Held, in his individual capacity only and *not* in his representative capacity, expressly
19 waives and relinquishes any and all rights and benefits which he may have under, or which may
20 be conferred on him by the provisions of Section 1542 of the California Civil Code as well as
21 under any other state or federal statute or common law principle of similar effect, to the fullest
22 extent that he may lawfully waive such rights or benefits pertaining to the released matters. In
23 furtherance of such intention, the release hereby given shall be and remain in effect as a full and
24 complete release notwithstanding the discovery or existence of any such additional or different
25 claims or facts arising out of the released matters.

26 The parties further understand and agree that this release shall not extend upstream to any
27 entities that manufactured the Covered Products or any component parts thereof, or any
28 distributors or suppliers who sold the Covered Products or any component parts thereof to

1 Amscan.

2 **5.2 Amscan's Release of Dr. Held**

3 Amscan waives any and all claims against Dr. Held, his attorneys, and other
4 representatives for any and all actions taken or statements made (or those that could have been
5 taken or made) by Dr. Held and his attorneys and other representatives, whether in the course of
6 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this
7 matter, and/or with respect to the Covered Products.

8 **VI. COURT APPROVAL**

9 This Consent Judgment is not effective until it is approved and entered by the Court and
10 shall be null and void if, for any reason, it is not approved and entered by the Court within nine
11 months after it has been fully executed by all parties. In the event this consent judgment is (a)
12 not entered by this Court within nine months (or thereafter) for any reason whatsoever, or (b) is
13 entered by the Court and subsequently overturned by any appellate court, any monies that have
14 been provided to Dr. Held, or his counsel pursuant to Section 3 and/or Section 4 above, together
15 with interest at the prevailing federal rate accruing from the date of payment by Amscan, shall
16 be refunded within fifteen (15) days after receiving written demand from Amscan for return of
17 such funds.

18 **VII. SEVERABILITY**

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

22 **VIII. GOVERNING LAW**

23 The terms of this Consent Judgment shall be governed by the laws of the State of
24 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
25 inapplicable by reason of law generally, or as to the Listed Chemical and/or the Covered
26 Products, then Amscan shall have no further obligations pursuant to this Consent Judgment with
27 respect to, and to the extent that, the Covered Products are so affected.

28

1 **IX. NOTICES**

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

6 To Amscan and Party City:

7 Joseph Zepf, Esq.
8 Amscan, Inc.
9 80 Grasslands Road
Elmsford, NY 10523

10 With a copy to:

11 James Robert Maxwell, Esq.
12 ROGERS JOSEPH O'DONNELL
13 311 California St., 10th Floor
San Francisco, CA 94104

14 To Dr. Held:

15 HIRST & CHANLER LLP
16 Attn: Proposition 65 Coordinator
17 2560 Ninth Street, Suite 214
Berkeley, CA 94710

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

20 **X. COUNTERPARTS, FACSIMILE SIGNATURES**

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

24 **XI. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)**

25 Dr. Held agrees to comply with the reporting form requirements referenced in California
26 Health & Safety Code §25249.7(f).

27 **XII. ADDITIONAL POST EXECUTION ACTIVITIES**

28 The parties acknowledge that pursuant to Health & Safety Code §25249.7, a noticed

1 motion is required to obtain judicial approval of this Consent Judgment. In furtherance of
2 obtaining such approval, Dr. Held, Amscan and their respective counsel agree to mutually
3 employ their best efforts to support the entry of this agreement as a Consent Judgment and obtain
4 approval of the Consent Judgment by the Court in a timely manner. For purposes of this
5 paragraph, best efforts shall include, at a minimum, cooperating on the drafting and filing any
6 papers, asserting any oral argument in support of the required motion for judicial approval, and
7 defending any appellate review of the Court's approval.

8 **XIII. MODIFICATION**

9 This Consent Judgment may be modified only: (1) by written agreement of the parties; or
10 (2) upon a successful motion of any party and entry of a modified Consent Judgment by the
11 Court. Dr. Held shall be entitled to seek his reasonable fees and costs incurred in the
12 modification process under C.C.P. §1021.5 if Amscan brings a motion to modify the terms of this
13 Consent Judgment.

14 **XIV. AUTHORIZATION**

15 The undersigned are authorized to execute this Consent Judgment on behalf of their
16 respective parties and have read, understood, and agree to all of the terms and conditions of this
17 Consent Judgment.

18 AGREED TO:

AGREED TO:

19 Date:

APPROVED By Anthony E Held at 9:26 am, 10/29/08

Date: _____

20
21 By: Anthony E Held
22 Plaintiff ANTHONY E. HELD, Ph.D., P.E.

By: _____
Defendant AMSCAN, INC.

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10 (2) upon a successful motion of any party and entry of a modified Consent Judgment by the
11 Court. Dr. Held shall be entitled to seek his reasonable fees and costs incurred in the
12 modification process under C.C.P. §1021.5 if Amscan brings a motion to modify the terms of this
13 Consent Judgment.

14 **XIV. AUTHORIZATION**

15 The undersigned are authorized to execute this Consent Judgment on behalf of their
16 respective parties and have read, understood, and agree to all of the terms and conditions of this
17 Consent Judgment.

18 AGREED TO:
19 Date: _____
20

AGREED TO:
Date: 10/30/08

21 By: _____
22 Plaintiff ANTHONY E. HELD, Ph.D., P.E.

By: 
Defendant AMSCAN, INC.

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APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: October 29, 2008

Date: 10/31/08

HIRST & CHANLER LLP

ROGERS JOSEPH O'DONNELL

By: 

By: 

David Bush
Attorneys for Plaintiff
ANTHONY E. HELD, Ph.D., P.E.

James Robert Maxwell
Attorneys for Defendant
AMSCAN, INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT