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FILED
 ALAMEDA COUNTY
 OCT - 9 2014
 CLERK OF THE SUPERIOR COURT
 By [Signature] Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 COUNTY OF ALAMEDA
 11 UNLIMITED CIVIL JURISDICTION

15 ANTHONY E. HELD, PH.D., P.E.,

16 Plaintiff,

17 v.

18 ALMAR SALES CO., INC.; et al.,

19 Defendants.

Case No. HG12633575

**[PROPOSED] AMENDED JUDGMENT
 PURSUANT TO SETTLEMENT AND
 CONSENT JUDGMENT AS TO
 DEFENDANTS: (1) ALMAR SALES
 CO., INC.; (2) AMSCAN HOLDINGS,
 INC.; (3) EASTER UNLIMITED, INC.;
 (4) LEG AVENUE INC.; (5) LOVIN'
 ENTERPRISES, INC.; (6) PAPER
 MAGIC GROUP, INC.; AND (7)
 SILVERTOP ASSOCIATES, INC.**

Date: September 2, 2014
 Time: 2:30 p.m.
 Dept. 17
 Judge: Hon. George C. Hernandez, Jr.

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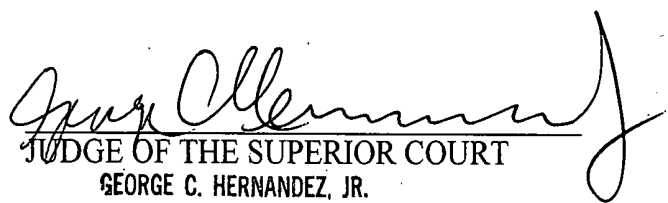
1 On September 2, 2014, this Court signed an order granting Plaintiff's motion
2 brought to amend this Court's October 2, 2012, judgment to reflect the filing of an
3 Amended Exhibit A to the Consent Judgment by each of the following defendants: (i)
4 Almar Sales Co., Inc., (ii) Amscan Holdings, Inc., (iii) Easter Unlimited, Inc., (iv) Leg
5 Avenue, Inc., (v) Lovin' Enterprises, Inc., (vi) Paper Magic Group, Inc., and (vii) Silvertop
6 Associates, Inc. In addition the Court also approved Plaintiff's request for attorneys' fees
7 and costs pursuant to the parties' settlement and the October 2, 2012, judgment in the
8 amount of \$8,686 as to each of the same seven defendants.

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to the
10 terms of the parties' settlement and Code of Civil Procedure Section 664.6, the October 2,
11 2012 judgment is hereby amended as set forth in the Amended Judgment Pursuant to
12 Terms of Proposition 65 Settlement and Consent Judgment attached hereto as Exhibit 1.
13 As the parties have stipulated, each of the above-named defendants shall reimburse
14 Plaintiff \$8,686 for his reasonable fees and costs.

15 By stipulation of the parties, the Court will retain jurisdiction to enforce the terms
16 of the settlement under Code of Civil Procedure section 664.6.

17 **IT IS SO ORDERED.**

18
19
20 Dated: 10/9/2014


JUDGE OF THE SUPERIOR COURT
GEORGE C. HERNANDEZ, JR.

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ANTHONY E. HELD, PH.D., P.E.
Plaintiff,

v.

ALMAR SALES CO., INC.; AMSCAN
HOLDINGS, INC.; EASTER
UNLIMITED, INC.; EVERSTAR, US;
FORUM NOVELTIES, INC.; LEG
AVENUE INC.; LOVIN' ENTERPRISES,
INC.; MORBID ENTERPRISES, LLC;
PAPER MAGIC GROUP, INC.; RG
COSTUMES & ACCESSORIES, INC.;
and DOES 1-150, inclusive,
Defendants.

Case No.: HG12633575

**[PROPOSED]
CONSENT JUDGMENT**

Health & Safety Code § 25249.6

1 **1. INTRODUCTION**

2 **1.1 The Parties**

3 The parties to this [Proposed] Consent Judgment (“Consent Judgment”) are plaintiff
4 Anthony E. Held, Ph.D., P.E. (“Held” or “Plaintiff”), and the entities that execute this Consent
5 Judgment, including the affiliated entities Forum Novelties, Inc. (“Forum”) and Morbid
6 Industries (“Morbid”). All settling defendants shall be referred to herein as a “Settling
7 Defendant” and collectively as “Settling Defendants.” Settling Defendants and Plaintiff are the
8 “Parties” to this Consent Judgment.

9 **1.2 Plaintiff**

10 Plaintiff is an individual residing in the State of California who seeks to promote
11 awareness of exposure to toxic chemicals and improve human health by reducing or eliminating
12 hazardous substances contained in consumer products.

13 **1.3 Settling Defendants**

14 Each Settling Defendant employs ten or more persons, is a person in the course of doing
15 business for purposes of Proposition 65, and has received a 60-Day Notice of Violation alleging
16 that it manufactures, distributes, or offers Covered Products (as further defined in Section 2.2
17 below) for sale in the State of California containing one or more of the Listed Chemicals (as
18 defined in Section 2.1 below), without the requisite health hazard warning, or has done so in the
19 past.

20 **1.4 General Allegations**

21 Plaintiff alleges that each Settling Defendant violated the Safe Drinking Water and Toxic
22 Enforcement Act of 1986, California Health and Safety Code Section 25249.5 *et seq.*
23 (“Proposition 65”) by exposing persons to one or more Listed Chemicals contained in certain
24 Halloween costumes, Halloween accessories and/or Halloween home décor, without first
25 providing a clear and reasonable warning regarding the risk of cancer and/or reproductive harm
26 from the Listed Chemicals.

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1 **1.5 Sixty-Day Notices of Violation**

2 Commencing in late 2011 and 2012, 60-Day Notices of Violation were served on each
3 Settling Defendant alleging that the entities named in those notices violated Proposition 65 by
4 exposing persons to one or more Listed Chemicals contained in certain Halloween costumes,
5 Halloween accessories, and/or Halloween home décor, without first providing a clear and
6 reasonable warning regarding the risk of cancer and/or reproductive harm from the Listed
7 Chemicals.

8 **1.6 Complaint**

9 On or before June 6, 2012, Plaintiff shall have filed a complaint in the Superior Court of
10 California for the County of Alameda, naming each Settling Defendant and alleging Proposition
11 65 violations as to the Listed Chemicals contained in the Covered Products applicable to each
12 Settling Defendant (hereinafter "Action" or "Complaint"). The Complaint shall be included
13 within the Coordinated Proceedings Case No. 4666. For any Settling Defendant as to which a 60-
14 Day Notice of Violation has not been issued for at least sixty days plus service time as of June 6,
15 2012, provided that no authorized public prosecutor names such Settling Defendant in a
16 Proposition 65 enforcement action concerning its Covered Products (as defined below) in the
17 interim, the Complaint and this Consent Judgment shall be deemed amended to include that
18 Settling Defendant at the time the sixty day plus service time period associated with its 60 Day
19 Notice of Violation has run. Each Settling Defendant shall be responsible for paying any
20 appearance fees it is required to pay in the Action at the time of its first appearance, whether at
21 the time of entry of this Consent Judgment or at such earlier time as any responsive pleading is
22 filed.

23 **1.7 Product Description**

24 The products covered by this Consent Judgment are "Covered Products" as defined in
25 Section 2.2 below. For purposes of the listed chemical formaldehyde only, the term "Covered
26 Products" is limited to Covered Products made of fabrics or textiles. The Covered Products and
27 Listed Chemicals applicable to each Settling Defendant are limited to those Covered Products
28

1 containing the Listed Chemicals sold by that Settling Defendant in California and selected on
2 Exhibit A hereto.

3 **1.8 No Admission**

4 Nothing in this Consent Judgment is or shall be construed as an admission by Settling
5 Defendants of any fact, conclusion of law, issue of law or violation of law, nor shall compliance
6 with the Consent Judgment constitute or be construed as an admission by Settling Defendants of
7 any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment
8 shall prejudice, waive or impair any right, remedy, argument or defense Settling Defendants may
9 have in any other legal proceeding. This Consent Judgment is the product of negotiation and
10 compromise and is accepted by the parties for purposes of settling, compromising and resolving
11 claims that are disputed in this Action.

12 **1.9 Consent to Jurisdiction**

13 For purposes of this Consent Judgment only, Settling Defendants stipulate that this Court
14 has jurisdiction over them as to the allegations contained in the Complaint, that venue is proper in
15 the County of Alameda, and that the Court has jurisdiction to enter and enforce the provisions of
16 this Consent Judgment. Also for purposes of this Consent Judgment only, Settling Defendants
17 waive the statute of limitations on Plaintiff's claims in the Notices, the captioned Action, and
18 with respect to any claims incorporated pursuant to any supplemental notices issued under
19 Section 6.6.

20 **1.10 Effective Date**

21 For purposes of this Consent Judgment, the term "Effective Date" shall mean the date 45
22 days after the date on which this Consent Judgment is entered by the Court as to each Settling
23 Defendant.

24 **2. DEFINITIONS**

25 **2.1** "Listed Chemicals" means the following listed chemicals: di(2-
26 ethylhexyl)phthalate ("DEHP"); di-n-butyl phthalate ("DBP"); butyl benzyl phthalate ("BBP");
27 arsenic (inorganic arsenic compounds and inorganic oxides) ("arsenic"); cadmium and/or
28 cadmium compounds ("cadmium"); lead and/or lead compounds ("lead"); and/or formaldehyde

1 (gas) ("formaldehyde"), each of which are listed pursuant to Proposition 65 as chemicals known
2 to the State of California to cause cancer, birth defects, and/or other reproductive harm.

3 2.2 "Covered Products" means and is limited to, for each Settling Defendant, the
4 specific Covered Products containing the Listed Chemical(s) identified by each Settling
5 Defendant on its Exhibit A that were the subject of a prior 60-day notice from Plaintiff and which
6 are sold or offered for sale or use in California and that are: (a) Manufactured (as defined in
7 Section 2.4 below) by or on behalf of a Settling Defendant; (b) distributed or otherwise
8 transferred to a third party by a Settling Defendant; or (c) sold or offered for retail sale, including
9 internet and/or catalogue sales, as a Private Label Covered Product by a Settling Defendant that is
10 (i) the Private Labeler or (ii) a sister, parent, subsidiary, or affiliated entity within the same
11 corporate family that is under common ownership of the Private Labeler of such product.

