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

**ENDORSED
FILED
ALAMEDA COUNTY**

SFP 17 2008

Salzinger, Exec. Off./Clerk

SEP 16

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 Plaintiff,

16 v.

17 UNIQUE INDUSTRIES, INC.; and DOES 1
18 through 150, inclusive,

19 Defendants.

Case No. RG07350981

[Previous Case No. RG08388551]

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

Date: September 17, 2008

Time: 2:00 p.m.

Dept.: 20

Judge: Hon. Robert Freedman

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JK **[PROPOSED] JUDGMENT**

1 In the above-entitled action, Plaintiff ANTHONY E. HELD, Ph.D., P.E. and Defendant
2 UNIQUE INDUSTRIES, INC., having agreed through their respective counsel that judgment be
3 entered pursuant to the terms of the Proposition 65 settlement agreement in the form of a
4 Stipulation and [Proposed] Order Re: Consent Judgment entered into by the parties, and following
5 issuance of an order approving this Proposition 65 settlement agreement and entry of the
6 Stipulation and Order Re: Consent Judgment on September 17, 2008,

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

10 **IT IS SO ORDERED.**

11
12 Dated: SEP 17 2008

Robert B. Freedman
JUDGE OF THE SUPERIOR COURT

Exhibit 1

1 Clifford A. Chanler, State Bar No. 135534
2 David Lavine, State Bar No. 166744
3 HIRST & CHANLER LLP
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 Michael J. Stiles, State Bar No. 179214
12 JEFFER MANGELS BUTLER & MARMARO LLP
13 1900 Avenue of the Stars, Seventh Floor
14 Los Angeles, California 90067
15 Telephone: (310) 203-8080
16 Facsimile: (310) 203-0567

17 Attorneys for Defendant
18 UNIQUE INDUSTRIES, INC.

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

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

23 Plaintiff,

24 v.

25 UNIQUE INDUSTRIES, INC.; and DOES 1
26 through 150, inclusive,

27 Defendants.

28 Case No. RG08388551

STIPULATION AND [PROPOSED]
ORDER RE: CONSENT JUDGMENT

1 **1. INTRODUCTION**

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

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

6 **1.2 Plaintiff**

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

10 **1.3 Defendant**

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

14 **1.4 General Allegations**

15 Dr. Held alleges that Unique Industries has manufactured, distributed and/or sold bath toys
16 containing di(2-ethylhexyl)phthalate (hereinafter "DEHP") without the requisite health hazard
17 warnings. DEHP is known to cause birth defects and other reproductive harm and is listed by its
18 chemical nomenclature pursuant to Proposition 65. DEHP shall be referred to hereinafter as the
19 "Listed Chemical."

20 **1.5 Product Description**

21 The products that are covered by this Consent Judgment are defined as follows: children's
22 bath toys containing the plasticizer phthalate DEHP, such as Party 6 Squeaky Ducks # 86920 (#0
23 11179 86920 6). All such bath toys containing DEHP are referred to hereinafter as "Products" and
24 singly as "Product."

25 **1.6 Notice of Violation**

26 On November 20, 2007, Dr. Held served Unique Industries and various public enforcement
27 agencies with a document entitled "60-Day Notice of Violation" (the "Notice") that provided
28 Unique Industries and public enforcers with notice of alleged violations of California Health &

1 Safety Code §25249.6 for failing to warn consumers that the Products that Unique Industries sold
2 exposed users in California to the Listed Chemical. To the best of the parties' knowledge, no public
3 enforcer has diligently prosecuted the allegations set forth in the Notice.

4 **1.7 Complaint**

5 On May 20, 2008, Dr. Held, acting in the interest of the general public in California, filed a
6 complaint ("Complaint") in the Superior Court in and for the County of Alameda against Unique
7 Industries and Does 1 through 150, alleging violations of California Health & Safety Code
8 §25249.6 based on the alleged exposures to the Listed Chemical contained in the Products sold by
9 Unique Industries.

10 **1.8 No Admission**

11 Unique Industries denies the material, factual and legal allegations contained in Dr. Held's
12 Notice and Complaint and maintains that all Products that they have sold and distributed in
13 California have been and are in compliance with all laws. Nothing in this Consent Judgment shall
14 be construed as an admission by Unique Industries of any fact, finding, issue of law, or violation of
15 law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by
16 Unique Industries of any fact, finding, conclusion, issue of law, or violation of law, such being
17 specifically denied by Unique Industries. However, this section shall not diminish or otherwise
18 affect Unique Industries' obligations, responsibilities, and duties under this Consent Judgment.

19 **1.9 Consent to Jurisdiction**

20 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
21 jurisdiction over Unique Industries as to the allegations contained in the Complaint, that venue is
22 proper in the County of Alameda and that this Court has jurisdiction to enter and enforce the
23 provisions of this Consent Judgment.

