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Clifford A. Chanler, State Bar No. 135534
David S. Lavine, State Bar No. 166744
HIRST & CHANLER LLP
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565
Telephone: (510) 848-8880
Facsimile: (510) 848-8118

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO
UNLIMITED CIVIL JURISDICTION

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

Plaintiff,

v.

SLY FOX APPAREL GROUP, LLC;
PARIGI GROUP LTD.; KEMISTRE 8 LLC;
AKADEMIKS; and DOES 1 through 150,
inclusive,

Defendants.

Case No. 30-2009-00035040

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

Date: August 10, 2009
Time: 9:00 a.m.
Dept: 54
Judge: Hon. Shelleyanne W.L. Chang

274
FILED
ENDORSED
2009 AUG 10 AM 11:54
SACRAMENTO COURTS
DEPT. #54

1 In the above-entitled action, Plaintiff ANTHONY E. HELD, Ph.D., P.E. and Defendant
2 PARIGI GROUP LTD., having agreed through their respective counsel that judgment be entered
3 pursuant to the terms of the Proposition 65 settlement agreement in the form of a Stipulation and
4 [Proposed] Order Re: Consent Judgment entered into by the parties, and following issuance of an
5 order approving this Proposition 65 settlement agreement and entering the Stipulation and Order
6 Re: Consent Judgment on August 10, 2009.

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Code of Civil
8 Procedure §664.6, judgment is entered in accordance with the terms of the Stipulation and Order
9 Re: Consent Judgment attached hereto as **Exhibit 1**.

10 **IT IS SO ORDERED.**

11
12 Dated: AUG 10 2009 _____


JUDGE OF THE SUPERIOR COURT
RUDOLPH LONCKE

EXHIBIT 1

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Case No. 30-2009-00035040

STIPULATION AND [PROPOSED]
ORDER RE: CONSENT JUDGMENT

1 **1. INTRODUCTION**

2 **1.1 Anthony E. Held, Ph.D., P.E., and Parigi Group, Ltd.**

3 This consent judgment is entered into by and between plaintiff Anthony E. Held, Ph.D., P.E.
4 ("Dr. Held" or "Plaintiff") and defendant ("Parigi" or "Defendant") with Dr. Held and Parigi
5 collectively referred to as the "parties."

6 **1.2 Plaintiff Dr. Anthony Held**

7 Dr. Held represents he is an individual residing in 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 Parigi employs ten or more persons and is a person in the course of doing business for
12 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 Parigi has manufactured, distributed and/or sold certain children's
16 outerware containing di(2-ethylhexyl)phthalate (hereinafter "DEHP") in the State of California
17 without the requisite health hazard warnings. DEHP is listed pursuant to Proposition 65, and is
18 known to cause birth defects and other reproductive harm. DEHP shall be referred to hereinafter as
19 the "listed chemical."

20 **1.5 Product Description**

21 The products that are covered by this consent judgment are defined as follows: children's
22 hooded sweatshirts with vinyl zipper pulls containing DEHP, including but not limited to *Akademks*
23 *IB ALVR PRT Hoodie, Style: AS81268 (#8 81073 26201 0)*, and children's faux leather jackets,
24 including but not limited to *Akademks Little Boy Brando Faux Leather Jacket, Style: AF82773 (#8*
25 *81073 29969 6)*. All such children's hooded sweatshirts with vinyl zipper pulls and faux leather
26 jackets containing DEHP are referred to hereinafter as the "Products".

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1.6 Notice of Violation

On or about November 28, 2008, Dr. Held served Parigi, its co-defendants, and various public enforcement agencies with a "60-Day Notice of Violation" (the "Notice"), that provided Parigi, its co-defendants, and public enforcers with notice of alleged violations of Health & Safety Code §25249.6 for failing to warn consumers that Products that Parigi manufactured, distributed, and/or sold exposed users in California to DEHP. No public enforcer diligently prosecuted the allegations set forth in the Notice. As a direct result of the Notice, Parigi immediately began to implement a process for the reformulation of the Products at issue.