12 The Covered Products that may be identified by each Settling Defendant are limited to
13 products falling within one or more of the following categories: (a) Halloween costumes; (b)
14 Halloween costume accessories, specifically wigs, masks, gloves, footwear, belts, bags, hats,
15 costume props, hosiery, weapons and jewelry intended to accessorize a costume (but excluding
16 makeup); and (c) Halloween indoor and outdoor home décor and games, specifically Halloween
17 candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting,
18 ghosts, witches, goblins, skeletons, bats, cats and tombstones, each of which contains one or more
19 of the Listed Chemicals.

20 Specifically excluded from the definition of Covered Products are any products for which
21 an authorized public prosecutor has initiated an enforcement action pursuant to Proposition 65
22 prior to the date on which the associated Settling Defendant has been named in or deemed to be
23 named in the Complaint.

24 2.3 "Additional Products" means and is limited to, for each Settling Defendant, the
25 specific Additional Products containing a Listed Chemical that were not the subject of a prior 60-
26 day notice from Plaintiff that are sold or offered for use in California and identified by each
27 Settling Defendant on its Exhibit A, and that are: (a) Manufactured (as defined in Section 2.4
28 below) by a Settling Defendant; (b) distributed or otherwise transferred to a third party by a

1 Settling Defendant; or (c) sold or offered for retail sale, including internet and/or catalogue sales,
2 as a Private Label Covered Product by a Settling Defendant that is (i) the Private Labeler or (ii) a
3 sister, parent, subsidiary, or affiliated entity within the same corporate family that is under
4 common ownership of the Private Labeler of such product. Except as provided under Section 6.6
5 below, Additional Products are not Covered Products, but are subject to certain terms of this
6 Consent Judgment, including its injunctive terms.

7 The Additional Products that may be identified by each Settling Defendant are limited to
8 products falling within one or more of the following categories: (a) Halloween costumes; (b)
9 Halloween costume accessories, specifically wigs, masks, gloves, footwear, belts, bags, hats,
10 costume props, hosiery, weapons and jewelry intended to accessorize a costume (but excluding
11 makeup); and (c) Halloween indoor and outdoor home décor and games, specifically Halloween
12 candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting,
13 ghosts, witches, goblins, skeletons, bats, cats and tombstones, each of which contains one or more
14 of the Listed Chemicals.

15 Specifically excluded from the definition of Additional Products are any products for
16 which an authorized public prosecutor has initiated an enforcement action pursuant to Proposition
17 65 prior to the date on which the associated Settling Defendant has been named in or deemed to
18 be named in the Complaint.

19 **2.4** “Manufactured” and “Manufactures” have the meaning defined in Section 3(a)(10)
20 of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)], as amended from time
21 to time.

22 **2.5** “Private Label Covered Product” means a Product that bears a private label where
23 (i) the product (or its container) is labeled with the brand or trademark of an entity other than the
24 manufacturer of the product, (ii) the entity with whose brand or trademark the product (or
25 container) is labeled has authorized or caused the product to be so labeled, and (iii) the brand or
26 trademark of a manufacturer of such product does not appear on such label.

27 **2.6** “Private Labeler” means an owner or licensee of a brand or trademark on the label
28 or other packaging of a product which bears a private label; provided, however, that a Settling

1 Defendant is not a Private Labeler due solely to the fact that its name, brand or trademark is
2 visible on a sign or on the price tag of a Product that is not labeled with a third party's brand or
3 trademark.

4 **2.7** "Settling Defendant" means a defendant that executes this Consent Judgment on
5 or before July 12, 2012. Parents, subsidiaries, and affiliated entities that are under common
6 ownership or control with a Settling Defendant, and which are persons in the course of doing
7 business within the meaning of Proposition 65 with respect to the Covered Products associated
8 with the Settling Defendant as denominated on Exhibit A, will be deemed to be included as
9 Settling Defendants under this Consent Judgment to the extent they are specifically denominated
10 with the listing of the Settling Defendant's name on Exhibit A (and, if so denominated on Exhibit
11 A, they shall be subject to the injunctive relief terms set forth herein).

12 **3. INJUNCTIVE RELIEF: REFORMULATION**

13 **3.1 Reformulation Commitment**

14 The Settling Defendants herein agree to implement reformulation following the time
15 schedule set forth herein, which will obviate the need for instituting a Proposition 65 warning
16 program with regard to the presence of Listed Chemicals in the Covered Products and Additional
17 Products.

18 After the Effective Date, Settling Defendants shall only ship Covered Products and
19 Additional Products for sale in California that are "reformulated" as set forth below for those
20 categories of Covered Products, Additional Products and the Listed Chemicals identified by
21 Settling Defendants on Exhibit A hereto. For purposes of this Consent Judgment, "reformulated"
22 shall mean that every accessible material and component that can be mouthed, handled or touched
23 ("Accessible Component") shall yield, pursuant to the test methodology specified below, a result
24 that is less than or equal to the following content limits, by weight, for the chemicals identified in
25 Table 3.1:

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Table 3.1

Chemical	Limit
Arsenic	25 ppm*
Cadmium	75 ppm* (except see below for components of products intended for children under twelve that can be placed in a child's mouth)
BBP	1,000 ppm**
DBP	1,000 ppm**
DEHP	1,000 ppm**
Formaldehyde	<ul style="list-style-type: none"> • For products intended for children under three (3), 20 ppm; • For products intended for children three (3) and up, and/or for adults, 75 ppm
Lead	<ul style="list-style-type: none"> • 90 ppm for all paint and surface coatings for all adult or children's products (16 CFR § 1303 <i>et seq.</i>) • 100 ppm for any materials that are neither paint nor surface coatings in children's products (as such term is defined by the Consumer Product Safety Improvement Act of 2008, as amended or "the Act") • 300 ppm for any materials that are neither paint nor surface coatings in all other non-children's products or as otherwise excepted under the Act

In order to determine whether a Settling Defendants' Covered Products and Additional Products contain less than the reformulated standard above, Settling Defendants may only utilize testing methodologies and definitions allowed by the State of California Environmental Protection Agency or by the U.S. Consumer Product Safety Commission pursuant to the Consumer Product Safety Improvement Act of 2008 ("CPSIA"), including Section 106 of the CPSIA for those chemical limits noted with a "*" in Table 3.1 above, and Section 108 for the chemical limits noted with a "**" in Table 3.1 above. For components of Covered Products and Additional Products designed for children under twelve (12) that can be placed in a child's mouth, rather than meeting the standard set forth for cadmium in Table 3.1 above, such components may only contain equal to or less than 300 ppm total cadmium and must also contain no intentionally added cadmium.

1 For any Covered Products and Additional Products that are, or contain, jewelry, the
2 jewelry or jewelry component shall also meet the lead limits set forth in Health & Safety Code §
3 25214.1 *et seq.* for jewelry as defined therein (California's lead in jewelry law), and the lead
4 limits set forth in the Consent Judgment to which the California Attorney General is a party that
5 was entered by the Court in *People v. Burlington Coat Factory, et al.*, Alameda County Superior
6 Court Case No. RG04162075 (a case that is a part of JCCP 4666) for jewelry as defined therein
7 (and any amendments thereto). Any Covered Products and Additional Products that are, or
8 contain, jewelry (whether intended for adults or children) shall also meet the children's cadmium
9 standards set forth in Health & Safety Code § 25214.1 *et seq.* pursuant to the test protocols set
10 forth therein.

11 3.2 Further Modification of Reformulation Standards

12 If the State of California has adopted (or adopts after the Effective Date) a more protective
13 standard than the content levels now listed in Section 3.1 above – either by statute, regulation, or
14 judgment entered into by the California Attorney General on behalf of the People of the State of
15 California – then such standard shall automatically supersede the levels listed in Section 3.1. In
16 addition, Plaintiff may, after giving 30 days' notice to Settling Defendants, move the Court to
17 further modify the reformulation standards in Section 3.1 if facts exist that demonstrate that the
18 current levels set are insufficient to reduce reasonably anticipated exposures to the Listed
19 Chemicals below that hazard level which would require a warning obligation under the Safe
20 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.6.
21 If Plaintiff seeks to further modify this Consent Judgment to lower the permissible content levels
22 of one or more Listed Chemicals, Settling Defendants shall each reimburse Held and his counsel
23 for a portion of their reasonable attorneys' fees and costs, up to an amount of \$5,000 each, to be
24 paid by Settling Defendants on a pro rata basis within fourteen days of approval of such
25 modification. The foregoing does not in any way limit Settling Defendants' rights to oppose any
26 such modification or the Court's discretion to deny a motion by Held to modify this Consent
27 Judgment, but the burden of opposing such modification shall remain with Settling Defendants
28 consistent with Health & Safety Code § 25249.10(c). Should such a modification be denied,

1 Settling Defendants shall not be required to pay any of Plaintiff's attorneys' fees and costs
2 associated with seeking such modification.

3 **3.3 Reformulation Obligation**

4 No more than 30 days after a Settling Defendant executes this Consent Judgment, that
5 Settling Defendant shall provide the Reformulation Standard to its then-current Vendors of
6 Covered Products and Additional Products that will be sold or offered for sale to California
7 consumers and shall instruct each Vendor to use reasonable efforts to provide Covered Products
8 and Additional Products that comply with the Reformulation Standard expeditiously. In
9 addressing the obligation set forth in the preceding sentence, Settling Defendants shall not
10 employ statements that will encourage a Vendor to delay compliance with the Reformulation
11 Standard. Upon request, each Settling Defendant shall provide Plaintiffs with copies of such
12 Vendor notification and Plaintiffs shall regard such copies as confidential business information.

