

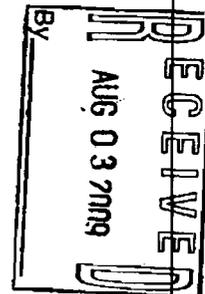
1 Clifford A. Chanler, State Bar No. 135534
Daniel Bornstein, State Bar No. 181711
2 HIRST & CHANLER LLP
2560 Ninth Street
3 Parker Plaza, Suite 214
Berkeley, CA 94710-2565
4 Telephone: (510) 848-8880
Facsimile: (510) 848-8118

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

FILED
San Francisco County Superior Court

SEP 21 2009

GORDON PARK-LI, Clerk
BY: Judith C. Rogane
Deputy Clerk



7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO
10 UNLIMITED CIVIL JURISDICTION

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

12 Plaintiff,

13 v.

14 ELEGANT KNITTED HEADWEAR, CO.
15 INC.; *et al.*,

16 Defendants.

Case No. CGC-09-489195
FJ(CJ)

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

17 Date: September 21, 2009
18 Time: 9:30 A.M.
19 Dept.: 301
20 Judge: Hon. Peter Busch

1 In the above-entitled action, Plaintiff ANTHONY E. HELD, Ph.D., P.E. and Defendant
2 ELEGANT KNITTED HEADWEAR, CO. INC., having agreed through their respective counsel
3 that judgment be entered pursuant to the terms of the Stipulation and Order Re: Consent Judgment
4 (“Consent Judgment”) entered into by the parties, and after issuing an order approving this
5 Proposition 65 settlement agreement and entering the Consent Judgment on September 21, 2009.

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

9
10 **IT IS SO ORDERED.**

11
12 Dated: 9/21/09

13 
14 JUDGE OF THE SUPERIOR COURT
15 PETER J. BUSCH

EXHIBIT 1

1 Clifford A. Chanler (State Bar No. 135534)
Daniel Bornstein (State Bar No. 181711)
2 HIRST & CHANLER LLP
2560 Ninth Street
3 Parker Plaza, Suite 214
Berkeley, CA 94710-2565
4 Telephone: (510) 858-8880
5 Facsimile: (510) 848-8118

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

7 Adonica-Jo R. Wada, (State Bar No. 225696)
8 SIMON GLUCK & KANE LLP
115 Sansome Street, Suite 1204
9 San Francisco, CA 94104
Telephone: (415) 986-7700
10 Facsimile: (415) 986-8000

11 Attorneys for Defendant
12 ELEGANT KNITTED HEADWEAR, CO. INC.

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 IN AND FOR THE CITY COUNTY OF SAN FRANCISCO

15
16 ANTHONY HELD, Ph.D., P.E.,

17 Plaintiff,

18 v.

19 ELEGANT KNITTED HEADWEAR, CO. INC.;
20 *et al.*

21 Defendants.

Case No. CGC-09-489195

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

Complaint filed: June 8, 2009

1 **1. INTRODUCTION**

2 **1.1 Anthony E. Held, Ph.D., P.E., and Elegant Knitted Headwear Co. Inc.**

3 This Stipulation and Proposed Consent Judgment (“Consent Judgment”) is entered into by
4 and between plaintiff Anthony E. Held, Ph.D., P.E. (“Dr. Held” or “Plaintiff”) and defendant
5 Elegant Knitted Headwear, Company, Inc. (“Elegant” or “Defendant”), with Plaintiff Held and
6 Elegant collectively referred to herein as the “Parties” and individually as a “Party.”

7 **1.2 Plaintiff Dr. Anthony Held**

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

11 **1.3 Defendant**

12 Elegant employs ten or more persons and is a person in the course of doing business for
13 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
14 Safety Code § 25249.5 *et seq.* (“Proposition 65”).

15 **1.4 General Allegations**

16 Dr. Held alleges that Elegant has manufactured, distributed and/or sold children’s vinyl bags
17 and children’s raincoats containing di(2-ethylhexyl)phthalate (hereinafter “DEHP”) in the State of
18 California without required Proposition 65 warnings. DEHP is listed pursuant to Proposition 65,
19 and is known to the State of California to cause cancer as well as birth defects and other
20 reproductive harm.

21 **1.5 Product Description**

22 The products that are covered by this Consent Judgment are defined as follows: children’s
23 vinyl bags containing DEHP including, but not limited to, the *7 Piece Baby Beach Tote (UPC Code*
24 *#0 14269 00309 2/0 14269 00308 5)* and children’s raincoats containing DEHP including, but not
25 limited to *Power Rangers Raincoat Style OBR-6415*. All such products containing DEHP are
26 referred to hereinafter as the “Products.”