1.7 Complaint

On February 20, 2009, Dr. Held, who was and is acting in the interest of the general public in California, filed a complaint ("Complaint" or "Action") in the Superior Court in and for the County of Sacramento against Sly Fox Apparel Group, LLC; Parigi Group, Ltd.; Kemistre 8 LLC; Akademiks; and Does 1 through 150, alleging violations of California Health & Safety Code §25249.6 based on the alleged exposures to the listed chemical contained in the Products sold by Parigi.

1.8 No Admission

Parigi denies the material, factual, and legal allegations contained in Dr. Held's Notice and Complaint, and maintains that all Products that it has sold and distributed in California have been and are in compliance with all laws. Nothing in this consent judgment shall be construed as an admission by Parigi of any fact, finding, issue of law, or violation of law, nor shall compliance with this consent judgment constitute or be construed as an admission by Parigi of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Parigi. In order to avoid the costs and expenses of litigation and without admitting liability or wrongdoing, Parigi has elected to resolve this matter by settlement and on the terms set forth herein. However, this section shall not diminish or otherwise affect Parigi's obligations, responsibilities, and duties under this consent judgment.

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1.9 Consent to Jurisdiction

For purposes of this consent judgment only, the parties stipulate that this Court has jurisdiction over Parigi as to the allegations contained in the Complaint, that venue is proper in the County of Sacramento and this Court has jurisdiction to enter and enforce this consent judgment as a full and final binding resolution of all claims which were or could have been raised in the Complaint against Parigi based on the facts alleged therein and in the Notice.

1.10 Effective Date

For purposes of this consent judgment, the term "Effective Date" shall mean June 15, 2009.

2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION

2.1 Product Warnings

After the Effective Date, Parigi shall not sell, ship, or offer to be shipped for sale in California any Products containing the listed chemical unless: such Products are sold or shipped with one of the clear and reasonable warnings set forth in subsections 2.1(a) and (b), are otherwise exempt pursuant to Section 2.2, or comply with the reformulation standards set forth in Section 2.3, below.

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

(a) Retail Store Sales.

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

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

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(ii) **Point-of-Sale Warnings.** Parigi may, alternatively, perform its warning obligations by ensuring that signs are posted at 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: 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 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.** Parigi shall satisfy its warning obligations for 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 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 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 Products:

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

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

WARNING: Certain products identified with this symbol ▼ and offered for sale in this catalog contain DEHP, a phthalate chemical known to the State of California to cause birth defects and other reproductive harm.

The designated symbol must appear on the same page and in close proximity to the display and/or description of the Products. On each page where the designated symbol appears, Parigi must provide a header or footer directing the consumer to the warning language and definition of the designated symbol.

If Parigi elects to provide warnings in the mail order catalog, then the warnings must be included in all catalogs offering to sell one or more Products printed after the Effective Date.

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

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

4 Alternatively, the designated symbol may appear adjacent to or immediately following the
5 display, description, or price of the Products for which a warning is being given, provided that the
6 following warning statement also appears elsewhere on the same web page, as follows:

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

11 **2.2 Exceptions To Warning Requirements**

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

- 13 (i) any Products received by Parigi prior to receipt of the Notice, provided that
14 Parigi does not have actual knowledge, or reason from communications with
15 its suppliers of the Products to believe, that the Listed Chemical is present in
16 such Products in concentrations exceeding 1000 ppm each;
- 17 (ii) any Product shipped by Parigi to its customers in California prior to the
18 Effective Date; or
- 19 (iii) Reformulated Products (as defined in Section 2.3 below).

20 **2.3 Reformulation Standards**

21 Reformulated Products are defined as those containing less than 1,000 ppm of DEHP, as
22 measured by Environmental Protection Agency ("EPA") testing methodologies 3580A and 8270C.

23 **2.4 Reformulation Commitment**

24 Upon Parigi's receipt of the Notice, Parigi undertook immediate efforts to reformulate the
25 Products so as to eliminate the presence of DEHP. Parigi hereby commits to use its best efforts to
26 reformulate one hundred percent (100%) of the Products that it offers for sale in California after
27 June 15, 2009, so that the Products shall qualify as Reformulated Products or shall otherwise be
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1 exempt from the warning requirements.