13 **3.4 Compliance**

14 Provided that a Settling Defendant has complied with the Reformulation Obligation set
15 forth in Section 3.3 above, sales of Covered Products containing one or more of the Listed
16 Chemicals as identified on a Settling Defendant's Exhibit A that were purchased, imported,
17 manufactured, or supplied to unaffiliated third parties prior to the deadline for implementation of
18 the Reformulation Standard set forth in subsection 3.1 above shall not be separately actionable in
19 a future case brought pursuant to Section 25249.7(d) of the Health and Safety Code alleging a
20 failure to warn for the Listed Chemicals in such Covered Products under Proposition 65.

21 **4. SETTLING DEFENDANTS' MONETARY PAYMENTS**

22 **4.1 Payments by Forum Novelties, Inc. and Morbid Industries**

23 Forum and Morbid, affiliated entities, have paid \$10,000 in civil fines, to be apportioned
24 in accordance with California Health & Safety Code § 25249.12(c) & (d), with 75% of these
25 funds remitted to the State of California's Office of Environmental Health Hazard Assessment
26 ("OEHHA") and the remaining 25% of the penalty remitted to Held.

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1 Forum and Morbid, affiliated entities, have paid \$60,000 in fees and costs incurred as a
2 result of Plaintiff investigating, bringing this matter to their attention, and litigating and
3 negotiating a settlement in the public interest.

4 Should any third-party 60-day notices to Forum alleging lead and/or cadmium in jewelry
5 that are excluded from Covered Products in Forum's Exhibit A ultimately be found to be legally
6 insufficient, or should a court of competent jurisdiction enter judgment against a third-party in
7 any case brought based on such third-party notices, or otherwise dismiss a case brought upon
8 such third-party notices, Plaintiff agrees to issue a supplemental 60 day notice to Forum
9 concerning alleged lead and/or cadmium in jewelry in accordance Section 6.6 of this Consent
10 Judgment upon Forum's request and cooperation as described therein, and such jewelry shall
11 upon the filing of an Amended Exhibit A pursuant to Section 6.6 be treated as a Covered Product
12 for all purposes under Sections 5.1.1-5.1.4 below for any lead and/or cadmium contained therein
13 and subject to the supplemental 60 day notice. Plaintiff shall submit an application to the Court
14 for entry of such modified Exhibit A to this Consent Judgment, and may seek its reasonable
15 attorneys fees and costs for the issuance of the supplemental 60-day notice and filing of the
16 amended Exhibit A under CCP § 1021.5.

17 **4.2 Payments by Other Settling Defendants**

18 Except as provided in Section 4.1 above and Section 4.3 below, each Settling Defendant
19 shall pay: (a) \$7,500 in civil penalties pursuant to Health & Safety Code § 25249.7(b), with 75%
20 of these funds remitted to OEHHA and the remaining 25% of the penalty remitted to Held; and
21 (b) \$28,000 for reimbursement of a portion of Plaintiff's attorneys' fees and costs. The civil
22 penalty reflects a credit of \$18,250 due to the Settling Defendants' written commitment, via this
23 Consent Judgment, to reformulate the Covered Products and Additional Products pursuant to
24 Sections 3.1-3.3 above.

25 **4.3 Payment by Settling Defendants with Low Volume Sales**

26 Settling Defendants who certify on their Exhibit A that they had California sales of less
27 than 3,000 total consumer units of Covered Products and Additional Products, combined,
28 identified by that Settling Defendant on its Exhibit A, in calendar year 2011 shall pay: (a) \$4,000

1 in civil penalties pursuant to Health & Safety Code section 25249.7(b) and \$22,800 for
2 reimbursement of a portion of Plaintiff's attorneys' fees and costs. The civil penalty reflects a
3 credit of \$7,250 due to the Settling Defendants' written commitment, via this Consent Judgment,
4 to reformulate the Covered Products and Additional Products pursuant to Sections 3.1-3.3 above.

5 **4.4 Settling Defendants Subject to an Existing Complaint**

6 If a Settling Defendant or its Defendant Releasees or Downstream Defendant Releasees is
7 a defendant in another complaint, other than one filed in this action, filed by Plaintiff, alleging a
8 violation of Proposition 65 with respect to a Listed Chemical in a Covered Product or Additional
9 Product identified by the Settling Defendant on Exhibit A, and the allegations of that complaint
10 have not been otherwise resolved at the time it executes this Consent Judgment, the Settling
11 Defendant shall pay a supplemental charge of \$8,000 in addition to the payment required in
12 Sections 4.2 and 4.3. The supplemental charge shall cover fees and expenses incurred by
13 Plaintiff for activities associated with the original filing of said existing complaint, on-going
14 litigation, and/or activities associated with the subsequent dismissal of said complaint without
15 prejudice.

16 **4.5 Payment Procedures**

17 **4.5.1** All payments required by Sections 4.1-4.4 shall be delivered on or before
18 May 31, 2012, and shall be held in trust until the Court approves the Consent Judgment. Settling
19 Defendants have the option of depositing the required payments into their attorneys' trust
20 accounts or into The Chanler Group's trust account. If directed to the latter, the settlement funds
21 shall be made payable by checks, as follows: (a) "The Chanler Group in Trust for OEHHA" in an
22 amount equal to 75% of the civil penalty; (b) "The Chanler Group in Trust for Anthony E. Held"
23 in an amount equal to 25% of the penalty; and (c) "The Chanler Group in Trust" in the amounts
24 required for attorneys fees and costs. If directed to the former, the Settling Defendant's counsel
25 shall confirm in writing on or before May 31, 2012, that the funds have been deposited in their
26 trust account, and within 5 days after receipt of notice that the Consent Judgment has been
27 approved, checks made out in the same manner as (a) – (c) shall be delivered to the Chanler
28 Group by certified mail or by overnight courier service.

1 **4.5.2** After the Consent Judgment has been approved, Settling Defendants shall
2 issue a 1099 form to each of the following entities: (a) Office of Environmental Health Hazard
3 Assessment, P.O. Box 4010, Sacramento, CA 95814 (EIN: 68-0284486) for the civil penalties
4 payable to OEHHA; (b) Anthony E. Held, whose address and tax identification number shall be
5 furnished upon request, for the civil penalties payable to Anthony E. Held; and (c) The Chanler
6 Group (EIN: 94-3171522) for the associated amounts to be paid to each pursuant to Sections 4.2,
7 4.3 and 4.4 above.

8 **4.5.3** If the Court does not approve the Consent Judgment, all funds tendered
9 into any trust account shall be refunded in full consistent with Section 6.4 below.

10 **4.5.4** All payments transmitted to the Chanler Group shall be delivered to the
11 following address:

12 The Chanler Group
13 Attn: Proposition 65 Controller
14 2560 Ninth Street
15 Parker Plaza, Suite 214
16 Berkeley, CA 94710

17 **5. RELEASE OF ALL CLAIMS**

18 **5.1 Held's Release of Settling Defendants**

19 **5.1.1** This Consent Judgment is a full, final, and binding resolution between
20 Plaintiff, on behalf of himself and in the public interest, and Settling Defendants, their parents,
21 subsidiaries, and affiliated entities that are under common ownership, directors, officers,
22 employees, and attorneys ("Defendant Releasees"), and each entity to whom they directly or
23 indirectly distribute or sell Covered Products, including but not limited to distributors,
24 wholesalers, customers, retailers, franchisees, cooperative members, licensors, and licensees
25 ("Downstream Defendant Releasees") of any violation of Proposition 65 that was or could have
26 been asserted in the Complaint against Settling Defendants, their Defendant Releasees, and
27 Downstream Defendant Releasees, based on failure to warn about
28 alleged exposure to Listed Chemicals contained in the Covered Products that were sold by each
Settling Defendant prior to the Effective Date.

1 **5.1.2** In further consideration of the promises and agreements herein contained,
2 the injunctive relief commitments set forth in Section 3, and for the payments to be made
3 pursuant to Section 4, Plaintiff on behalf of himself, his past and current agents, representatives,
4 attorneys, successors, and/or assignees, and in the public interest, hereby waives all rights to
5 institute or participate in, directly or indirectly, any form of legal action, and releases all claims,
6 including, without limitation, all actions, and causes of action, in law or in equity, suits,
7 liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including,
8 but not limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever
9 (collectively "claims"), against Settling Defendants, each of their Defendant Releasees, and each
10 of their Downstream Defendant Releasees. This release is limited to those claims that arise under
11 Proposition 65 with respect to Listed Chemicals in the Covered Products manufactured,
12 distributed or sold by each Settling Defendant, as such claims relate to the alleged failure to warn
13 under Health & Safety Code § 25249.6 as to the Listed Chemicals in each Settling Defendant's
14 Covered Products.

15 **5.1.3** Plaintiff also, in his individual capacity only and *not* in his representative
16 capacity, provides a release herein on behalf of himself, his past and current agents,
17 representatives, attorneys, successors, and/or assignees, which shall be effective as a full and final
18 accord and satisfaction, and as a bar to all actions, causes of action, obligations, costs, expenses,
19 attorneys' fees, damages, losses, claims, liabilities and demands of any nature, character or kind,
20 known or unknown, suspected or unsuspected, arising out of alleged or actual exposure to the
21 Listed Chemicals in the Covered Products and Additional Products manufactured, distributed or
22 sold by each Settling Defendant, each of its Defendant Releasees, and, to the extent sold by any
23 of them, each of its Downstream Defendant Releasees.

24 **5.1.4** Compliance with the terms of this Consent Judgment by each Settling
25 Defendant constitutes compliance with Proposition 65 with respect to Listed Chemicals in each
26 Settling Defendant's Covered Products. Only Parties to this Consent Judgment may enforce its
27 terms.

28 **5.1.5** Nothing in this Section 5 affects Plaintiff's right to commence or prosecute

1 an action under Proposition 65 against any person other than Settling Defendant, Defendant
2 Releasees, or Downstream Defendant Releasees.

3 **5.1.6** Nothing in this Section 5 affects Plaintiff's right to commence or prosecute
4 an action under Proposition 65 against a Downstream Defendant Releasee that does not involve a
5 Settling Defendants' Covered Products or Additional Products.

6 **5.2** Settling Defendants' Release of Held

7 Settling Defendants waive any and all claims against Held, his attorneys and other
8 representatives, for any and all actions taken or statements made (or those that could have been
9 taken or made) by Held and his attorneys and other representatives, whether in the course of
10 investigating claims or otherwise seeking enforcement of Proposition 65 against Settling
11 Defendants in this matter, and/or with respect to the Covered Products.