24 **1.10 Effective Date**

25 For purposes of this Consent Judgment, the term "Effective Date" shall mean July 1, 2008.
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1 **2. INJUNCTIVE RELIEF: WARNINGS AND REFORMULATION**

2 **2.1 Product Warnings**

3 Commencing on the Effective Date, Unique Industries shall not sell, ship, or offer to be
4 shipped for sale in California any Product unless such Product is sold or shipped with one of the
5 clear and reasonable warnings set forth in subsections 2.1(a) and (b), are otherwise exempt pursuant
6 to Section 2.2, or comply with the reformulation standards set forth in Section 2.3.

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

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

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

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

21 **(ii) Point-of-Sale Warnings.** Unique Industries may perform its
22 warning obligations by providing warning signs in the form below to its customers in California
23 with instructions to post the warnings in close proximity to the point of display of the Products.

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

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

¹For purposes of the consent judgment, "sold in proximity" shall mean that the Product and another product are

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

4 *[list products for which warning is required]*

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

12 **(i) Mail Order Catalog Warning.** Any warning provided in a mail
13 order catalog must be in the same type size or larger than the Product description text within the
14 catalog. The following warning shall be provided on the same page and in the same location as the
15 display and/or description of the Product:

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

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

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

offered for sale or purchase close enough to each other that the consumer, under customary conditions, could not reasonably determine which of the two products is subject to the warning sign.

1 The designated symbol must appear on the same page and in close proximity to the display
2 and/or description of the Product. On each page where the designated symbol appears, Unique
3 Industries must provide a header or footer directing the consumer to the warning language and
4 definition of the designated symbol.

5 If Unique Industries elects to provide warnings in the mail order catalog, then the warnings
6 must be included in all catalogs offering to sell one or more Products printed after July 1, 2008.

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

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

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

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

23 **2.2 Exceptions To Warning Requirements**

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

- 25 (i) Any Products shipped to Unique Industries' customers in California prior to
26 the Effective Date; or
27 (ii) Reformulated Products (as defined in Section 2.3 below).
28

1 **2.3 Reformulation Standards**

2 Reformulated Products are defined as those Products containing less than or equal to 1,000
3 parts per million (“ppm”) of DEHP. The warnings required pursuant to Section 2.1 above shall not
4 be required for Reformulated Products.

5 Unique Industries shall use Environmental Protection Agency (“EPA”) testing
6 methodologies 3580A and 8270C, or other comparable methodologies accepted by one or more
7 federal and/or state agencies, including, if appropriate, ASTM D3421, to determine whether the
8 respective levels have been exceeded in its Products.

9 **2.4 Reformulation Commitment**

10 Unique Industries hereby commits that one hundred percent (100%) of the Products that
11 they offer for sale in California after September 30, 2008, shall qualify as Reformulated Products or
12 shall otherwise be exempt from the warning requirements of Section 2.1.

13 **3. MONETARY PAYMENTS**

14 **3.1 Penalties Pursuant to Health & Safety Code §25249.7(b)**

15 In settlement of all the claims referred to in this Consent Judgment, Unique Industries shall
16 pay \$3,500 in civil penalties to be apportioned in accordance with California Health & Safety Code
17 §25192, with 75% of these funds remitted to the State of California’s Office of Environmental
18 Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to Anthony
19 Held as provided by California Health & Safety Code §25249.12(d). Unique Industries shall issue
20 two separate checks for the penalty payment: (a) one check made payable to “Hirst & Chanler LLP
21 in Trust For OEHHA” in the amount of \$2,625, representing 75% of the total penalty; and (b) one
22 check to “Hirst & Chanler LLP in Trust for Anthony Held” in the amount of \$875, representing
23 25% of the total penalty. Two separate 1099s shall be issued for the above payments: (a) OEHHA,
24 P.O. Box 4010, Sacramento, CA, 95814 (EIN: 68-0284486); and (b) Anthony Held, whose
25 information shall be provided five calendar days before the payment is due.

26 Payment shall be delivered to Dr. Held’s counsel within ten days of the Effective Date at the
27 following address:

1 HIRST & CHANLER LLP
2 Attn: Proposition 65 Controller
3 455 Capitol Mall, Suite 605
4 Sacramento, CA 95814

5 The sums paid pursuant to this section 3.1 shall be held by Hirst & Chanler in the
6 appropriate client trust account until entry of this Consent Judgment by the Court becomes final,
7 including any potential appeals.