2 **3. MONETARY PAYMENTS**

3 **3.1 Payments Pursuant to Health & Safety Code §25249.7(b)**

4 Pursuant to Health & Safety Code §25249.7(b), the total civil penalty assessed shall be
5 \$7,000. Civil penalties are to be apportioned in accordance with California Health & Safety Code
6 §25192, with 75% of these funds remitted to the State of California's Office of Environmental
7 Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Anthony
8 Held as provided by California Health & Safety Code §25249.12(d). Parigi shall issue two separate
9 checks for the penalty payment: (a) one check made payable to "Hirst & Chanler LLP in Trust For
10 OEHHA" in the amount of \$5,250 representing 75% of the total penalty; and (b) one check to "Hirst
11 & Chanler LLP in Trust for Anthony Held" in the amount of \$1,750 representing 25% of the total
12 penalty. Two separate 1099s shall be issued for the above payments to OEHHA, P.O. Box 4010,
13 Sacramento, CA 95814 (EIN: 68-0284486) and to Held whose address and tax identification
14 number shall be furnished, upon request, five calendar days before payment is due. The payments
15 shall be delivered on or before June 18, 2009, to the following address:

16 HIRST & CHANLER LLP
17 Attn: Proposition 65 Controller
18 2560 Ninth Street
19 Parker Plaza, Suite 214
20 Berkeley, CA 94710

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

22 **4.1 Attorney Fees and Costs.**

23 The parties acknowledge that Dr. Held and his counsel offered to resolve this dispute
24 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving
25 this fee issue to be resolved after the material terms of the agreement had been settled. Parigi then
26 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been
27 finalized. The parties then attempted to (and did) reach an accord on the compensation due to Dr.
28 Held and his counsel under general contract principles and the private attorney general doctrine
codified at California Code of Civil Procedure (CCP) §1021.5, for all work performed through the

1 mutual execution of this agreement. Parigi shall reimburse Dr. Held and his counsel the total of
2 \$28,000 for fees and costs incurred as a result of investigating, bringing this matter to Parigi's
3 attention, and litigating and negotiating a settlement in the public interest. Parigi shall issue a
4 separate 1099 for fees and costs (EIN: 20-3929984) and shall make the check payable to "Hirst &
5 Chanler LLP" and shall be delivered on or before June 1st, 2009, to the following address: 

6
7 HIRST & CHANLER LLP
8 Attn: Proposition 65 Controller
9 2560 Ninth Street
10 Parker Plaza, Suite 214
11 Berkeley, CA 94710

12 **4.2 Additional Attorney Fees and Costs in Seeking Judicial Approval.**

13 Pursuant to CCP §§1021 and 1021.5, the parties further agree that Parigi will reimburse Dr.
14 Held and his counsel for their reasonable fees and costs incurred in seeking judicial approval of this
15 settlement agreement in the trial court and fulfilling other necessary tasks in an amount not to
16 exceed \$5,000. Such additional fees and costs, exclusive of fees and costs that may be incurred in
17 the event of an appeal include, but are not limited to, drafting and filing of the motion to approve
18 papers, fulfilling the reporting requirements referenced in Health & Safety Code §25249.7(f),
19 responding to any third party objections, filing notice of entry of the Court's approval,
20 corresponding with opposing counsel and appearing before the Court related to the approval
21 process.

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

26 HIRST & CHANLER LLP
27 Attn: Proposition 65 Controller
28 2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710

Parigi has the right to object to such reimbursement and may submit the resolution of this

1 issue to the American Arbitration Association (AAA) in Northern California to determine the
2 reasonableness of the additional fees and costs sought, provided that an arbitration notice, notice of
3 objection, or decision to arbitrate is received by Dr. Held by the end of the ten calendar days. If an
4 arbitration notice is not filed with AAA in a timely manner, Dr. Held may file a motion with the
5 Court pursuant to both CCP §1021.5 and this consent judgment to recover additional attorney fees
6 and costs incurred as set forth in this paragraph. In the event Parigi submits the matter to
7 arbitration, Dr. Held may seek, pursuant to CCP §1021.5, reasonable attorney fees and costs
8 incurred for the arbitration.