12 **6. POST SETTLEMENT ACTIVITIES AND COURT APPROVAL**

13 **6.1** The Parties acknowledge that, pursuant to California Health & Safety Code §
14 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment. As
15 part of the noticed motion, plaintiff will seek approval of those fees and costs to be paid pursuant
16 to this Consent Judgment, representing a portion of the total fees and costs incurred by Held's
17 counsel with respect to the investigation, litigation and enforcement of the coordinated matters,
18 including the fees and costs previously incurred in this consolidated action that have not
19 otherwise been recovered. In furtherance of obtaining such approval, the Parties and their
20 respective counsel agree to mutually employ their best efforts to support the entry of this
21 agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a
22 timely manner. For purposes of this section, best efforts shall include, at a minimum, cooperating
23 on the drafting and filing of any papers in support of the required motion for judicial approval.

24 **6.2** If this Consent Judgment is not approved by the Court in its entirety, the Parties
25 shall meet and confer to determine whether to modify the terms of the Consent Judgment and to
26 resubmit it for approval. In meeting and conferring, the Parties agree to undertake any actions
27 reasonably necessary to amend and/or modify this Consent Judgment in order to further the
28 mutual intention of the Parties in entering into this Consent Judgment.

1 **6.3** If this Consent Judgment is not entered by the Court within one year of the
2 Effective Date, it shall be of no force or effect and shall never be introduced into evidence or
3 otherwise used in any proceeding for any purpose other than to determine the rights or
4 obligations of a Party as a result of the fact that the Consent Judgment was not approved.

5 **6.4** If this Consent Judgment is not entered by the Court, and the Parties have
6 exhausted their meet and confer efforts pursuant to Section 6.2, upon 15 days written notice, the
7 Plaintiff and/or the law firm holding a Settling Defendant's funds in trust shall refund any and all
8 payments made into its trust account by that Settling Defendant as requested.

9 **6.5** If this Consent Judgment is entered by the Court, within 15 days after such order
10 becomes final and the time to appeal has lapsed, Plaintiffs shall dismiss without prejudice any
11 pending action, aside from this Action, involving alleged claims for violations of Proposition 65
12 released herein.

13 **6.6** Upon the written request of a Settling Defendant, made within 30 days of the
14 Effective Date, and provided that they determine that there is a reasonable basis therefore,
15 Plaintiff shall issue a 60-Day Notice of Violation pursuant to Health & Safety Code §25249.7, as
16 to one or more of the Settling Defendant's Additional Products, as requested by the Settling
17 Defendant. The Settling Defendant shall cooperate with Plaintiff in providing additional
18 information or representations necessary to enable Plaintiff to issue such Notice and a valid
19 Certificate of Merit concerning the Additional Products. Upon the expiration of the requisite
20 notice period, Plaintiff shall file with the Court and serve on the Attorney General's Office an
21 amended Exhibit A as to the Settling Defendant to reflect the conversion of the one or more
22 Additional Products to Covered Products such that they will also be subject to Sections 5.1.1-
23 5.1.4 above. Pursuant to CCP §§ 1021 and 1021.5, Plaintiff and his counsel are entitled to and
24 may seek their reasonable fees and costs incurred issuing the notice and filing the amended
25 Exhibit A, in an amount not to exceed \$9,500, which payment shall be made to The Chanler
26 Group upon filing of the Amended Exhibit A; Plaintiff's counsel shall seek Court approval of
27 such fees.

28 **6.7** In the event a Settling Defendant elects to exercise subsection 6.6 of the Consent

1 Judgment, Plaintiff shall submit a statement to the Court verifying that the levels of Listed
2 Chemicals are not substantially in excess of the levels of Listed Chemicals in similar Covered
3 Products. In the event the level of a Listed Chemical in an Additional Product has been measured
4 at a level substantially in excess of that in the Covered Products as reflected in the supporting
5 evidence Plaintiffs have provided to the Office of the Attorney General in conjunction with their
6 60-Day Notices relative to the Settling Defendants, Plaintiff shall notify the Settling Defendant
7 wishing to convert Additional Products to Covered Products of such and, assuming that the
8 Settling Defendant then wishes to proceed with the conversion, provide notice of such to the
9 Court. In this event, the Plaintiff and the Settling Defendant may propose to the Court an amount
10 of further civil penalties to be paid by the Settling Defendant and provide a rationale therefore
11 (or, alternatively, provide a rationale for why such further civil penalties are unnecessary). To the
12 extent that it finds the presented rationale insufficient, the Court may request additional
13 information relative to the criteria set forth in Health & Safety Code § 25249.7(b)(2) as necessary
14 to determine the reasonableness of the further civil penalty amount, if any, needed to allow the
15 conversion to proceed. Further, the Office of the Attorney General shall be provided with written
16 notice of any proposed conversion of Additional Products to Covered Products pursuant to
17 subsection 6.6 of the Consent Judgment at least ten court days prior to it being filed with the
18 Court; it shall also be provided with any notice or submission of information provided to the
19 Court in accordance with the above.

20 **7. GOVERNING LAW**

21 The terms of this Consent Judgment shall be governed by the laws of the State of
22 California and apply within the State of California. In the event that Proposition 65 is repealed,
23 preempted or is otherwise rendered inapplicable by reason of law generally, or as to the Covered
24 Products or Additional Products, any Settling Defendant may provide written notice to Held of
25 any asserted change in the law, and shall have no further obligations pursuant to this Consent
26 Judgment with respect to, and to the extent that, the Covered Products and/or Additional Products
27 are so affected. Nothing in this Consent Judgment shall be interpreted to relieve Settling
28 Defendants from any obligation to comply with any pertinent state or federal toxics control laws.

1 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

2 This Consent Judgment may be executed in counterparts and by facsimile or portable
3 document format (.pdf), each of which shall be deemed an original, and all of which, when taken
4 together, shall constitute one and the same document.

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

6 Held agrees to comply with reporting form requirements referenced in California Health
7 & Safety Code § 25249.7(f).

8 **10. NOTICES**

9 When any Party is entitled to receive any notice under this Consent Judgment, the notice
10 shall be sent by certified mail or electronic mail to the following:

11 For Settling Defendants:

12 See Exhibit B.

13 For Held:

14 Proposition 65 Coordinator
15 The Chanler Group
16 2560 Ninth Street
17 Parker Plaza, Suite 214
18 Berkeley, CA 94710-2565

19 The Parties may modify the person and address to whom the notice is to be sent by
20 sending the other Party notice by certified mail and/or other verifiable form of written
21 communication.

22 **11. MODIFICATION**

23 Except as set forth in Section 3.2 relating to the reformulation standards, this Consent
24 Judgment may be modified or amended only: (1) by written agreement of the Parties and upon
25 entry of a Stipulation and Order by the court thereon; or (2) upon a successful motion or
26 application of any party which motion or application shall not be unreasonably opposed unless a
27 material term affecting the opposing party is at issue.

28 **12. ATTORNEYS' FEES**

 Except as otherwise provided in this Consent Judgment, each Party shall bear its own
attorneys' fees and costs.

1 **13. OTHER TERMS**

2 **13.1** This Consent Judgment shall apply to and be binding upon Plaintiff and Settling
3 Defendants, and their respective divisions, subdivisions, and subsidiaries, and the successors or
4 assigns of any of them.

5 **13.2** This Consent Judgment contains the sole and entire agreement and understanding
6 of the Parties with respect to the entire subject matter set forth in this Consent Judgment, and any
7 and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are
8 deemed merged. No representations, oral or otherwise, express or implied, other than those
9 specifically referred to in this Consent Judgment have been made by any Party with respect to the
10 subject matter of this Consent Judgment. No other agreements not specifically contained or
11 referenced in this Consent Judgment, oral or otherwise, shall be deemed to exist or to bind any of
12 the Parties with respect to the subject matter of this Consent Judgment. No supplementation,
13 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
14 writing by the Party to be bound. No waiver of any of the provisions of this Consent Judgment
15 shall be deemed or shall constitute a waiver of any of the other provisions whether or not similar,
16 nor shall such waiver constitute a continuing waiver.

17 **13.3** Nothing in this Consent Judgment shall release, or in any way affect any rights
18 that Settling Defendants might have against any other party.

19 **13.4** The Parties, including their counsel, have participated in the preparation of this
20 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
21 Consent Judgment was subject to revision and modification by the Parties and has been accepted
22 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
23 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
24 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
25 agrees that any statute or rule of construction providing that ambiguities are to be resolved
26 against the drafting Party should not be employed in the interpretation of this Consent Judgment
27 and, in this regard, the Parties hereby waive California Civil Code Section 1654.

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14. AUTHORITY TO EXECUTE

Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

AGREED TO:

AGREED TO:

Date: APPROVED
By Anthony Held at 4:15 pm, May 30, 2012 _____

Date: _____

By: Anthony E. Held
ANTHONY E. HELD, Ph.D., P.E.

By: _____

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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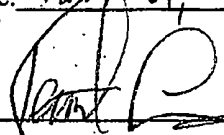
AGREED TO:

AGREED TO:

Date: _____

Date: May 31, 2014

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

By: 
Kenneth Levine, C.F.O.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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AGREED TO:

Date: _____

By: _____
ANTHONY E. HELD, Ph.D., P.E.

AGREED TO:

Date: May 31, 2012

By: John P. Keiser
Vice President
Amscan Holdings Inc.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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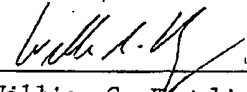
AGREED TO:

AGREED TO:

Date: _____

Date: _____

By: _____
ANTHONY E. HELD, Ph.D., P.E.

By: 
William G. Kiesling, Esq.
Vice President-Legal &
Human Resources & General Counsel

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1 **14. AUTHORITY TO EXECUTE**

2 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
3 Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the
4 Consent Judgment on behalf of the Party represented and to legally bind that Party.

5
6 **AGREED TO:**

7 Date: _____

8
9 By: _____
ANTHONY E. HELD, Ph.D., P.E.