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

9 **4.1 Attorney Fees and Costs.**

10 The Parties acknowledge that Dr. Held and his counsel offered to resolve this dispute
11 without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving
12 this fee issue to be resolved after the material terms of the agreement had been settled. Unique
13 Industries then expressed a desire to resolve the fee and cost issue shortly after the other settlement
14 terms had been finalized. The Parties then attempted to (and did) reach an accord on the
15 compensation due to Dr. Held and his counsel under general contract principles and the private
16 attorney general doctrine codified at California Code of Civil Procedure (CCP) §1021.5, for all
17 work performed through the mutual execution of this agreement. Unique Industries shall reimburse
18 Dr. Held and his counsel a total of \$23,000 for fees and costs incurred as a result of investigating,
19 bringing this matter to Unique Industries' attention, and litigating and negotiating a settlement in
20 the public interest. Unique Industries shall issue a separate 1099 for fees and costs (EIN: 20-
21 3929984) and shall make the check payable to "HIRST & CHANLER LLP" and shall be delivered
22 within ten days of the Effective Date to the following address:
23

24 HIRST & CHANLER LLP
25 Attn: Proposition 65 Controller
26 455 Capitol Mall, Suite 605
27 Sacramento, CA 95814

28 **4.2 Additional Attorney Fees and Costs in Seeking Judicial Approval.**

1 Pursuant to CCP §§1021 and 1021.5, the Parties agree that Unique Industries will reimburse
2
3 Dr. Held and his counsel for their reasonable fees and costs incurred in seeking judicial approval of
4 this settlement agreement in the trial court, in an amount not to exceed \$6,000. Such additional fees
5 and costs, exclusive of fees and costs that may be incurred in the event of an appeal include, but are
6 not limited to, drafting and filing of the motion to approve papers, fulfilling the reporting
7 requirements referenced in Health & Safety Code §25249.7(f), responding to any third party
8 objections, corresponding with opposing counsel and appearing before the Court related to the
9 approval process.

10 Reimbursement of such additional fees and costs shall be due within ten days after receipt of
11 a billing statement from Dr. Held (“Additional Fee Claim”). Payment of the Additional Fee Claim
12 shall be made to “Hirst & Chanler LLP,” and the payment shall be delivered, at the following
13 address:

14 HIRST & CHANLER LLP
15 Attn: Proposition 65 Controller
16 Capitol Mall Complex
17 455 Capitol Mall, Suite 605
18 Sacramento, CA 95814

19 Unique Industries has the right to object to such reimbursement and may submit the resolution of
20 this issue to the American Arbitration Association (AAA) in Northern California to determine the
21 reasonableness of the additional fees and costs sought, provided that an arbitration such notice of
22 objection or decision to arbitrate is received by Dr. Held by the end of the ten calendar days. If an
23 arbitration notice is not filed with AAA in a timely manner, Dr. Held may file a motion with the
24 Court pursuant to both CCP §1021.5 and this settlement agreement to recover additional attorney
25 fees and costs incurred as set forth in this paragraph. In the event Unique Industries submits the
26 matter to arbitration, the prevailing party shall be awarded reasonable attorneys fees and costs
27 incurred in connection with the arbitration.

28 **5. RELEASE OF ALL CLAIMS**

5.1 Dr. Held’s Release of Unique Industries

1 In further consideration of the promises and agreements herein contained, and for the
2
3 payments to be made pursuant to Sections 3 and 4, Dr. Held on behalf of himself, his past and
4 current agents, representatives, attorneys, successors, and/or assignees, and in the interest of the
5 general public, hereby waives all rights to institute or participate in, directly or indirectly, any form
6 of legal action and releases all claims, including, without limitation, all actions, and causes of
7 action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,
8 losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees)
9 of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "claims"),
10 against Unique Industries and each of its downstream wholesalers, licensors, licensees, auctioneers,
11 retailers, franchisees, dealers, customers, owners, purchasers, users, parent companies, corporate
12 affiliates, subsidiaries, and their respective officers, directors, attorneys, representatives,
13 shareholders, agents, and employees, and sister and parent entities (collectively "Releasees") that
14 arise under Proposition 65, as such claims relate to Unique Industries' failure to warn about
15 exposure to the Listed Chemicals contained in toy ducks.

16 The parties further understand and agree that this release shall not extend upstream to any
17 entities that manufactured the Products or any component parts thereof, or any distributors or
18 suppliers who sold the Products or any component parts thereof to Unique Industries.

19 **5.2 Unique Industries' Release of Dr. Held**

20 Unique Industries waives any and all claims against Dr. Held, his attorneys, and other
21 representatives for any and all actions taken or statements made (or those that could have been
22 taken or made) by Dr. Held and his attorneys and other representatives, whether in the course of
23 investigating claims or otherwise seeking enforcement of Proposition 65 against them in this matter,
24 and/or with respect to the Products.

