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

ENDORSED
FILED
ALAMEDA COUNTY

MAY 28 2009

CLERK OF THE SUPERIOR COURT
By BARBARA DELL
Deputy

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 DICKSONS, INC.; and DOES 1 through 150,
18 inclusive,

19 Defendants.

Case No. RG08405673

~~AMENDED~~ [PROPOSED] JUDGMENT
PURSUANT TO TERMS OF
STIPULATION AND ORDER RE:
CONSENT JUDGMENT AND
STIPULATION AND ORDER
AMENDING ORDER RE: CONSENT
JUDGMENT

Date: March 16, 2009

Time: 8:30 a.m.

Dept.: 19

Judge: Hon. Stephen Dombrink

Reservation No.: 904823

1 In the above-entitled action, Plaintiff ANTHONY E. HELD, Ph.D., P.E. and Defendant
2 DICKSONS, INC., having agreed through their respective counsel that judgment be entered
3 pursuant to the terms of the Proposition 65 settlement agreement in the form of a Stipulation and
4 Order Re: Consent Judgment and Stipulation and Order Amending Order Re: Consent Judgment
5 entered into by the parties, and following approval and entry of the Stipulation and Order Re:
6 Consent Judgment on March 16, 2009, and the Stipulation and Order Amending Order Re:
7 Consent Judgment on April 10, 2009:

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

12 **IT IS SO ORDERED.**

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14 Dated: MAY 28 2009

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STEPHEN DOMBRINK
JUDGE OF THE SUPERIOR COURT

Exhibit 1



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

FILED
ALAMEDA COUNTY

MAR 18 2009

CLERK OF THE SUPERIOR COURT
By *Ruthen Hall*
Deputy

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

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

Plaintiff,

v.

DICKSONS, INC.; and DOES 1 through 150,
inclusive,

Defendants.

Case No. RG08405673

~~PROPOSED~~ ORDER APPROVING
STIPULATION AND ORDER RE:
CONSENT JUDGMENT

Date: March 16, 2009
Time: 8:30 a.m.
Dept: 19
Judge: Hon. Stephen Dombrink

Reservation No.: 904823

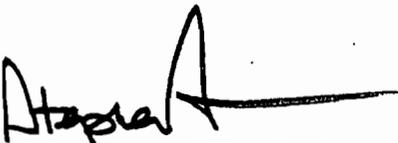
MAR 18 2009

1 Plaintiff ANTHONY E. HELD, Ph.D., P.E., and Defendant DICKSONS, INC. have agreed
2 through their respective counsel that judgment be entered pursuant to the terms of the Stipulation and
3 Order Re: Consent Judgment entered into by the above-referenced parties and attached to the
4 Judgment Pursuant to Terms of the Stipulation and Order Re: Consent judgment as Exhibit 1. After
5 consideration of the papers submitted and the arguments presented, the Court finds that the settlement
6 agreement set out in the attached Consent Judgment meets the criteria established by Health and
7 Safety Code section 25249.7, in that:

- 8 1. The health hazard warning required by the Stipulation and Order Re Consent
9 Judgment complies with Health & Safety Code section 25249.7;
- 10 2. the reimbursement of fees and costs to be paid pursuant to the parties' Stipulation and
11 Order Re: Consent Judgment is reasonable under California law; and
- 12 3. the civil penalty amount to be paid pursuant to the parties' Stipulation and Order Re:
13 Consent Judgment is reasonable.

14 **IT IS SO ORDERED.**

15
16 Dated: MAR 18 2009

17 
18 _____
19 Judge of the Alameda County Superior Court
20 **STEPHEN DOMBRINK**



6176171

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2 ADAMS | NYE | TRAPANI | BECHT LLP
222 Kearny Street, Seventh Floor
3 San Francisco, California 94108-4521
Telephone: (415) 982-8955
4 Facsimile: (415) 982-2042

5 Attorneys for Defendant
DICKSON'S, INC.

FILED
ALAMEDA COUNTY

APR 1 - 2009

CLERK OF THE SUPERIOR COURT
By *Raean Lell* Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ALAMEDA

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

12 Plaintiff,

13 vs.