AGREED TO:

10 Date: May 31 2012

11 By: *Stanley Geller*
STANLEY GELLER
Pres

12 **IT IS SO ORDERED.**

13
14 Date: _____

15 _____
JUDGE OF THE SUPERIOR COURT

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Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

AGREED TO:

AGREED TO:

Date: _____

Date: 5/30/2012

By: _____
ANTHONY E. HELD, Ph.D., P.E.

By: [Signature]
Elliott Shoes, Inc.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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14. **AUTHORITY TO EXECUTE**

Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

AGREED TO:

AGREED TO:

Date: _____

Date: 5/30/12

By: _____
ANTHONY E. HELD, Ph.D., P.E.

By: *[Signature]*

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1 **14. AUTHORITY TO EXECUTE**

2 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
3 Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the
4 Consent Judgment on behalf of the Party represented and to legally bind that Party.

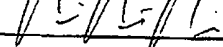
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6 **AGREED TO:**

AGREED TO:

7 Date: _____

Date: May 22, 2012

8
9 By: _____
ANTHONY E. HELD, Ph.D., P.E.

By: 

Pei Pei Pan, VP
Everstar Merchandize Co., Ltd.

10
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12 **IT IS SO ORDERED.**

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14 Date: _____

JUDGE OF THE SUPERIOR COURT

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14. **AUTHORITY TO EXECUTE**

Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

AGREED TO:

AGREED TO:

Date: _____

Date: July 6, 2012

By: _____
ANTHONY E. HELD, Ph.D., P.E.

By: *[Signature]*

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1 **14. AUTHORITY TO EXECUTE**

2 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
3 Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the
4 Consent Judgment on behalf of the Party represented and to legally bind that Party.

5 **AGREED TO:**

6 Date: _____

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9 By: _____
10 ANTHONY E. HELD, Ph.D., P.E.

AGREED TO:

Date: 5/30/2012

By: Jeanne Cochran
Chief Operating Officer
Incharcter Costumes,
Inc.

11
12 **IT IS SO ORDERED.**

13
14 Date: _____

JUDGE OF THE SUPERIOR COURT

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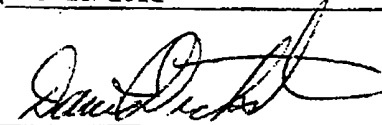
AGREED TO:

AGREED TO:

Date: _____

Date: 5/29/2012

By: _____
ANTHONY E. HELD, Ph.D., P.E.

By: 
DAVID DICKSTEIN, TREASURER
JACOBSON HAT CO., INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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14. **AUTHORITY TO EXECUTE**

Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.


AGREED TO:

AGREED TO:

Date: _____

Date: 5-25-12

By: _____
ANTHONY E. HELD, Ph.D., P.E.

By: 

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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14. AUTHORITY TO EXECUTE

Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the Party represented and to legally bind that Party.

AGREED TO:

AGREED TO:

Date: _____

Date: May 30, 2012

By: _____
ANTHONY E. HELD, Ph.D., P.E.

By: [Signature]
Christopher Scharff, CEO,
Lovin Enterprises, Inc.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1 **14. AUTHORITY TO EXECUTE**

2 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
3 Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the
4 Consent Judgment on behalf of the Party represented and to legally bind that Party.

5 **AGREED TO:**

AGREED TO:

6 Date: _____

Date: July 6, 2012

7
8
9 By: _____
ANTHONY E. HELD, Ph.D., P.E.

By: Mark Armstrong

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12 **IT IS SO ORDERED.**

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14 Date: _____

JUDGE OF THE SUPERIOR COURT

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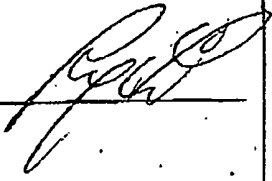
AGREED TO:

Date: _____

By: _____
ANTHONY E. HELD, Ph.D., P.E.

AGREED TO:

Date: May 25, 2012

By: ROGER LEE 
RG Costantino

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1 **14. AUTHORITY TO EXECUTE**

2 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
3 Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the
4 Consent Judgment on behalf of the Party represented and to legally bind that Party.

5 **AGREED TO:**

6 Date: _____

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9 By: _____
ANTHONY E. HELD, Ph.D., P.E.

AGREED TO:

6 Date: 7/9/12

7
8
9 By: _____

ROBERT BERMAN
CEO, Silvertop Assn
dba-TRASTAPOSTA

10
11
12 **IT IS SO ORDERED.**

13
14
15 Date: _____

JUDGE OF THE SUPERIOR COURT

1 14. AUTHORITY TO EXECUTE

2 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
3 Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the
4 Consent Judgment on behalf of the Party represented and to legally bind that Party.

5
6 **AGREED TO:**

7 Date: _____

8
9 By: _____
10 ANTHONY E. HELD, Ph.D., P.E.

6 **AGREED TO:**

7 Date: 31/05/12

8 By: *Elliott Peckett*

9 ELLIOTT PECKETT
10 DIRECTOR
11 E.H. SMITH + SONS (WISCONSIN)
12 LTD T/A SMITH'S

13 **IT IS SO ORDERED.**

14
15 Date: _____

16 _____
17 JUDGE OF THE SUPERIOR COURT

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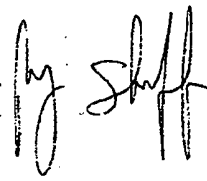
AGREED TO:

AGREED TO:

Date: _____

Date: July 9, 2012

By: _____
ANTHONY E. HELD, Ph.D., P.E.

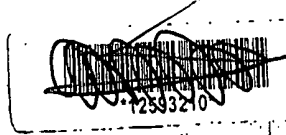
By:  _____

IT IS SO ORDERED:

Date: _____

JUDGE OF THE SUPERIOR COURT

u-kep



1 Josh Voorhees, State Bar No. 241436
Troy C. Bailey, State Bar No. 277424
2 THE CHANLER GROUP
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
ALAMEDA COUNTY

APR 15 2014

CLERK OF THE SUPERIOR COURT

By PS Swartz Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ALAMEDA
10 UNLIMITED CIVIL JURISDICTION

11
12 ANTHONY E. HELD, PH.D., P.E.

13 Plaintiff,

14 v.

15 ALMAR SALES CO., INC.; AMSCAN
HOLDINGS, INC.; EASTER UNLIMITED,
16 INC.; ELLIE SHOES, INC.; ELOPE, INC.;
EVERSTAR, US; FORUM NOVELTIES,
17 INC.; IN CHARACTER COSTUMES, INC.;
JACOBSON HAT CO., INC.; LEG AVENUE
18 INC.; LOVIN' ENTERPRISES, INC.;
MORBID ENTERPRISES, LLC; PAPER
19 MAGIC GROUP, INC.; RG COSTUMES &
ACCESSORIES, INC.; SILVERTOP
20 ASSOCIATES, INC.; R.H. SMITH & SONS
(WIGMAKERS) DBA SMIFFY'S;
21 UNDERWRAPS, INC.; and DOES 1-150,
inclusive,

22 Defendants.
23

Case No. HG12633575

AMENDED "EXHIBIT A" TO CONSENT
JUDGMENT FILED ON BEHALF OF
DEFENDANT ALMAR SALES COMPANY

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EXHIBIT A

I. **Name of Settling Defendant (Mandatory)**

Almar Sales Company _____

II. **Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

III. **Covered Products (Not applicable if electing low volume sales)**

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones

1 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl-phthalate ("DBP"),
2 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
3 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
4 oxides), and/or formaldehyde.

5
6 **IV. Additional Products** (Not applicable if electing low volume)

7 The Additional Products, if any, subject to injunctive relief are:

- 8 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
9 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
10 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
11 compounds and inorganic oxides), and/or formaldehyde (gas);
- 12 2. Halloween Costume Accessories, specifically , wigs, masks, gloves, footwear, belts,
13 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
14 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
15 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
16 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic
17 arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
- 18
19 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
20 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
21 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
22 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
23 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
24 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
25 oxides), and/or formaldehyde.
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V. **Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales** (Select only one if applicable)

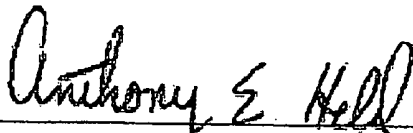
Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
N/A	—
Additional Product Name, SKU, and/or Number	Number of Units Sold
N/A	—

IT IS SO STIPULATED:

AGREED TO:

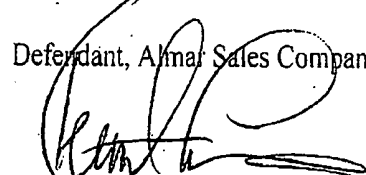
Plaintiff, ANTHONY E. HELD, Ph.D., P.E.


Signature

Date: April 14, 2014

AGREED TO:

Defendant, Almar Sales Company


Signature

By: Kenneth Levine
Print Name

Its: CFO
Title

Date: 2/4/14

me

~~CONFIDENTIAL~~
12582656

FILED
ALAMEDA COUNTY

MAR 28 2014

By Guo Exec. Off/Clerk

1 Josh Voorhees, State Bar No. 241436
Troy C. Bailey, State Bar No. 277424
2 THE CHANLER GROUP
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.

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

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

Case No. HG12633575

13 Plaintiff,

**AMENDED "EXHIBIT A" TO CONSENT
JUDGMENT FILED ON BEHALF OF
DEFENDANT AMSCAN HOLDINGS, INC.**

14 v.

15 ALMAR SALES CO., INC.; AMSCAN
HOLDINGS, INC.; EASTER UNLIMITED,
16 INC.; ELLIE SHOES, INC.; ELOPE, INC.;
EVERSTAR, US; FORUM NOVELTIES,
17 INC.; IN CHARACTER COSTUMES, INC.;
JACOBSON HAT CO., INC.; LEG AVENUE
18 INC.; LOVIN' ENTERPRISES, INC.;
MORBID ENTERPRISES, LLC; PAPER
19 MAGIC GROUP, INC.; RG COSTUMES &
ACCESSORIES, INC.; SILVERTOP
20 ASSOCIATES, INC.; R.H. SMITH & SONS
(WIGMAKERS) DBA SMIFFY'S;
21 UNDERWRAPS, INC.; and DOES 1-150,
inclusive,

22 Defendants.
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BY FAX

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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Amscan Holdings, Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

Amscan, Inc.

