

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

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

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

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

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 IN AND FOR THE CITY COUNTY OF SAN FRANCISCO

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

17 Plaintiff,

18 v.

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

21 Defendants.

Case No. CGC-09-489195

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

Complaint filed: June 8, 2009

1     **1. INTRODUCTION**

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

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

7     **1.2 Plaintiff Dr. Anthony Held**

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

11    **1.3 Defendant**

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

15    **1.4 General Allegations**

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

21    **1.5 Product Description**

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

1     **1.6 Notices of Violation**

2             Dr. Held asserts that on February 24, 2009, he served Elegant and the Office of the  
3 California Attorney General of the State of California, all California counties' District Attorneys  
4 and all City Attorneys of California cities with populations exceeding 750,000, (collectively,  
5 "Public Enforcers") with a document entitled "60-Day Notice of Violation" (the "Notice") that  
6 provided Elegant and Public Enforcers with notice of alleged violations of Proposition 65 for failing  
7 to warn consumers children's vinyl bags containing DEHP that Elegant sold allegedly exposed  
8 users in California to DEHP. To the best of Parties' knowledge, no Public Enforcer has diligently  
9 prosecuted any of the allegations set forth in the Notice. On June30, 2009, Held served Elegant and  
10 the Office of the California Attorney General of the State of California, all California counties'  
11 District Attorneys and all City Attorneys of California cities with populations exceeding 750,000,  
12 (collectively, "Public Enforcers") with a document entitled "Supplemental 60-Day Notice of  
13 Violation" (the "Supplemental Notice") that provided Elegant and Public Enforcers with notice of  
14 alleged violations of Proposition 65 for failing to warn consumers children's raincoats containing  
15 DEHP that Elegant sold allegedly exposed users in California to DEHP. On the 65<sup>th</sup> day following  
16 service of the Supplemental Notice the complaint shall be deemed to be amended to include the  
17 vinyl raincoats, and the raincoats shall be included in the definition of "Products" pursuant to this  
18 Consent Judgment.

19     **1.7 Complaint**

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

24     **1.8 No Admission**

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

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

6 **1.9 Consent to Jurisdiction**

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

12 **1.10 Effective Date**

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

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

16 **2.1 Reformulation**

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

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

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

3 **2.2 Interim Warnings**

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

7 (b) **Warning Methods.**

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

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

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

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

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

21 **2.3 Exceptions to Warning Requirements**

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

26 **3. MONETARY PAYMENTS**

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

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

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

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

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

14    Payment shall be delivered to Dr. Held’s counsel on or before August 15, 2009, as follows:

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

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

20     **4.1    Attorney Fees and Costs**

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

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

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

9           **4.2 Attorney Fees and Costs**

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

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

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

28           **5. RELEASE OF ALL CLAIMS**

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

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

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

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



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

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

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

12 **5.2 Effect of Consent Judgment**

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

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

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

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

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

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

10       **6. COURT APPROVAL**

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

26       **7. SEVERABILITY**

27

28

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

4 **8. ENTIRE AGREEMENT**

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

11 **9. GOVERNING LAW**

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

18 **10. NOTICES**

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

23 To Elegant:

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

27 To Dr. Held:

28 Proposition 65 Controller  
HIRST & CHANLER LLP

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

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

6 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

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

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

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

13 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

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

20 **14. MODIFICATION AND ENFORCEMENT**

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

27 **15. EFFECT OF CONSENT JUDGMENT**

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

1 **16. AUTHORIZATION**

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

5 **AGREED TO:**

**AGREED TO:**

6 **APPROVED**  
By Anthony E Held at 11:36 am, 7/29/09

7 Date: \_\_\_\_\_  
8 By: Anthony E Held  
9 Plaintiff  
10 ANTHONY E. HELD, Ph.D., P.E.

Date: 23 July 2009  
By: Adonca-Jo R. Wada  
Counsel for 'Elegant'  
Joseph Templer, President  
ELEGANT KNITTED HEADWEAR,  
CO., INC..  
ADONICA-JO R. WADA

11 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

12 Date: 7/29/09  
13 By: Daniel Bornstein  
14 NIRST & CHANLER LLP  
15 Daniel Bornstein  
16 Attorneys for Plaintiff  
17 ANTHONY E. HELD, Ph.D., P.E.

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

18 **IT IS SO ORDERED.**

19 Date: \_\_\_\_\_

20 \_\_\_\_\_  
21 JUDGE OF THE SUPERIOR COURT