9 Dr. Held's counsel agrees that it shall hold all civil penalties and attorney's fees and costs
10 paid pursuant to Section 3.1 and 4.1 above in its trust account until such time as this consent
11 judgment is approved by the Court. In the event that this consent judgment is not approved by the
12 Court in the time prescribed in Section 6 of this consent judgment, the civil penalties and attorney's
13 fees and costs paid pursuant to Sections 3.1 and 4.1 above, along with interest accrued at the
14 existing federal funds rate, shall be refunded to Parigi.

15 **5. RELEASE OF ALL CLAIMS**

16 **5.1 Dr. Held's Release of Parigi**

17 In further consideration of the promises and agreements herein contained, and for the
18 payments to be made pursuant to Sections 3 and 4, Dr. Held on behalf of himself, his past and
19 current agents, representatives, attorneys, successors, and/or assignees, and in the interest of the
20 general public, hereby waives all rights to institute or participate in, directly or indirectly, any form
21 of legal action and releases all claims including, without limitation, all actions, and causes of action,
22 in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or
23 expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any
24 nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), that
25 were brought or could have been brought against Parigi or its parents, subsidiaries or affiliates, and
26 all of their customers, distributors, wholesalers, retailers, licensors, licensees, including co-
27 defendants Sly Fox Apparel Group LLC, Kemistre 8 LLC, and Akademiks, or any other person in
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1 the course of doing business, and the successors and assigns of any of them, who may use, maintain,
2 manufacture, distribute, advertise, market or sell Products, and the officers, directors, managers,
3 employees, members, shareholders, agents, insurers and representatives of each of them
4 (collectively "Defendant Releasees") in this Action. This release is limited to, but is intended to be
5 a full, final, and binding resolution of, those Claims that arise under Proposition 65, as against
6 Parigi and Defendant Releasees, as such Claims relate to Parigi's alleged failure to warn about
7 exposures to the listed chemical contained in the Products.

8 The Parties further understand and agree that this release shall not extend upstream to any
9 entities that manufactured the Products for Parigi or any component parts thereof or to any
10 distributors or suppliers who sold the Products or any component parts thereof to Parigi.

11 **5.2 Parigi's Release of Dr. Held**

12 Parigi waives any and all claims against Dr. Held, his attorneys, and other representatives for
13 any and all actions taken or statements made (or those that could have been taken or made) by Dr.
14 Held and his attorneys and other representatives, whether in the course of investigating claims or
15 otherwise seeking enforcement of Proposition 65 against them in this matter, and/or with respect to
16 the Products.

17 **6. COURT APPROVAL**

18 This consent judgment is not effective until it is approved and entered by the Court and shall
19 be null and void if, for any reason, it is not approved and entered by the Court within one year after
20 it has been fully executed by all parties. If the Court does not approve the consent judgment, the
21 parties shall meet and confer as to (and jointly agree on) whether to modify the language or appeal
22 the ruling. If the parties do not jointly agree on a course of action to take, then the case shall
23 proceed in its normal course on the trial court's calendar. In the event that this consent judgment is
24 entered by the Court and subsequently overturned by any appellate court or the motion to approve is
25 not ultimately granted, any monies that have been provided to Plaintiff, or his counsel pursuant to
26 Section 3 and/or Section 4 above, shall be refunded within fifteen days of the appellate decision
27 becoming final. If the Court's approval is ultimately overturned by an appellate court, the parties
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1 shall meet and confer as to (and jointly agree on) whether to modify the terms of the consent
2 judgment. If the parties do not jointly agree on a course of action to take, then the case shall
3 proceed in its normal course on the trial court's calendar.

4 **7. SEVERABILITY**

5 If, subsequent to the execution of this consent judgment, any of the provisions of this
6 consent judgment are held by a court to be unenforceable, the validity of the enforceable provisions
7 remaining shall not be adversely affected.

8 **8. ENTIRE AGREEMENT**

9 This consent judgment contains the sole and entire agreement and understanding of the
10 parties with respect to the entire subject matter hereof, and any and all prior discussions,
11 negotiations, commitments, and understandings related hereto. No representations, oral or
12 otherwise, express or implied, other than those contained herein have been made by any party
13 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
14 to exist or to bind any of the parties.