Party City Corporation

Gags & Games, Inc.

Christy's, Party City Holdings, Inc.

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides) , and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags; hats, costume props; hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones

1 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
2 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
3 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
4 oxides), and/or formaldehyde.

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6 **IV. Additional Products** (Not applicable if electing low volume).

7 The Additional Products, if any, subject to injunctive relief are:

- 8 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
9 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
10 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
11 compounds and inorganic oxides), and/or formaldehyde (gas);
- 12 2. Halloween Costume Accessories, specifically , wigs, masks, gloves, footwear, belts,
13 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
14 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
15 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
16 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic
17 arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
- 18
19 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
20 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
21 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
22 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
23 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
24 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
25 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
N/A	
Additional Product Name, SKU, and/or Number	Number of Units Sold
N/A	

IT IS SO STIPULATED:

AGREED TO:

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

Anthony E. Held
Signature

Date: **APPROVED**
By Tony Held at 11:10 am, Feb 02, 2014

AGREED TO:

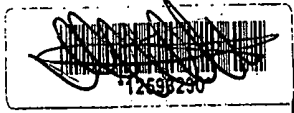
Defendant, Amscan Holdings, Inc.

Joseph J. Zepf
Signature
By: Joseph J. Zepf
Print Name

Its: VP, General Counsel & Secretary
Title

Date: 1/28/14

u/pep



FILED
ALAMEDA COUNTY

APR 15 2014

CLERK OF THE SUPERIOR COURT
By [Signature]

Deputy

1 Josh Voorhees, State Bar No. 241436
2 Troy C. Bailey, State Bar No. 277424
3 THE CHANLER GROUP
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710-2565
7 Telephone: (510) 848-8880
8 Facsimile: (510) 848-8118

9 Attorneys for Plaintiff
10 ANTHONY E. HELD, PH.D., P.E.

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF ALAMEDA
14 UNLIMITED CIVIL JURISDICTION

15 ANTHONY E. HELD, PH.D., P.E.

16 Plaintiff,

17 v.

18 ALMAR SALES CO., INC.; AMSCAN
19 HOLDINGS, INC.; EASTER UNLIMITED,
20 INC.; ELLIE SHOES, INC.; ELOPE, INC.;
21 EVERSTAR, US; FORUM NOVELTIES,
22 INC.; IN CHARACTER COSTUMES, INC.;
23 JACOBSON HAT CO., INC.; LEG AVENUE
24 INC.; LOVIN' ENTERPRISES, INC.;
25 MORBID ENTERPRISES, LLC; PAPER
26 MAGIC GROUP, INC.; RG COSTUMES &
27 ACCESSORIES, INC.; SILVERTOP
28 ASSOCIATES, INC.; R.H. SMITH & SONS
(WIGMAKERS) DBA SMIFFY'S;
UNDERWRAPS, INC.; and DOES 1-150,
inclusive,

Defendants.

Case No. HG12633575

**AMENDED "EXHIBIT A" TO CONSENT
JUDGMENT FILED ON BEHALF OF
DEFENDANT PAPER MAGIC GROUP,
INC.**

EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Paper Magic Group, Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

CSS Industries, Inc.

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides); and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),

1
2 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
3 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
4 oxides), and/or formaldehyde.

5 **IV. Additional Products** (Not applicable if electing low volume).

6 The Additional Products, if any, subject to injunctive relief are:

- 7 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
8 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
9 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
10 compounds and inorganic oxides), and/or formaldehyde (gas);
- 11 2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts,
12 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
13 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
14 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
15 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic
16 arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
- 17
18 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
19 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
20 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
21 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
22 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
23 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
24 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
N/A	—
Additional Product Name, SKU, and/or Number	Number of Units Sold
N/A	—

IT IS SO STIPULATED:

AGREED TO:

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

Anthony E. Held
Signature

Date: April 14, 2014

AGREED TO:

Defendant, Paper Magic Group, Inc

William G. Kresner
Signature

By: William G. Kresner
Print Name

Its: Vice President
Title

Date: 03/28/14

17100

~~FILED~~
7:53:03

FILED
ALAMEDA COUNTY

MAR 28 2014

By *[Signature]* Exec. Off/Clerk

1 Josh Voorhees, State Bar No. 241436
2 Troy C. Bailey, State Bar No. 277424
3 THE CHANLER GROUP
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710-2565
7 Telephone: (510) 848-8880
8 Facsimile: (510) 848-8118

9 Attorneys for Plaintiffs
10 ANTHONY E. HELD, Ph.D., P.E.

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF ALAMEDA
13 UNLIMITED CIVIL JURISDICTION

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

15 Plaintiffs

16 v.

17 ALMAR SALES CO., INC.; AMSCAN
18 HOLDINGS, INC.; EASTER UNLIMITED,
19 INC.; ELLIE SHOES, INC.; ELOPE, INC.;
20 EVERSTAR, US; FORUM NOVELTIES,
21 INC.; IN CHARACTER COSTUMES,
22 INC.; JACOBSON HAT CO., INC.; LEG
23 AVENUE INC.; LOVIN' ENTERPRISES,
24 INC.; MORBID ENTERPRISES, LLC;
25 PAPER MAGIC GROUP, INC.; RG
26 COSTUMES ACCESSORIES, INC.;
27 SILVERTOP ASSOCIATES, INC.; R.H.
28 SMITH & SONS (WIGMAKERS) DBA
SMIFFY'S; UNDERWRAPS, INC.; and
DOES 1-150, inclusive,

Defendants.

Case No. HG12633575

**AMENDED EXHIBIT "A" TO
CONSENT JUDGMENT FILED ON
BEHALF OF DEFENDANT EASTER
UNLIMITED, INC.**

BY FAX

1
2
3 **EXHIBIT A**

4 **I. Name of Settling Defendant (Mandatory)**

5 Easter Unlimited, Inc.
6 _____

7 **II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)**

8 Fun World

9 Holiday Times Unlimited

10 Bleever Gift Packs LLC
11 _____

12 **III. Covered Products (Not applicable if electing low volume sales)**

13 The Covered Products applicable to the above-stated Settling Defendant are:

- 14 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
15 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
16 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
17 compounds and inorganic oxides), and/or formaldehyde (gas);
- 18 2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts,
19 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
20 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
21 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
22 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
23 compounds and inorganic oxides), and/or formaldehyde (gas); and
- 24 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
25 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
26 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
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1 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
2 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or
3 cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides),
4 and/or formaldehyde.

5
6 **IV. Additional Products** (Not applicable if electing low volume)

7 The Additional Products, if any, subject to injunctive relief are:

- 8 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
9 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
10 compounds; cadmium and/or cadmium compounds, arsenic (inorganic arsenic
11 compounds and inorganic oxides), and/or formaldehyde (gas);
- 12 2. Halloween Costume Accessories, specifically , wigs, masks, gloves, footwear, belts,
13 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
14 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
15 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
16 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic
17 arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
- 18
19 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
20 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
21 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
22 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
23 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
24 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
25 oxides), and/or formaldehyde.
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1 **V. Covered Products and Additional Products Applicable to Settling Defendant**
2 **Electing Low Volume Sales (Select only one if applicable)**

- 3 Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or
4 sold for use or sale in California less than 2,000 total consumer units of Covered Products
5 and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
N/A	—
Additional Product Name, SKU, and/or Number	Number of Units Sold
N/A	—

11
12 **IT IS SO STIPULATED:**

13 **AGREED TO:**

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

15
16 
17 _____
18 Signature

19 Date: June 26, 2014

13 **AGREED TO:**

14 Defendant, Easter Unlimited, Inc.

15 

16 _____
17 Signature

18 By: WAYNE WITTINGHAM
19 _____
20 Print Name

21 Its: COMPLIANCE MANAGER
22 _____
23 Title

24 Date: 2/21/14
25 _____
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Ellic Shoes, Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),

1 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
2 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
3 oxides), and/or formaldehyde.

4
5 **IV. Additional Products (Not applicable if electing low volume)**

6 The Additional Products, if any, subject to injunctive relief are:

- 7 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
8 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
9 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
10 compounds and inorganic oxides), and/or formaldehyde (gas);
- 11 2. Halloween Costume Accessories, specifically , wigs, masks, gloves, footwear, belts,
12 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
13 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
14 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
15 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
16 compounds and inorganic oxides), and/or formaldehyde (gas); and
- 17 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
18 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
19 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
20 containing di(2-ethylhexyl)phthalate ("DEHP"); di-n-butyl phthalate ("DBP"),
21 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
22 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
23 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Additional Product Name, SKU, and/or Number	Number of Units Sold
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

elope, Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),

1 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
2 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
3 oxides), and/or formaldehyde.

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5 **IV. Additional Products (Not applicable if electing low volume)**

6 The Additional Products, if any, subject to injunctive relief are:

- 7 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
8 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
9 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
10 compounds and inorganic oxides), and/or formaldehyde (gas);
- 11 2. Halloween Costume Accessories, specifically , wigs, masks, gloves, footwear, belts,
12 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
13 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
14 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
15 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
16 compounds and inorganic oxides), and/or formaldehyde (gas); and
- 17 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
18 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
19 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
20 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
21 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
22 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
23 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Additional Product Name, SKU, and/or Number	Number of Units Sold
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Everstar Merchandise Co., Ltd.

Tomson Merchandise Co., Ltd.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

Wal-Mart Stores, Inc. and its affiliates and subsidiaries.

CVS Pharmacy, Inc. and its affiliates and subsidiaries.

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),

1 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
2 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
3 oxides), and/or formaldehyde.

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5 **IV. Additional Products** (Not applicable if electing low volume)

6 The Additional Products, if any, subject to injunctive relief are:

- 7 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
8 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
9 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
10 compounds and inorganic oxides), and/or formaldehyde (gas);
- 11 2. Halloween Costume Accessories, specifically , wigs, masks, gloves, footwear, belts,
12 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
13 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
14 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
15 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
16 compounds and inorganic oxides), and/or formaldehyde (gas); and
- 17 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
18 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
19 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
20 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
21 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
22 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
23 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
Additional Product Name, SKU, and/or Number	Number of Units Sold
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Forum Novelties, Inc.