27

28

1 **1.6 Notices of Violation**

2 Dr. Held asserts that on February 24, 2009, he served Elegant and the Office of the
3 California Attorney General of the State of California, all California counties' District Attorneys
4 and all City Attorneys of California cities with populations exceeding 750,000, (collectively,
5 "Public Enforcers") with a document entitled "60-Day Notice of Violation" (the "Notice") that
6 provided Elegant and Public Enforcers with notice of alleged violations of Proposition 65 for failing
7 to warn consumers children's vinyl bags containing DEHP that Elegant sold allegedly exposed
8 users in California to DEHP. To the best of Parties' knowledge, no Public Enforcer has diligently
9 prosecuted any of the allegations set forth in the Notice. On June 30, 2009, Held served Elegant and
10 the Office of the California Attorney General of the State of California, all California counties'
11 District Attorneys and all City Attorneys of California cities with populations exceeding 750,000,
12 (collectively, "Public Enforcers") with a document entitled "Supplemental 60-Day Notice of
13 Violation" (the "Supplemental Notice") that provided Elegant and Public Enforcers with notice of
14 alleged violations of Proposition 65 for failing to warn consumers children's raincoats containing
15 DEHP that Elegant sold allegedly exposed users in California to DEHP. On the 65th day following
16 service of the Supplemental Notice the complaint shall be deemed to be amended to include the
17 vinyl raincoats, and the raincoats shall be included in the definition of "Products" pursuant to this
18 Consent Judgment.

19 **1.7 Complaint**

20 On June 8, 2009, Dr. Held, who was and is acting in the interest of the general public in
21 California, filed a complaint ("Complaint" or "Action") in the Superior Court in and for the City
22 and County of San Francisco against Elegant and Does 1 through 150, alleging violations of
23 Proposition 65 based on the allegations in the Notice.

24 **1.8 No Admission**

25 Elegant denies that any Products that it has sold and distributed in California do not comply
26 with Proposition 65 or any other law. Nothing in this Consent Judgment shall be construed as an
27 admission by Elegant of any fact, finding, issue of law, or violation of law, nor shall compliance
28 with this Consent Judgment constitute or be construed as an admission by Elegant of any fact,

1 finding, conclusion, issue of law, or violation of law, such being specifically denied by Elegant. In
2 order to avoid the costs and expenses of litigation and without admitting liability or wrongdoing,
3 Elegant has elected to resolve this matter by settlement and on the terms set forth herein. However,
4 this section shall not diminish or otherwise affect Elegant's obligations, responsibilities, and duties
5 under this Consent Judgment.

6 **1.9 Consent to Jurisdiction**

7 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
8 jurisdiction over Elegant as to the allegations contained in the Complaint, that venue is proper in the
9 City and County of San Francisco and this Court has jurisdiction to enter and enforce this Consent
10 Judgment as a full and final binding resolution of all claims which were or could have been raised
11 in the Complaint against Elegant based on the facts alleged therein and in the Notice.

12 **1.10 Effective Date**

13 For purposes of this Consent Judgment, the term "Effective Date" shall mean August 30,
14 2009.

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

16 **2.1 Reformulation**

17 Except as provided in Section 2.2, beginning on August 30, 2009, Elegant shall not sell,
18 ship, or offer to be shipped, any Products for sale in California, containing DEHP unless such
19 Products contain less than 1,000 (one thousand) parts per million ("ppm") of DEHP when analyzed
20 pursuant to: Environmental Protection Agency ("EPA") testing methodologies 3580A and 8270C,
21 or other comparable methodologies recognized and accepted by one or more federal and/or state
22 agencies, including the Consumer Product Safety Commission.

23 Elegant represents that upon receipt of the Notice issued on February 24, 2009, the company
24 immediately began to implement processes to identify the Products alleged to contain DEHP
25 manufactured, distributed or sold by Elegant. Elegant discontinued the manufacture and sale of the
26 7 Piece Baby Beach Tote and no longer sells, ships or offers to ship for sale to California the 7
27 Piece Baby Beach Tote. As a result of the February 24, 2009, Notice, Elegant recalled all existing
28 Products from all retail locations. Further, Elegant represents that currently 100% of the children's

1 raincoats manufactured by Elegant contain less than or equal to 1,000 parts per million of DEHP
2 and are in full compliance with all laws and regulations of the State of California.

3 **2.2 Interim Warnings**

4 (a) Commencing on August 30, 2009, Elegant shall not sell, ship, or offer
5 to be shipped for sale in California any Product that does not meet the Reformulation Requirement
6 of Section 2.1 without a clear and reasonable warning as required in Section (b).