15 **9. GOVERNING LAW**

16 The terms of this consent judgment shall be governed by the laws of the State of California
17 and apply within the State of California. In the event that Proposition 65 is repealed or is otherwise
18 rendered inapplicable by reason of state or federal law generally, or as to the Products, then Parigi
19 shall provide written notice to Dr. Held of any asserted change in the law, and shall have no further
20 obligations pursuant to this consent judgment with respect to, and to the extent that, the Products are
21 so affected.

22 **10. NOTICES**

23 Unless specified herein, all correspondence and notices required to be provided pursuant to
24 this consent judgment shall be in writing and personally delivered or sent by: (i) first-class,
25 registered or certified mail, return receipt requested; or (ii) overnight courier on any party by the
26 other party at the following addresses:

27
28 To Parigi:

1 William Finkelstein, Chief Operating Officer
2 Parigi Group, Ltd.
3 112 West 34th Street, Suite 500, Floor 5
4 New York, NY 10120

5 With Copies To:

6 Edward Joffe, Esq.
7 SANDLER TRANS & ROSENBERG, P.A.
8 5200 Blue Lagoon Drive
9 Suite 600
10 Miami, Florida 33126

11 To Dr. Held:

12 Proposition 65 Coordinator
13 HIRST & CHANLER, LLP
14 2560 Ninth Street
15 Parker Plaza, Suite 214
16 Berkeley, CA 94710-2565

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

19 **11. COUNTERPARTS: FACSIMILE SIGNATURES**

20 This consent judgment may be executed in counterparts and by facsimile, each of which
21 shall be deemed an original, and all of which, when taken together, shall constitute one and the same
22 document.

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

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

26 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

27 The Parties acknowledge that, pursuant to California Health & Safety Code §25249.7, a
28 noticed motion is required to obtain judicial approval of this consent judgment. Dr. Held and Parigi
agree to mutually employ their best efforts to support the entry of this agreement as a consent
judgment by the trial court and defend the agreement against any appellate review. Accordingly, Dr.
Held agrees to file a motion to approve the consent judgment, and Parigi agrees to support it.

14. MODIFICATION AND ATTORNEYS FEES

1 This consent judgment may be modified only: (1) by written agreement of the parties and
2 upon entry of a modified consent judgment by the Court thereon; or (2) upon a successful motion of
3 any party and entry of a modified consent judgment by the Court. In the event that, after execution
4 of this Stipulated Consent Judgment: (1) a dispute arises with respect to any provisions of this
5 Consent Judgment; or (2) either Party seeks to enforce the terms of this Consent Judgment, the
6 prevailing party shall be entitled to reasonable attorney's fees and costs.

7 **15. AUTHORIZATION**

8 The undersigned are authorized to execute this consent judgment on behalf of their
9 respective parties and have read, understood, and agree to all of the terms and conditions of this
10 consent judgment.

<p>12 AGREED TO: APPROVED By Anthony E Held at 1:00 pm, 6/15/09</p> <p>13 Date: _____</p> <p>14 By: <u>Anthony E Held</u> ANTHONY E. HELD, Ph.D., P.E.</p>	<p>12 AGREED TO:</p> <p>13 Date: <u>6-15-09</u></p> <p>14 By: <u>William Finkelstein</u> William Finkelstein, Chief Operating Officer PARIGI GROUP, LTD.</p>
<p>18 APPROVED AS TO FORM:</p> <p>19 Date: <u>June 15, 2009</u></p> <p>20 HIRST & CHANLER LLP</p> <p>21 By: <u>David Lavine</u> David Lavine Attorneys for Plaintiff ANTHONY E. HELD, Ph.D., P.E.</p>	<p>18 APPROVED AS TO FORM:</p> <p>19 Date: <u>6-15-09</u></p> <p>20 SANDLER TRAVIS & ROSENBERG, P.A.</p> <p>21 By: <u>Edwards Joffe</u> Edwards Joffe, Esq. Attorneys for Defendant PARIGI GROUP, LTD.</p>

25 **IT IS SO ORDERED.**

26

27 Date: _____ JUDGE OF THE SUPERIOR COURT