II. Names of Defendant Releasees ~~and Defendant Releasees (Optional)~~

Charade Costumes.

Halloween Resource Center.

Rubie Toy Company, Inc.

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. (X) Halloween Costumes containing (X) di(2-ethylhexyl)phthalate ("DEHP"), (X) di-n-butyl phthalate ("DBP"), (X) butyl benzyl phthalate ("BBP"); (X) lead and/or lead compounds, (X) cadmium and/or cadmium compounds, (X) arsenic (inorganic arsenic compounds and inorganic oxides), and/or (X) formaldehyde (gas);
2. (X) Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing (X) di(2-ethylhexyl)phthalate ("DEHP"), (X) di-n-butyl phthalate ("DBP"), (X) butyl benzyl phthalate ("BBP"); (X) lead and/or lead compounds, (X) cadmium and/or cadmium compounds, (X) arsenic (inorganic arsenic compounds and inorganic oxides), (X) and/or formaldehyde (gas); and
3. (X) Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones containing (X) di(2-ethylhexyl)phthalate ("DEHP"), (X) di-n-butyl phthalate ("DBP"), (X) butyl benzyl phthalate ("BBP"); (X) lead and/or lead compounds, (X) cadmium

1 and/or cadmium compounds, (X) arsenic (inorganic arsenic compounds and inorganic
2 oxides), (X) and/or formaldehyde.

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4 **IV. Additional Products** (Not applicable if electing low volume)

5 The Additional Products, if any, subject to injunctive relief are:

- 6 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
7 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
8 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
9 compounds and inorganic oxides), and/or formaldehyde (gas);
- 10 2. Halloween Costume Accessories, specifically , wigs, masks, gloves, footwear, belts,
11 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
12 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
13 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
14 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
15 compounds and inorganic oxides), and/or formaldehyde (gas); and
- 16 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
17 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
18 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
19 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
20 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
21 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
22 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
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_____	_____
_____	_____
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

In Character Costumes

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),

1 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
2 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
3 oxides), and/or formaldehyde.
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5 **IV. Additional Products** (Not applicable if electing low volume)

6 The Additional Products, if any, subject to injunctive relief are:

- 7 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
8 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
9 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
10 compounds and inorganic oxides), and/or formaldehyde (gas);
- 11 2. Halloween Costume Accessories, specifically , wigs, masks, gloves, footwear, belts,
12 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
13 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
14 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
15 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
16 compounds and inorganic oxides), and/or formaldehyde (gas); and
- 17 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
18 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
19 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
20 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
21 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
22 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
23 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
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_____	_____
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_____	_____
_____	_____
_____	_____
Additional Product Name, SKU, and/or Number	Number of Units Sold
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

JACOBSON HAT CO., INC.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

HALLOWEEN CITY

SPIRIT HALLOWEEN SUPERSTORES, LLC

SPENCER GIFTS, LLC

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, hand props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Home/Party Décor and Games, specifically Halloween candy bowls, decorative spiders/webs, ghosts, witches, goblins, skeletons, bats, cats and tombstones containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium

1 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
2 oxides), and/or formaldehyde.

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4 **IV. Additional Products (Not applicable if electing low volume)**

5 The Additional Products, if any, subject to injunctive relief are:

- 6 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
7 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
8 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
9 compounds and inorganic oxides), and/or formaldehyde (gas);
- 10 2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts,
11 bags, hats, hand props, hosiery, weapons, and jewelry intended to accessorize a costume
12 (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
13 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
14 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
15 compounds and inorganic oxides), and/or formaldehyde (gas); and
- 16 3. Halloween Home/Party Décor and Games, specifically Halloween candy bowls,
17 decorative spiders/webs, ghosts, witches, goblins, skeletons, bats, cats and tombstones
18 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
19 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
20 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
21 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Additional Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
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_____	_____
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~~CONFIDENTIAL~~
12384375

WMS

1 Josh Voorhees, State Bar No. 241436
2 Troy C. Bailey, State Bar No. 277424
3 THE CHANLER GROUP
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710-2565
7 Telephone: (510) 848-8880
8 Facsimile: (510) 848-8118
9
10 Attorneys for Plaintiff
11 ANTHONY E. HELD, PH.D., P.E.

FILED
ALAMEDA COUNTY

MAR 28 2014

By *Guia Barbo* Exec. Off/Clerk

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

12 ANTHONY E. HELD, PH.D., P.E.
13 Plaintiff,

14 v.

15 ALMAR SALES CO., INC.; AMSCAN
16 HOLDINGS, INC.; EASTER UNLIMITED,
17 INC.; ELLIE SHOES, INC.; ELOPE, INC.;
18 EVERSTAR, US; FORUM NOVELTIES,
19 INC.; IN CHARACTER COSTUMES, INC.;
20 JACOBSON HAT CO., INC.; LEG AVENUE
21 INC.; LOVIN' ENTERPRISES, INC.;
22 MORBID ENTERPRISES, LLC; PAPER
23 MAGIC GROUP, INC.; RG COSTUMES &
24 ACCESSORIES, INC.; SILVERTOP
25 ASSOCIATES, INC.; R.H. SMITH & SONS
26 (WIGMAKERS) DBA SMIFFY'S;
27 UNDERWRAPS, INC.; and DOES 1-150,
28 inclusive,
Defendants.

Case No. HG12633575

AMENDED "EXHIBIT A" TO CONSENT
JUDGMENT FILED ON BEHALF OF
DEFENDANT LEG AVENUE, INC.

BY FAX

EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Leg Avenue, Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones

1 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
2 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
3 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
4 oxides), and/or formaldehyde.

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6 **IV. Additional Products** (Not applicable if electing low volume)

7 The Additional Products, if any, subject to injunctive relief are:

- 8 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
9 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
10 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
11 compounds and inorganic oxides), and/or formaldehyde (gas);
- 12 2. Halloween Costume Accessories, specifically , wigs, masks, gloves, footwear, belts,
13 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
14 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
15 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
16 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic
17 arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
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19 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
20 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
21 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
22 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
23 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
24 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
25 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
N/A	—
Additional Product Name, SKU, and/or Number	Number of Units Sold
N/A	—

IT IS SO STIPULATED:

AGREED TO:

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

Anthony E Held

Signature

AGREED TO:

Defendant, Leg Avenue, Inc.

Mike Tsai

Signature

Date:

APPROVED

By Tony Held at 11:13 am Feb 02, 2014

By:

Mike Tsai

Print Name

Its:

COO

Title

Date:

1/23/2014

ENDORSED
FILED
ALAMEDA COUNTY

AUG 05 2014

CLERK OF THE SUPERIOR COURT
By Maria Carrera
Deputy

1 Josh Voorhees, State Bar No. 241436
Troy C. Bailey, State Bar No. 277424
2 THE CHANLER GROUP
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.

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF ALAMEDA

10 UNLIMITED CIVIL JURISDICTION

11
12 ANTHONY E. HELD, PH.D., P.E.

13 Plaintiff,

14 v.

15 ALMAR SALES CO., INC.; AMSCAN
HOLDINGS, INC.; EASTER UNLIMITED,
16 INC.; ELLIE SHOES, INC.; ELOPE, INC.;
EVERSTAR, US; FORUM NOVELTIES,
17 INC.; IN CHARACTER COSTUMES, INC.;
JACOBSON HAT CO., INC.; LEG AVENUE
18 INC.; LOVIN' ENTERPRISES, INC.;
MORBID ENTERPRISES, LLC; PAPER
19 MAGIC GROUP, INC.; RG COSTUMES &
ACCESSORIES, INC.; SILVERTOP
20 ASSOCIATES, INC.; R.H. SMITH & SONS
(WIGMAKERS) DBA SMIFFY'S;
21 UNDERWRAPS, INC.; and DOES 1-150,
inclusive,

22 Defendants...

Case No. HG12633575

AMENDED EXHIBIT "A" TO CONSENT
JUDGMENT FILED ON BEHALF OF
DEFENDANT LOVIN' ENTERPRISES,
INC.

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AMENDED EXHIBIT A TO CONSENT JUDGMENT FILED ON BEHALF OF LOVIN' ENTERPRISES, INC.

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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Lovin' Enterprises, Inc. dba Dreamgirl
International ("Dreamgirl")

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

- 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas);
- 2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
- 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative

1 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
2 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
3 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
4 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
5 oxides), and/or formaldehyde.

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7 **IV. Additional Products (Not applicable if electing low volume)**

8 The Additional Products, if any, subject to injunctive relief are:

- 9 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
10 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
11 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
12 compounds and inorganic oxides), and/or formaldehyde (gas);
- 13 2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts,
14 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
15 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
16 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
17 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic
18 arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
- 19
20 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
21 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
22 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
23 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
24 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
25 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
26 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

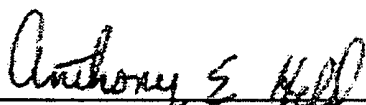
Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
N/A	—
Additional Product Name, SKU, and/or Number	Number of Units Sold
N/A	—

IT IS SO STIPULATED:

AGREED TO:

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


Signature

Date: July 30, 2014

AGREED TO:

Defendant, LOVIN' ENTERPRISES, INC. dba DREAMGIRL INTERNATIONAL


Signature

By: CHRISTOPHER SCHAFFERT
Print Name

Its: CEO
Title

Date: July 22, 2015

EXHIBIT A

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I. Name of Settling Defendant (Mandatory)

Morbid Industries

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. (X) Halloween Costumes containing (X) di(2-ethylhexyl)phthalate ("DEHP"), (X) di-n-butyl phthalate ("DBP"), (X) butyl benzyl phthalate ("BBP"); (X) lead and/or lead compounds, (X) cadmium and/or cadmium compounds, (X) arsenic (inorganic arsenic compounds and inorganic oxides), and/or (X) formaldehyde (gas);
2. (X) Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing (X) di(2-ethylhexyl)phthalate ("DEHP"), (X) di-n-butyl phthalate ("DBP"), (X) butyl benzyl phthalate ("BBP"); (X) lead and/or lead compounds, (X) cadmium and/or cadmium compounds, (X) arsenic (inorganic arsenic compounds and inorganic oxides), (X) and/or formaldehyde (gas); and
3. (X) Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones containing (X) di(2-ethylhexyl)phthalate ("DEHP"), (X) di-n-butyl phthalate ("DBP"),

1 (X) butyl benzyl phthalate ("BBP"); (X) lead and/or lead compounds, (X) cadmium
2 and/or cadmium compounds, (X) arsenic (inorganic arsenic compounds and inorganic
3 oxides), (X) and/or formaldehyde.
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5 **IV. Additional Products** (Not applicable if electing low volume)

6 The Additional Products, if any, subject to injunctive relief are:

- 7 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
8 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
9 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
10 compounds and inorganic oxides), and/or formaldehyde (gas);
- 11 2. Halloween Costume Accessories, specifically , wigs, masks, gloves, footwear, belts,
12 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
13 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
14 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
15 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
16 compounds and inorganic oxides), and/or formaldehyde (gas); and
- 17 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
18 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
19 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
20 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
21 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
22 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
23 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
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_____	_____
_____	_____
_____	_____
Additional Product Name, SKU, and/or Number	Number of Units Sold
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

ROGER S. LEE, RG Costumes & Accessories Inc.