7 (b) **Warning Methods.**

8 (i) **Product Labeling.** Elegant shall affix to the packaging, labeling, or
9 directly on each Product that states:

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

12 (ii) **Point-of-Sale Warnings.** Elegant may provide warning signs in the
13 form below to its customers in California with instructions to post the warnings in close proximity
14 to the point of display of the Products and in a manner such that the consumer understands to which
15 specific Product the warning applies.

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

18 (c) Warnings shall be prominently placed with such conspicuousness as
19 compared with other words, statements, designs, or devices as to render it likely to be read and
20 understood by an ordinary individual under customary conditions of purchase or use.

21 **2.3 Exceptions to Warning Requirements**

22 The warning requirements set forth in Section 2.2 shall not apply to Products containing less
23 than or equal to 1,000 parts per million of DEHP, when analyzed pursuant to EPA testing
24 methodologies 3580A and 8270C, or other comparable methodologies recognized and accepted by
25 one or more federal and/or state agencies, including the Consumer Product Safety Commission.

26 **3. MONETARY PAYMENTS**

27 In full and final settlement of Plaintiff's claims, the total monetary settlement payments to
28 be paid by Elegant are set forth in Sections 3 and 4.

1 **3.1 Payments Pursuant to Health & Safety Code § 25249.7(b)**

2 Civil penalties are to be apportioned in accordance with California Health & Safety Code
3 § 25192, with 75% of these funds remitted to the State of California's Office of Environmental
4 Health Hazard Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Anthony
5 Held as provided by California Health & Safety Code § 25249.12(d).

6 Pursuant to Health & Safety Code § 25249.7(b), Elegant shall pay civil penalties, as set forth
7 below:

8 Elegant shall issue two separate checks for the penalty payment: (a) one check made payable
9 to "Hirst & Chanler LLP in Trust For OEHHA" in the amount of \$1,500.00 representing 75% of the
10 total penalty; and (b) one check to "Hirst & Chanler LLP in Trust for Anthony Held" in the amount
11 of \$500.00 representing 25% of the total penalty. Two separate 1099s shall be issued for the above
12 payments: (a) OEHHA, P.O. Box 4010, Sacramento, CA, 95814 (EIN: 68-0284486); and (b)
13 Anthony Held, whose information shall be provided five calendar days before the payment is due.
14 Payment shall be delivered to Dr. Held's counsel on or before August 15, 2009, as follows:

15 Hirst & Chanler LLP
16 Attn: Proposition 65 Coordinator
17 2560 Ninth Street, Suite 214
18 Berkeley, California 94710

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

19 **4.1 Attorney Fees and Costs**

20 The Parties acknowledge that Dr. Held and his 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. Elegant then
23 expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been
24 finalized. The Parties then attempted to (and did) reach an accord on the compensation due to Dr.
25 Held and his counsel under general contract principles and the private attorney general doctrine
26 codified at California Code of Civil Procedure (CCP) § 1021.5, for all work performed through the
27 mutual execution of this agreement. The reimbursement of attorneys' fees and costs under Section
28 4.1 shall be paid, as follows:

1 Elegant shall reimburse Dr. Held and his counsel the total of \$30,000 for fees and costs
2 incurred as a result of investigating, bringing this matter to Elegant's attention, and litigating and
3 negotiating a settlement in the public interest. Elegant shall issue a separate 1099 for fees and costs
4 (EIN: 20-3929984) and shall make the check payable to "Hirst & Chanler LLP" and shall be
5 delivered on or before August 15, 2009, as follows:

6 Hirst & Chanler LLP
7 Attn: Proposition 65 Coordinator
8 2560 Ninth Street, Suite 214
9 Berkeley, California 94710

9 **4.2 Attorney Fees and Costs**

10 Pursuant to CCP §§ 1021 and 1021.5, the parties further agree that Elegant will reimburse
11 Dr. Held and his counsel for their reasonable fees and costs incurred in seeking judicial approval of
12 this settlement in the trial court and completing other necessary tasks after the execution of the
13 Consent Judgment, in an amount not to exceed Eight Thousand Dollars (\$8,000). Such additional
14 fees and costs, exclusive of fees and costs that may be incurred in the event of an appeal (in which
15 case, Section 6 shall apply) include, but are not limited to, drafting and filing of the motion to
16 approve papers, fulfilling the reporting requirements referenced in Health & Safety Code
17 § 25249.7(f), responding to any third party objections, filing of the notice of entry of the Consent
18 Judgment, corresponding with opposing counsel and appearing before the Court related to the
19 approval process.