14 DICKSONS INC; and DOES 1 through 150,
15 inclusive,

16 Defendants.

No. RG08405673

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

17 The parties hereby stipulate to an Amendment to the [Proposed] Order Re Consent Judgment
18 for the purpose of clarifying its intent: namely, that Dr. Held's release of Defendant Releasees on his
19 own behalf is as to any and all toys / children's sporting goods, while his release of Defendant
20 Releasees as to the general public is as to plastic balls and ball and bat sets only. Therefore, the
21 parties stipulate that Sections 5.1 and 5.2 of the [Proposed] Consent Judgment are amended so as to
22 provide as follows:

23 "5.1 Effect of Consent Judgment

24 As to the Products and the listed chemical, this consent judgment is a full, final and binding
25 resolution between Dr. Held, acting on behalf of himself and, as to those matters raised in the Notice,
26 i.e., plastic balls and ball and bat sets only, acting in the public interest pursuant to Health and Safety
27 Code section 25249.7(d) and Dickson's and Defendant Releasees (as that term is defined in Section
28 5.2 below) for any matters raised in this action, or any matters that reasonably could have been raised

APR 1 - 2009

1 in this action. As to plastic balls and ball and bat sets only, compliance with the terms of this consent
2 judgment resolves any issue, now and in the future, concerning compliance by Dickson's and
3 Defendant Releasees with existing requirements of Proposition 65 to provide clear and reasonable
4 warnings about exposure to DEHP.

5 "**5.2 Dr. Held's Release of Dickson's**

6 In further consideration of the promises and agreements herein contained, and for the
7 payments to be made pursuant to Sections 3 and 4, Dr. Held on behalf of himself, his past and current
8 agents, representatives, attorneys, successors, and/or assignees, hereby waives all rights to institute or
9 participate in, directly or indirectly, any form of legal action and releases all claims including, without
10 limitation, all actions and causes of action, in law or in equity, suits, liabilities, demands, obligations,
11 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees,
12 expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or
13 contingent (collectively "Claims"), that were brought or could have been brought against Dickson's or
14 its parents, subsidiaries or affiliates, and all of their customers, distributors, wholesalers, retailers,
15 licensors, licensees, or any other person in the course of doing business, and the successors and
16 assignees of any of them, who may use, maintain, manufacture, distribute, advertise, market or sell
17 products, and the officers, directors, managers, employees, members, shareholders, agents, insurers
18 and representatives of each of them (collectively "Defendant Releasees") in this Action. The Parties
19 further understand and agree that this release shall not extend upstream to any entities that
20 manufactured the Products for Dickson's or any component parts thereof or to any distributors or
21 suppliers who sold the Products or any component parts thereof to Dickson's. Dr. Held also, in his
22 individual capacity only, provides a general release herein which shall be effective as a full and final
23 accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys'
24 fees, damages, losses, claims, liabilities and demands of Dr. Held of any nature, character or kind,
25 known or unknown, suspected or unsuspected, arising out of the subject matter of the Notice. Dr. Held
26 acknowledges that he is familiar with Section 1542 of the California Civil Code, which provides as
27 follows:

28 ////

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

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

11 This Stipulation may be executed in counterparts.

11 AGREED TO:	11 AGREED TO:
12 Date: <u>3/30/2009</u>	12 Date: _____
13 By: <u>Anthony E. Held</u>	13 By: _____
14 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.	14 Defendant, DICKSON'S, INC.
15	15
16	16
17 APPROVED AS TO FORM:	17 APPROVED AS TO FORM:
18 Date: <u>Mar. 31, 2009</u>	18 Date: _____
19 HIRST & CHANLER LLP	19 ADAMS NYE TRAPANI BECHT LLP
20 By: <u>David R. Bush</u>	20 By: _____
21 <u>David Lane</u>	21 Bruce Nye
22 Attorneys for Plaintiff	22 Attorneys for Defendant
23 ANTHONY E. HELD, Ph.D., P.E.	23 DICKSON'S, INC.

24 **IT IS SO ORDERED.**

25 Date: _____

26 _____
27 JUDGE OF THE SUPERIOR COURT

A general release does not extend to claims which the creditor does 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.

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

This Stipulation may be executed in counterparts.

AGREED TO: Date: _____ By: _____ Plaintiff, ANTHONY E. HELD, Ph.D., P.E.	AGREED TO: Date: <u>3-13-09</u> By: <u>[Signature]</u> Defendant, DICKSON'S, INC.
APPROVED AS TO FORM: Date: _____ HIRST & CHANLER LLP By: _____ David R. Bush Attorneys for Plaintiff ANTHONY E. HELD, Ph.D., P.E.	APPROVED AS TO FORM: Date: <u>3/31/09</u> ADAMS NYE TRAPANI BECHT LLP By: <u>[Signature]</u> Bruce Nye Attorneys for Defendant DICKSON'S, INC.

IT IS SO ORDERED.

Date: APR 1, 2009,

[Signature]

JUDGE OF THE SUPERIOR COURT
STEPHEN DOMBRINK