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, hand props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Home/Party Décor and Games, specifically Halloween candy bowls, decorative spiders/webs, ghosts, witches, goblins, skeletons, bats, cats and tombstones containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium

1 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
2 oxides), and/or formaldehyde.

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4 **IV. Additional Products (Not applicable if electing low volume)**

5 The Additional Products, if any, subject to injunctive relief are:

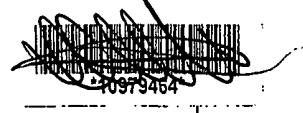
- 6 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
7 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
8 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
9 compounds and inorganic oxides), and/or formaldehyde (gas);
- 10 2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts,
11 bags, hats, hand props, hosiery, weapons, and jewelry intended to accessorize a costume
12 (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
13 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
14 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
15 compounds and inorganic oxides), and/or formaldehyde (gas); and
- 16 3. Halloween Home/Party Décor and Games, specifically Halloween candy bowls,
17 decorative spiders/webs, ghosts, witches, goblins, skeletons, bats, cats and tombstones
18 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
19 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
20 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
21 oxides), and/or formaldehyde.
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1 **V. Covered Products and Additional Products Applicable to Settling Defendant**
2 **Electing Low Volume Sales (Select only one if applicable)**

3 **Low Volume:** Settling Defendant hereby certifies that it manufactured, distributed and/or
4 sold for use or sale in California less than 2,000 total consumer units of Covered Products
and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
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Additional Product Name, SKU, and/or Number	Number of Units Sold
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_____	_____
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1 Josh Voorhees, State Bar No. 241436
 2 Troy C. Bailey, State Bar No. 277424
 3 THE CHANLER GROUP
 2560 Ninth Street
 4 Parker Plaza, Suite 214
 Berkeley, CA 94710-2565
 Telephone: (510) 848-8880
 Facsimile: (510) 848-8118

FILED
 ALAMEDA COUNTY

NOV 20 2012

CLERK OF THE SUPERIOR COURT
 By E. Col
 Deputy

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 ALAMEDA
 10 UNLIMITED CIVIL JURISDICTION

11
 12 ANTHONY E. HELD, PH.D., P.E.

Case No. HG12633575

13 Plaintiff,

**AMENDED "EXHIBIT A" TO CONSENT
 JUDGMENT FILED ON BEHALF OF
 DEFENDANT SILVERTOP ASSOCIATES,
 INC.**

14 v.

15 ALMAR SALES CO., INC.; AMSCAN
 16 HOLDINGS, INC.; EASTER UNLIMITED,
 INC.; ELLIE SHOES, INC.; ELOPE, INC.;
 17 EVERSTAR, US; FORUM NOVELTIES,
 INC.; IN CHARACTER COSTUMES, INC.;
 18 JACOBSON HAT CO., INC.; LEG AVENUE
 INC.; LOVIN' ENTERPRISES, INC.;
 19 MORBID ENTERPRISES, LLC; PAPER
 MAGIC GROUP, INC.; RG COSTUMES &
 20 ACCESSORIES, INC.; SILVERTOP
 ASSOCIATES, INC.; R.H. SMITH & SONS
 (WIGMAKERS) DBA SMIFFY'S;
 21 UNDERWRAPS, INC.; and DOES 1-150,
 inclusive,

22 Defendants.
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Silvertop Associates, Inc. dba "Rasta

Imposta"

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones

1 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
2 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
3 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
4 oxides), and/or formaldehyde.

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6 **IV. Additional Products** (Not applicable if electing low volume)

7 The Additional Products, if any, subject to injunctive relief are:

- 8 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
9 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
10 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
11 compounds and inorganic oxides), and/or formaldehyde (gas);
- 12 2. Halloween Costume Accessories, specifically , wigs, masks, gloves, footwear, belts,
13 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
14 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
15 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
16 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic
17 arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
- 18 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
19 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
20 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
21 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
22 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
23 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
24 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
N/A	—
Additional Product Name, SKU, and/or Number	Number of Units Sold
N/A	—

IT IS SO STIPULATED:

AGREED TO:

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

Anthony E Held
Signature

Date: **APPROVED**
By Tony Held at 10:00 am, Nov 01, 2012

AGREED TO:

Defendant, Silvertop Associates, Inc. dba "Rasta Imposta"

TR
Signature

By: **ROBERT BERMAN**
Print Name

Its: **CEO**
Title

Date: **10/31/12**

EXHIBIT A

I. Name of Settling Defendant (Mandatory) R. H. Smith & Sons
(Wigmakers) Ltd. dba Smiffy's

II. Names of Defendant Releasees and Downstream Defendant Releasees (Optional)

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),

1 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
2 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
3 oxides), and/or formaldehyde.
4

5 **IV. Additional Products (Not applicable if electing low volume)**

6 The Additional Products, if any, subject to injunctive relief are:

- 7 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
8 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
9 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
10 compounds and inorganic oxides), and/or formaldehyde (gas);
- 11 2. Halloween Costume Accessories, specifically , wigs, masks, gloves, footwear, belts,
12 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
13 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
14 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
15 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
16 compounds and inorganic oxides), and/or formaldehyde (gas); and
- 17 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
18 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
19 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
20 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
21 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
22 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
23 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Additional Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
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EXHIBIT A

I. Name of Settling Defendant (Mandatory)

Underwraps, Inc.

II. Names of Defendant Releasees and ~~Downstream Defendant Releasees~~ (Optional)

IPS Imports

III. Covered Products (Not applicable if electing low volume sales)

The Covered Products applicable to the above-stated Settling Defendant are:

1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas);
2. Halloween Costume Accessories, specifically, wigs, masks, gloves, footwear, belts, bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),

1 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
2 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
3 oxides), and/or formaldehyde.
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5 **IV. Additional Products** (Not applicable if electing low volume)

6 The Additional Products, if any, subject to injunctive relief are:

- 7 1. Halloween Costumes containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-
8 butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or lead
9 compounds, cadmium and/or cadmium compounds, arsenic (inorganic arsenic
10 compounds and inorganic oxides), and/or formaldehyde (gas);
- 11 2. Halloween Costume Accessories, specifically, wigs; masks, gloves, footwear, belts,
12 bags, hats, costume props, hosiery, weapons, and jewelry intended to accessorize a
13 costume (but excluding makeup) containing di(2-ethylhexyl)phthalate ("DEHP"),
14 di-n-butyl phthalate ("DBP"), butyl benzyl phthalate ("BBP"); lead and/or
15 lead compounds, cadmium and/or cadmium compounds, arsenic (inorganic
16 arsenic compounds and inorganic oxides), and/or formaldehyde (gas); and
- 17 3. Halloween Indoor and Outdoor Home/Party Décor and Games, specifically
18 Halloween candy bowls, lawn, wall, door and table ornaments and lights, decorative
19 spiders/webs, lighting, ghosts, witches, goblins, skeletons, bats, cats and tombstones
20 containing di(2-ethylhexyl)phthalate ("DEHP"), di-n-butyl phthalate ("DBP"),
21 butyl benzyl phthalate ("BBP"); lead and/or lead compounds, cadmium
22 and/or cadmium compounds, arsenic (inorganic arsenic compounds and inorganic
23 oxides), and/or formaldehyde.
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V. Covered Products and Additional Products Applicable to Settling Defendant Electing Low Volume Sales (Select only one if applicable)

Low Volume: Settling Defendant hereby certifies that it manufactured, distributed and/or sold for use or sale in California less than 2,000 total consumer units of Covered Products and Additional Products in calendar year 2011, as specified below;

Covered Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Additional Product Name, SKU, and/or Number	Number of Units Sold
_____	_____
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Exhibit B

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4 **Exhibit B**

5 **Person(s) to receive Notices Pursuant to the Consent Judgment**

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Exhibit B

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Exhibit B

Person(s) to receive Notices Pursuant to the Consent Judgment

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1 **Exhibit B**

2 **Person(s) to receive Notices Pursuant to the Consent Judgment**

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Exhibit B

Person(s) to receive Notices Pursuant to the Consent Judgment

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Exhibit B

Person(s) to receive Notices Pursuant to the Consent Judgment

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4 **Exhibit B**

5 **Person(s) to receive Notices Pursuant to the Consent Judgment**

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Exhibit B

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Exhibit B

Person(s) to receive Notices Pursuant to the Consent Judgment

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Exhibit B

Person(s) to receive Notices Pursuant to the Consent Judgment

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Exhibit B

Person(s) to receive Notices Pursuant to the Consent Judgment

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Exhibit B

Person(s) to receive Notices Pursuant to the Consent Judgment

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Exhibit B

Person(s) to receive Notices Pursuant to the Consent Judgment

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Exhibit B

Person(s) to receive Notices Pursuant to the Consent Judgment

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4 **Exhibit B**

5 Person(s) to receive Notices Pursuant to the Consent Judgment

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12 Title

13 Rogers Joseph O'Donnell

14 Title

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Exhibit B

Person(s) to receive Notices Pursuant to the Consent Judgment.

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