20 Reimbursement of such additional fees and costs shall be invoiced on a billing statement
21 from Dr. Held ("Additional Fee Claim") to counsel for Elegant following the approval and entry of
22 this Consent Judgment by the Court, and payment shall be due within ten (10) calendar days after
23 notice of entry thereof. Payment of the Additional Fee Claim shall be made to "Hirst & Chanler
24 LLP," and the payment shall be delivered, at the following address:

25 Hirst & Chanler LLP
26 Attn: Proposition 65 Coordinator
27 2560 Ninth Street, Suite 214
28 Berkeley, California 94710

5. **RELEASE OF ALL CLAIMS**

1 **5.1 Dr. Held's Release of Elegant**

2 In further consideration of the promises and agreements herein contained, and for the
3 payments to be made pursuant to Sections 3 and 4, Dr. Held on behalf of himself, his past and current
4 agents, representatives, attorneys, successors, and/or assignees, and in the interest of the general
5 public only as to the Products, hereby waives all rights to institute or participate in, directly or
6 indirectly, any form of legal action and releases all claims including, without limitation, all actions,
7 and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,
8 penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and
9 attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent
10 (collectively "Claims"), that were brought or could have been brought against Elegant or its parents,
11 subsidiaries or affiliates, and all of their customers, distributors, wholesalers, retailers, licensors,
12 licensees, or any other person in the course of doing business, and the successors and assigns of any
13 of them, who may use, maintain, manufacture, distribute, advertise, market or sell Products, and the
14 officers, directors, managers, employees, members, shareholders, agents, insurers and representatives
15 of each of them (collectively "Defendant Releasees") in this Action. This release is limited to, but is
16 intended to be a full, final, and binding resolution of, those Claims that arise from or relate to facts
17 alleged in the Notice and the Complaint, as against Elegant and Defendant Releasees, concerning
18 Elegant's alleged failure to warn about exposures to DEHP contained in the Products.

19 Dr. Held also, on behalf of himself, his past and current agents, representatives, attorneys,
20 successors, and/or assignees, and in his individual capacity only, provides a general release herein
21 which shall be effective as a full and final accord and satisfaction, as a bar to all Claims of Dr. Held
22 against Elegant and Defendant Releasees of any nature, character or kind, known or unknown,
23 suspected or unsuspected, arising under Proposition 65 or an alleged failure to provide warnings for
24 exposures to DEHP from the Products manufactured, distributed or sold by Elegant. Dr. Held
25 acknowledges that he is familiar with Section 1542 of the California Civil Code, which provides as
26 follows:

27 A general release does not extend to claims which the creditor does
28 not know or suspect to exist in his favor at the time of executing

1 the release, which if known by him must have materially affected
2 his settlement with the debtor.

3 Dr. Held, in his individual capacity only, expressly waives and relinquishes any and all
4 rights and benefits which he may have under, or which may be conferred on him by the provisions
5 of Section 1542 of the California Civil Code as well as under any other state or federal statute or
6 common law principle of similar effect, to the fullest extent that he may lawfully waive such rights
7 or benefits pertaining to the released matters. In furtherance of such intention, the release hereby
8 given shall be and remain in effect as a full and complete release notwithstanding the discovery or
9 existence of any such additional or different claims or facts arising out of the released matters.

10 Notwithstanding the foregoing, this release shall not limit or affect Dr. Held's right to
11 enforce the terms of the Consent Judgment.

12 **5.2 Effect of Consent Judgment**

13 Compliance with the terms of this Consent Judgment resolves any issue, now and in the
14 future, concerning compliance by Elegant and Defendant Releasees with the requirements of
15 Proposition 65 with respect to alleged exposure to DEHP from the Products distributed or sold by
16 Elegant.

17 **5.3 Elegant's Release of Dr. Held**

18 Elegant waives any and all Claims against Dr. Held, his attorneys, and other representatives
19 for any and all actions taken or statements made (or those that could have been taken or made) by
20 Dr. Held and his attorneys and other representatives, whether in the course of investigating claims
21 or otherwise seeking enforcement of Proposition 65 against them in this matter, and/or with respect
22 to the Products. Elegant provides a general release herein which shall be effective as a full and final
23 accord and satisfaction, as a bar to all released Claims described herein that it may have against Dr.
24 Held, of any nature, character or kind, known or unknown, and suspected or unsuspected. Elegant
25 acknowledges that it is familiar with Section 1542 of the California Civil Code, which provides as
26 follows:

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

1 Elegant expressly waives and relinquishes any and all rights and benefits which it may have
2 under, or which may be conferred on it by the provisions of Section 1542 of the California Civil
3 Code as well as under any other state or federal statute or common law principle of similar effect, to
4 the fullest extent that it may lawfully waive such rights or benefits pertaining to the released
5 matters. In furtherance of such intention, the release hereby given shall be and remain in effect as a
6 full and complete release notwithstanding the discovery or existence of any such additional or
7 different claims or facts arising out of the released matters.