25 **6. COURT APPROVAL**

26 This Consent Judgment is not effective until it is approved and entered by the court and
27 shall be null and void if, for any reason, it is not approved and entered by the court within six
28 months after it has been fully executed by all parties. In the event that this Consent Judgment is (a)

1 not entered by this Court for any reason whatsoever, or (b) is entered by the Court and subsequently
2 overturned by any appellate court, any monies that have been provided to Plaintiff, or his counsel
3 pursuant to Section 3 and/or Section 4 above, together with interest at the prevailing federal rate
4 accruing from the date of payment by Defendant, shall be refunded within fifteen days of the
5 written demand by Defendant for return of such funds.

6 **7. SEVERABILITY**

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

10 **8. GOVERNING LAW**

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

17 **9. NOTICES**

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

22 To Unique Industries:

23 Glenn Wattenmaker, General Counsel
24 UNIQUE INDUSTRIES, INC.
25 4750 League Island Boulevard
Philadelphia, Pennsylvania 19112

26 With copy to:

27 Michael J. Stiles, Esq.
28 JEFFER, MANGELS, BUTLER & MARMARO LLP
1900 Avenue of the Stars, Seventh Floor
Los Angeles, California 90067

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To Dr. Held:

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

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

10. COUNTERPARTS; FACSIMILE SIGNATURES

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

11. COMPLIANCE WITH HEALTH & SAFETY CODE §25249.7(f)

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

12. ADDITIONAL POST EXECUTION ACTIVITIES

Dr. Held and Unique Industries agree to mutually employ their best efforts to support the entry of this agreement as a Consent Judgment and obtain approval of the Consent Judgment by the court in a timely manner. The parties acknowledge that, pursuant to California Health & Safety Code §25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment. Accordingly, Plaintiff agrees to file a motion to approve the settlement.

13. MODIFICATION

This Consent Judgment may be modified only: (1) by written agreement of the Parties and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion of any party and entry of a modified consent judgment by the Court. The Attorney General shall be served with notice of any proposed modification to this Consent Judgment at least fifteen (15) days in advance of its consideration by the Court.

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14. **AUTHORIZATION**

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

<p>AGREED TO: APPROVED By Anthony E Held at 10:33 am, 9/12/08</p> <p>Date: _____</p> <p>By: <u>Anthony E Held</u> Plaintiff, ANTHONY E. HELD, Ph.D., P.E.</p>	<p>AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Defendant, UNIQUE INDUSTRIES, INC.</p>
<p>APPROVED AS TO FORM:</p> <p>Date: <u>Sept. 12, 2008</u></p> <p>HIRST & CHANLER LLP</p> <p>By: <u>DLV</u> David Lavine Attorneys for Plaintiff ANTHONY E. HELD, Ph.D., P.E.</p>	<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>JEFFER, MANGELS, BUTLER & MARMARO LLP</p> <p>By: _____ Michael J. Stiles Attorneys for Defendant UNIQUE INDUSTRIES, INC.</p>

IT IS SO ORDERED.

Date: _____ JUDGE OF THE SUPERIOR COURT

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14. AUTHORIZATION

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

AGREED TO: Date: _____ By: _____ Plaintiff, ANTHONY E. HELD, Ph.D., P.E.	AGREED TO: Date: <u>September 12, 2008</u> By: <u>[Signature]</u> Defendant, UNIQUE INDUSTRIES, INC.
APPROVED AS TO FORM: Date: _____ HIRST & CHANLER LLP By: _____ David Lavine Attorneys for Plaintiff ANTHONY E. HELD, Ph.D., P.E.	APPROVED AS TO FORM: Date: _____ JEFFER, MANGELS, BUTLER & MARMARO LLP By: _____ Michael J. Stiles Attorneys for Defendant UNIQUE INDUSTRIES, INC.

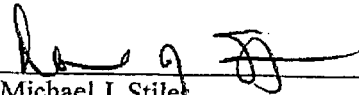
IT IS SO ORDERED.

Date: _____ JUDGE OF THE SUPERIOR COURT

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14. AUTHORIZATION

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

<p>AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Plaintiff, ANTHONY E. HELD, Ph.D., P.E.</p>	<p>AGREED TO:</p> <p>Date: _____</p> <p>By: _____ Defendant, UNIQUE INDUSTRIES, INC.</p>
<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>HIRST & CHANLER LLP</p> <p>By: _____ David Lavine Attorneys for Plaintiff ANTHONY E. HELD, Ph.D., P.E.</p>	<p>APPROVED AS TO FORM:</p> <p>Date: <u>Sept. 11, 2008</u></p> <p>JEFFER, MANGELS, BUTLER & MARMARO LLP</p> <p>By:  _____ Michael J. Stiles Attorneys for Defendant UNIQUE INDUSTRIES, INC.</p>

IT IS SO ORDERED.

Date: _____ JUDGE OF THE SUPERIOR COURT