8 Notwithstanding the foregoing, this release shall not limit or affect Elegant's right to enforce
9 the terms of this Consent Judgment.

10 **6. COURT APPROVAL**

11 Notwithstanding Section 1.10, this Consent Judgment is not effective until it is approved and
12 entered by the Court and shall be null and void if, for any reason, it is not approved and entered by
13 the Court within one year after it has been fully executed by all Parties. If the Court does not
14 approve the Consent Judgment, the Parties shall meet and confer as to (and jointly agree on)
15 whether to modify the language or appeal the ruling. If the Parties do not jointly agree on a course
16 of action to take, then the case shall proceed in its normal course on the trial court's calendar, and
17 any monies that have been provided to Plaintiff, or his counsel, pursuant to Section 3 and/or Section
18 4 above, shall be refunded within thirty (30) days of Elegant providing written notice thereof. In the
19 event that this Consent Judgment is entered by the Court and subsequently overturned by any
20 appellate court, any monies that have been provided to Plaintiff, or his counsel pursuant to Section 3
21 and/or Section 4 above, shall be refunded within fifteen (15) days of the appellate decision
22 becoming final. If the Court's approval is ultimately overturned by an appellate court, the Parties
23 shall meet and confer as to (and jointly agree on) whether to modify the terms of the Consent
24 Judgment. If the Parties do not jointly agree on a course of action to take, then the case shall
25 proceed in its normal course on the trial court's calendar.

26 **7. SEVERABILITY**

27
28

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

4 **8. ENTIRE AGREEMENT**

5 This Consent Judgment contains the sole and entire agreement and understanding of the
6 Parties with respect to the entire subject matter hereof, and any and all prior discussions,
7 negotiations, commitments, and understandings related hereto. No representations, oral or
8 otherwise, express or implied, other than those contained herein have been made by any Party
9 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
10 to exist or to bind any of the Parties.

11 **9. GOVERNING LAW**

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

18 **10. NOTICES**

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

23 To Elegant:

24 Adonica-Jo R. Wada
25 SIMON GLUCK & KANE LLP
26 115 Sansome Street, Suite 1204
San Francisco, CA 94104

27 To Dr. Held:

28 Proposition 65 Controller
HIRST & CHANLER LLP

1 2560 Ninth Street
2 Parker Plaza, Suite 214
Berkeley, CA 94710-2565

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

5 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

12 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

13 The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7, a
14 noticed motion is required to obtain judicial approval of this Consent Judgment. Dr. Held and
15 Elegant agree to mutually employ their best efforts to support the entry of this agreement as a
16 Consent Judgment by the trial court and defend the agreement against any appellate review.
17 Accordingly, Dr. Held agrees to file a motion to approve the Consent Judgment, and Elegant agrees
18 to support it.

19 **14. MODIFICATION AND ENFORCEMENT**

20 This Consent Judgment may be modified only: (1) by written agreement of the Parties and
21 upon entry of a modified consent judgment by the Court thereon; or (2) upon a successful motion of
22 any Party and entry of a modified consent judgment by the Court. In the event that, after the
23 Parties' execution of this Consent Judgment: (1) a dispute arises with respect to any provisions of
24 this Consent Judgment; or (2) either Party seeks to enforce the terms of this Consent Judgment, the
25 prevailing Party shall be entitled to reasonable attorneys' fees and costs.

26 **15. EFFECT OF CONSENT JUDGMENT**

27 This Consent Judgment shall apply to, be binding upon, and inure to the benefit of, the
28 Parties and their respective successors and assigns.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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: APPROVED
By Anthony E Held at 11:36 am. 7/29/09
By: Anthony E Held
Plaintiff
ANTHONY E. HELD, Ph.D., P.E.

Date: 23 July 2009
By: Adonice-Jo R Wada
Council for ELEGANT
Joseph Templer, President
ELEGANT KNITTED HEADWEAR,
CO., INC..
ADONICE-JO R WADA

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: 7/29/09
By: Daniel Bornstein
FIRST & CHANLER LLP
Daniel Bornstein
Attorneys for Plaintiff
ANTHONY E. HELD, Ph.D., P.E.

Date: 23 July 2009
By: Adonice-Jo R Wada
SIMON GLUCK & KANE LLP
Adonice-Jo R. Wada
Attorneys for Defendant
ELEGANT KNITTED HEARWEAR, CO.
INC..

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT