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11 Attorneys for Plaintiffs  
12 ANTHONY E. HELD, Ph.D., P.E. and  
13 JOHN MOORE

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SAN FRANCISCO

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

18 v.

19 ALDO U.S., INC., *et al.*,  
20 Defendants.

21 JOHN MOORE,  
22 Plaintiff,

23 v.

24 KATE SPADE, LLC, *et al.*,  
25 Defendants.

ENDORSED  
**FILED**  
San Francisco County Superior Court

MAR 14 2011

CLERK OF THE COURT  
BY: U. Herbert  
Deputy Clerk

Case No. CGC-10-497729 (Lead Case)

**[PROPOSED] JUDGMENT PURSUANT  
TO TERMS OF STIPULATION FOR  
ENTRY OF AMENDED CONSENT  
JUDGMENT AND JUDGMENT  
ENTERING OPT-IN STIPULATIONS 1  
THROUGH 39**

**(Health & Safety Code § 25249.7(f))**

Date: March 9, 2011  
Time: 9:30 a.m.  
Dept.: 301  
Judge: Hon. Peter J. Busch

1           WHEREAS, in the above-entitled action, plaintiffs Anthony E. Held, Ph.D., P.E. and John  
2 Moore, and the initial settling defendants (Aldo U.S., Inc.; Acme Accessories, Inc.; Bueno of  
3 California, Inc.; Collective Brands, Inc.; Fossil, Inc.; Helen of Troy, L.P.; Jones Apparel Group,  
4 Inc.; Liz Claiborne, Inc./Kate Spade, LLC; Kmart Corporation; Limited Brands, Inc.; Loungefly,  
5 Inc.; Phillips-Van Heusen Corporation; Steven Madden, Ltd.; and Trebbianno, LLC), have agreed  
6 through their respective counsel that Judgment be entered pursuant to the terms of the Stipulation  
7 for Entry of Amended Consent Judgment attached hereto as Exhibit 1;

8           WHEREAS, Plaintiffs' and the Opt-In Settling Defendants 1 through 39, have agreed that  
9 Judgment be entered pursuant to the terms of their respective Stipulations for Entry of Judgment,  
10 attached collectively to the Appendix to the Declaration of Clifford A. Chanler ("Opt-In  
11 Stipulations 1 through 39"); and

12           WHEREAS, on March 9, 2011, the Court issued an Order approving the entry of the  
13 Stipulation for Entry of Amended Consent Judgment and the entry of Opt-In Stipulations 1  
14 through 39.

15           IT IS HEREBY ORDERED, ADJUDGED AND DECREED that pursuant to Health &  
16 Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6:

17           (a) Judgment is entered against the initial settling defendants (Aldo U.S., Inc.; Acme  
18 Accessories, Inc.; Bueno of California, Inc.; Collective Brands, Inc.; Fossil, Inc.;  
19 Helen of Troy, L.P.; Jones Apparel Group, Inc.; Liz Claiborne, Inc./Kate Spade,  
20 LLC; Kmart Corporation; Limited Brands, Inc.; Loungefly, Inc.; Phillips-Van  
21 Heusen Corporation; Steven Madden, Ltd.; and Trebbianno, LLC) in accordance  
22 with the terms of the Amended Consent Judgment attached hereto as Exhibit 1;  
23 and

24           (b) Judgment is entered against the Opt-In Settling Defendants 1 through 39 in  
25 accordance with the terms of Opt-In Stipulations 1 through 39, incorporated into  
26 this Judgment by this reference. Attached hereto as Exhibit 2 is an index of Opt-In  
27 Settling Defendants 1 through 39, whose Opt-In Stipulations are attached to the  
28 Appendix to the Declaration of Clifford A. Chanler. The Judgment shall be

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effective as to each Opt-In Settling Defendant upon the expiration of the requisite sixty-day notice of violation of Proposition 65 issued to each, if such notices have not expired as of the date of this Judgment.

By stipulation of the parties, the Court will retain jurisdiction to enforce the settlement under Code of Civil Procedure § 664.6.

**IT IS SO ORDERED.**

MAR 11 2011

Dated: \_\_\_\_\_

PETER J. BUSCH

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# Exhibit 1

1 Clifford A. Chanler (Bar No. 135534)  
Laurence D. Haveson (Bar No. 152631)  
2 Josh Voorhees (Bar No. 241436)  
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7 Attorneys for Plaintiffs  
ANTHONY E. HELD, Ph.D., P.E. and  
JOHN MOORE  
8

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN FRANCISCO  
12

13 ANTHONY E. HELD, Ph.D., P.E., )  
14 Plaintiff, )  
15 v. )  
16 ALDO U.S., INC., ALDO GROUP, INC, *et al.*, )  
17 Defendants. )  
18 \_\_\_\_\_ )  
19 JOHN MOORE, )  
20 Plaintiff, )  
21 v. )  
22 KATE SPADE, LLC, *et al.*, )  
23 Defendants. )  
24 \_\_\_\_\_ )

Lead Case No. CGC-10-497729  
**STIPULATION FOR ENTRY OF  
AMENDED CONSENT  
JUDGMENT**

1       **1.       INTRODUCTION**

2               **1.1**           The parties to this Stipulation for Entry of Amended Consent Judgment  
3 (“Consent Judgment”) are plaintiffs, Anthony E. Held, Ph.D., P.E. (“Held”) and John Moore  
4 (“Moore”) (collectively, “Plaintiffs”), and the Initial Settling Defendants that are listed on  
5 Exhibit A. Additional Opt-In Settling Defendants, as defined in Section 2.8, may be later added  
6 to this Consent Judgment through the opt-in procedure set forth in Section 8 below. Initial  
7 Settling Defendants and Opt-In Settling Defendants shall be referred to herein as “Settling  
8 Defendants.” Settling Defendants and Plaintiffs are the “Parties” to this Consent Judgment.

9               **1.2**           Plaintiffs are individuals residing in the State of California who seek to  
10 promote awareness of exposure to toxic chemicals and improve human health by reducing or  
11 eliminating hazardous substances contained in consumer products. Commencing in late 2009  
12 and continuing through 2010, Plaintiffs served 60-Day Notices of Violation under the Safe  
13 Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section  
14 25249.5 *et seq.* (“Proposition 65”), alleging that the entities named in those notices violated  
15 Proposition 65 by exposing persons to di(2-ethylhexyl)phthalate (“DEHP”), a plasticizer  
16 contained in certain Fashion Accessories (as further defined in Section 2.5 below), without first  
17 providing a clear and reasonable warning regarding the risk of reproductive toxicity of DEHP.

18               **1.3**           Each Settling Defendant employs ten or more persons and manufactures,  
19 distributes or offers Fashion Accessories for sale in the State of California or has done so in the  
20 past. Each Settling Defendant represents that, as of the date it executes this Consent Judgment,  
21 no public enforcer is diligently prosecuting an action related to DEHP in its Fashion  
22 Accessories.

23               **1.4**           On March 11, 2010, Held filed the action entitled *Held v. Aldo U.S., Inc. and*  
24 *Aldo Group, Inc., et al.*, Case No. CGC-10-497729, in the Superior Court of California for the  
25 City and County of San Francisco, alleging Proposition 65 violations as to certain Fashion  
26 Accessories. On April 23, 2010, Moore filed the action entitled *Moore v. Kate Spade, LLC., et*  
27 *al.*, Case No. CGC-10-498981, in the Superior Court of California for the City and County of  
28 San Francisco, alleging Proposition 65 violations as to certain Fashion Accessories. On or

1 about August 23, 2010, Held filed a First Amended Complaint in Case No. CGC-10-497729,  
2 naming several of the Settling Defendants as defendants therein with respect to DEHP in  
3 Fashion Accessories they sold or offered for sale in California. Collectively, the *Moore v. Kate*  
4 *Spade* complaint and the *Held v. Aldo* complaint are referred to herein as the “Actions”. Upon  
5 approval and entry of the original Consent Judgment by the Court, on October 29, 2010, Case  
6 Numbers CGC-10-497729 and CGC-10-498981 were deemed consolidated by the Court for pre-  
7 trial purposes on its own motion. The Parties hereby seek to amend the terms of the October  
8 29, 2010 Consent Judgment.

9           **1.5**           The Parties intend for this Consent Judgment to set an industry-wide “3P  
10 Standard” (as defined in Section 2.3 below) in Accessible Components (as defined in Section  
11 2.1 below) of Fashion Accessories that manufacturers, importers, distributors, and retailers will  
12 implement following the time schedule set forth herein, and which will obviate the need for  
13 Proposition 65 warnings with regard to the presence of DEHP, benzyl butyl phthalate (“BBP”),  
14 and Di-n-butyl phthalate (“DBP”) in such Fashion Accessories.

15           **1.6**           For purposes of this Consent Judgment only, the Parties stipulate that this  
16 Court has subject matter jurisdiction over the allegations contained in the operative complaints  
17 applicable to each Settling Defendant (collectively the “Complaint”) and personal jurisdiction  
18 over each Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the  
19 City and County of San Francisco, and that this Court has jurisdiction to enter and oversee this  
20 Consent Judgment pursuant to California Code of Civil Procedure § 664.6.

21           **1.7**           Nothing in this Consent Judgment is or shall be construed as an admission  
22 by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall  
23 compliance with the Consent Judgment constitute or be construed as an admission by the Parties  
24 of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent  
25 Judgment shall prejudice, waive or impair any right, remedy, argument or defense the Parties  
26 may have in any other legal proceeding. This Consent Judgment is the product of negotiation  
27 and compromise and is accepted by the Parties for purposes of settling, compromising and  
28 resolving issues disputed in these Actions.

1     **2.     DEFINITIONS**

2             **2.1**             “Accessible Component” means a poly vinyl chloride or other soft plastic,  
3 vinyl, or synthetic leather component of a Covered Product that could be touched by a person  
4 during reasonably foreseeable use.

5             **2.2**             “Covered Products” means Fashion Accessories that are: (a) Manufactured  
6 (as defined in Section 2.7 below) by a Settling Defendant; or (b) distributed or otherwise  
7 transferred to a third party by a Settling Defendant; or (c) sold or offered for retail sale,  
8 including internet and/or catalogue sales, as a Private Label Covered Product by a Settling  
9 Defendant that is (i) the Private Labeler or (ii) a sister, parent, subsidiary, or affiliated entity  
10 within the same corporate family that is under common ownership of the Private Labeler of such  
11 product.

12            **2.3**            “3P Standard” means a maximum concentration, by weight, of DEHP, BBP,  
13 and DBP, each, of 1,000 parts per million or less, in each Accessible Component.

14            **2.4**            “Effective Date” means: (i) as to the Initial Settling Defendants listed on  
15 Exhibit A, the date on which a judgment based on this Consent Judgment is entered by the  
16 Court; and (ii) as to Opt-In Settling Defendants, the date on which this Consent Judgment is  
17 made effective as to the Opt-In Settling Defendant by the Court.

18            **2.5**            “Fashion Accessories” means: (i) wallets and other coin or bill holders; (ii)  
19 handbags, purses, clutches, and totes; (iii) belts; (iv) footwear; (v) apparel, including gloves and  
20 headwear (and excluding sauna suits); (vi) jewelry; (vii) key holders, keychains, and key caps;  
21 (viii) luggage tags and ID cases; (ix) bag charms and zipper pulls; (x) eyeglass cases; (xi)  
22 coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players,  
23 CDs/DVDs, and laptops); (xii) coverings for journal/address books (e.g., diaries, planners, photo  
24 albums); (xiii) cosmetic cases/bags; and (xiv) toiletry cases/bags. Specifically excluded from  
25 the definition of Fashion Accessories are any and all products that are primarily intended for use  
26 by persons ages twelve and younger. The terms of this Consent Judgment apply to each Settling  
27 Defendant only as to those “categories” of Fashion Accessories in subsections (i)-(xiv) above  
28 which are designated for that Settling Defendant on Exhibit A and, as to Opt-In Settling



1 Defendants only, as to those categories and specific phthalates which are designated for that  
2 Opt-In Settling Defendant on Exhibit A.

3           **2.6**           “Initial Settling Defendants” means the defendants that executed the original  
4 Consent Judgment on or before September 10, 2010. Parents, subsidiaries, and affiliated entities  
5 that are under common ownership with an Initial Settling Defendant will be deemed to be  
6 included as Initial Settling Defendants under this Consent Judgment to the extent they are  
7 specifically denominated with the listing of the Initial Settling Defendant’s name on Exhibit A  
8 and shall be subject to all of the injunctive terms set forth herein

9           **2.7**           “Manufactured” and “Manufactures” have the meaning defined in Section  
10 3(a)(10) of the Consumer Product Safety Act (“CPSA”) [15 U.S.C. § 2052(a)(10)], as amended  
11 from time to time.<sup>1</sup>

12           **2.8**           “Opt-In Settling Defendants” means the defendants that joined into this  
13 Consent Judgment pursuant to the procedure established in Section 8 below. Parents,  
14 subsidiaries, and affiliated entities that are under common ownership with an Opt-In Settling  
15 Defendant will be deemed to be included as Opt-In Settling Defendants under this Consent  
16 Judgment to the extent they are specifically denominated with the listing of the Opt-In Settling  
17 Defendant’s name on Exhibit A and shall be subject to all of the injunctive terms set forth  
18 herein.

19           **2.9**           “Private Label Covered Product” means a Fashion Accessory that bears a  
20 private label where (i) the product (or its container) is labeled with the brand or trademark of a  
21 entity other than a manufacturer of the product, (ii) the entity with whose brand or trademark the  
22 product (or container) is labeled has authorized or caused the product to be so labeled, and (iii)  
23 the brand or trademark of a manufacturer of such product does not appear on such label.

24           **2.10**          “Private Labeler” means an owner or licensee of a brand or trademark on  
25 the label or other packaging of a product which bears a private label; provided, however, that a  
26 Settling Defendant is not a Private Labeler due solely to the fact that its name, brand or  
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<sup>1</sup> As of August 23, 2010, the term “Manufactured” and “Manufactures” means to manufacture, produce, or assemble.  
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1 trademark is visible on a sign or on the price tag of a Fashion Accessory that is not labeled with  
2 a third party's brand or trademark.

3           **2.11**           "Vendor" means a person or entity that Manufactures, imports, distributes,  
4 or otherwise supplies a Fashion Accessory to a Settling Defendant, and that is not itself a  
5 Settling Defendant.

6           **3.       INJUNCTIVE RELIEF - REFORMULATION**

7           **3.1**           3P Specification Compliance Date. As to Initial Settling Defendants, no  
8 more than 30 days after the entry of this Amended Consent Judgment each Initial Settling  
9 Defendant shall have provided the 3P Standard to its then-current Vendors of Fashion  
10 Accessories that will be sold or offered for sale to California citizens and shall instruct each  
11 Vendor to use reasonable efforts to provide Fashion Accessories that comply with the 3P  
12 Standard expeditiously. Opt-in Settling Defendants shall provide the 3P Standard for the  
13 phthalates selected on their Exhibit A to their suppliers not more than 30 days after entry of the  
14 opt-in stipulation deeming them a Settling Defendant pursuant to Section 8 below. In  
15 addressing the obligation set forth in the preceding sentence, Settling Defendants shall not  
16 employ statements that will encourage a Vendor to delay compliance with the 3P Standard.

17           **3.2           Implementation of the 3P Standard for Covered Products.**

18           **3.2.1**       Commencing on December 15, 2011, an Initial Settling Defendant  
19 shall not purchase, import, Manufacture, or supply to an unaffiliated third party any Covered  
20 Product that will be sold or offered for sale to California citizens that exceeds the 3P Standard,  
21 and an Opt-In Settling Defendant shall not purchase, import, Manufacture, or supply to an  
22 unaffiliated third party any Covered Product that will be sold or offered for sale to California  
23 citizens that exceeds the 3P Standard for the phthalates selected by the Opt-In Settling  
24 Defendant on its Exhibit A.

25           **3.2.2**       The deadline for meeting the 3P Standard imposed pursuant to Section  
26 3.2.1 above shall be extended to December 15, 2012, with respect to a Settling Defendant if the  
27 Settling Defendant requiring such an extension, provides a written notification to Plaintiffs and  
28 files a notice in this Court exercising such an election, on or before November 15, 2011. Such a

1 Settling Defendant shall pay the additional penalty and reimbursement of Plaintiffs' attorneys'  
2 fees and costs associated with the exercise of such an election as more specifically set forth in  
3 Sections 5.1.1(c) and 5.1.1(e) below.

4 **3.2.3** The deadline for meeting the 3P Standard may be extended a second  
5 time to December 15, 2013, with respect to its application to Fashion Accessories that are  
6 footwear if the Settling Defendant requiring such a further extension provides additional written  
7 notification to Plaintiffs and files further notice in this Court exercising such an option on or  
8 before November 15, 2012. Such a Settling Defendant shall pay the additional penalty and  
9 reimbursement of Plaintiffs' attorneys' fees and costs associated with the exercise of this option  
10 as more specifically set forth in Section 5.1.1(d) and 5.1.2(e) below.

11 **4. ENFORCEMENT**

12 **4.1** Any Party may, by motion or application for an order to show cause before  
13 this Court, enforce the terms and conditions contained in this Consent Judgment.

14 **4.2** Within 30 days after the Effective Date, each Settling Defendant shall notify  
15 Plaintiffs of a means sufficient to allow Plaintiffs to identify Covered Products supplied or  
16 offered by that Settling Defendant on or after that date, for example, a unique brand name or  
17 characteristic system of product numbering or labeling. Information provided to Plaintiffs  
18 pursuant to this Section 4.2, including but not limited to, the identities of parties to contracts  
19 among Settling Defendants or between Settling Defendants and third parties, may be designated  
20 by the Settling Defendant as competitively sensitive confidential business information and, if so  
21 designated, shall not be disclosed to any person, including but not limited to, any Settling  
22 Defendant, without the written permission of the Settling Defendant who provided the  
23 information. Any motions or pleadings or any other court filings that may reveal information  
24 designated as competitively sensitive confidential business information pursuant to this Section  
25 shall be submitted in accordance with California Rules of Court 8.160 and 2.550, *et seq.*

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1     **5.     PAYMENTS**

2             **5.1             Payments.**

3                     **5.1.1     Payments by Initial Settling Defendants.** Each Initial Settling  
4 Defendant as identified on Exhibit A has paid a base settlement amount totaling \$43,000.

5             The base amount was allocated as follows:

6                     (a)     \$10,000 for a civil penalty pursuant to Health and Safety  
7 Code Section 25249.7(b).<sup>2</sup>

8                     (b)     \$33,000 for reimbursement of a portion of Plaintiffs'  
9 attorneys' fees and costs.

10                    (c)     Each Initial Settling Defendant that invokes its election under  
11 Section 3.2.2 shall, in addition to the amount set forth in Section 5.1.1, pay, at the  
12 time it provides notification of such an election, an additional \$12,000; \$8,000 of  
13 which shall be for a civil penalty pursuant to Health and Safety Code Section  
14 25249.7(b), \$1,000 of which shall be for reimbursement of a portion of Plaintiffs'  
15 attorneys' fees and costs associated with Plaintiffs' oversight and recordkeeping in  
16 association with the exercise of such an election, and an additional \$3,000 of which  
17 may be awarded by the Court to Plaintiffs' counsel as reimbursement for Plaintiffs'  
18 attorneys fees and costs, if justified, with any balance of the remaining \$3,000 not  
19 so awarded by the Court reverting to civil penalties.

20                    (d)     Each Initial Settling Defendant that invokes the further option  
21 provided under Section 3.2.3 above shall, in addition to the combined amounts set  
22 forth in Section 5.1.1 and 5.1.1(c), pay, at the time it provides notification of such  
23 an election, an additional \$26,000; \$20,000 of which shall be for a civil penalty  
24 pursuant to Health and Safety Code Section 25249.7(b), \$1,000 of which shall be  
25 for reimbursement of a portion of Plaintiffs' attorneys' fees and costs associated  
26 with Plaintiffs' oversight and recordkeeping in association with the exercise of such

27 <sup>2</sup> All statutory civil penalties shall be allocated, as follows: 25% shall be paid to Plaintiffs and the remaining 75%  
28 shall be paid to the State of California's Office of Environmental Health Hazard Assessment ("OEHHHA"). The civil  
penalties recovered by Plaintiffs shall be apportioned with 85% (of the 25%) going to Held and 15% (of the 25%)  
going to Moore. This division shall apply to all civil penalties recovered under this Consent Judgment.

1 an election, and an additional \$5,000 of which may be awarded by the Court to  
2 Plaintiffs' counsel as reimbursement for Plaintiffs' attorneys fees and costs, if  
3 justified, with any balance of the remaining \$5,000 not so awarded by the Court  
4 reverting to civil penalties.

5 **5.1.2 Payments by Opt-In Settling Defendants.**

6 (a) **Opt-In Settling Defendants That Have Received a 60 Day**  
7 **Notice of Violation.** Each Opt-In Settling Defendant that has received a 60 Day  
8 Notice of Violation, or whose "Defendant Releasees" or "Downstream Defendant  
9 Releasees" (as defined in Section 6.1 below) have received a 60 Day Notice of  
10 Violation, for DEHP, BBP, and/or DBP in a Covered Product supplied by them,  
11 from either Plaintiff, shall, in conjunction with its exercise of Section 8 below, pay a  
12 base settlement amount of \$46,000; \$12,000 shall be for a civil penalty pursuant to  
13 Health and Safety Code Section 25249.7(b) and \$34,000 shall be for reimbursement  
14 of a portion of Plaintiffs' attorneys' fees and costs.

15 (b) **Opt-In Settling Defendants That Have Received a 60 Day**  
16 **Notice of Violation and Wish to Opt-In for Only One Category of Fashion**  
17 **Accessory.** If an Opt-In Settling Defendant, in conjunction with its exercise of  
18 Section 8 below, elects to opt into the Consent Judgment with respect to only one  
19 category of the Fashion Accessories listed in Section 2.5 (i)-(xiv) above, and has  
20 previously received a 60-Day Notice of Violation, or whose "Defendant Releasees"  
21 or "Downstream Defendant Releasees" (as defined in Section 6.1 below) have  
22 received a 60 Day Notice of Violation, for DEHP, BBP, and/or DBP in a Covered  
23 Product with respect to that category of Fashion Accessory and which was supplied  
24 by them, in lieu of the amounts specified in Section 5.1.2(a) above, it may pay a  
25 reduced base settlement amount of \$36,000; \$8,000 shall be for a civil penalty  
26 pursuant to Health and Safety Code Section 25249.7(b) and \$28,000 shall be for  
27 reimbursement of a portion of Plaintiffs' attorneys' fees and costs.  
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(c) **Opt-In Settling Defendants That Have Received a 60 Day Notice of Violation and Elect Additional Coverage for Non-Noticed Phthalates.** Any Opt-In Settling Defendant that has received a 60 Day Notice of Violation for one or more of the “3P Phthalates” (DEHP, DBP and BBP), may elect to have the other, non-noticed 3P Phthalates covered by a release pursuant to Section 6.1 and 6.2 by so-indicating in the Opt-In Stipulation pursuant to Section 8.1 and shall pay additional attorneys’ fees in the amount of \$5,500 to cover the fees and costs associated with issuing and administrating a Supplemental 60 Day Notice.

(d) **Opt-In Settling Defendants That Have Not Received a 60 Day Notice of Violation.** Each Opt-In Settling Defendant that has not received a 60 Day Notice of Violation for DEHP, BBP, and/or DBP in a Covered Product, shall, in conjunction with its exercise of Section 8 below and regardless of the number of categories of Fashion Accessories designated by said Opt-In Settling Defendant pay the applicable settlement amount, as follows: (i) \$28,000 for each Opt-In Settling Defendant that executed a “Stipulation For Entry of Judgment” (“Opt-In Stipulation”) on or before December 15, 2010, of which \$8,000 shall be for a civil penalty pursuant to Health and Safety Code Section 25249.7(b) and \$20,000 shall be for reimbursement of a portion of Plaintiffs’ attorneys’ fees and costs; and (ii) \$36,000 for each Opt-In Settling Defendant that has not received a 60 Day Notice of Violation for DEHP, BBP, and/or DBP in a Covered Product that executes a Opt-In Stipulation after December 15, 2010, of which \$12,000 shall be for a civil penalty pursuant to Health and Safety Code § 25249.7(b) and \$24,000 shall be for reimbursement of a portion of Plaintiffs’ attorneys’ fees and costs. However, in the event that an Opt-In Settling Defendant has not received a 60 Day Notice of Violation but intends to release another party that has received a 60 Day Notice of Violation, said Opt-In Settling Defendant shall make payments pursuant to Section 5.1.2.(a) if there is only one category of Fashion Accessories at issue, or Section 5.1.2.(b) if more than one category of Fashion Accessories are at issue.

1 (e) In addition to payments required above, any Opt-In Settling  
2 Defendant subject to an existing complaint, or whose "Defendant Releasees" or  
3 "Downstream Defendant Releasees" (as defined in Section 6.1 below) are subject to  
4 an existing complaint, concerning the presence of DEHP, BBP, and/or DBP in a  
5 Covered Product supplied by them that has been filed prior to the date upon which  
6 said Opt-In Settling Defendant exercises its option under Section 8 below, shall pay  
7 a supplemental charge of \$20,000 to cover fees and expenses incurred by Plaintiffs  
8 for activities associated with the original filing of said existing complaint, on-going  
9 litigation, and/or activities associated with the subsequent dismissal of said  
10 complaint without prejudice.

11 (f) Each Opt-In Settling Defendant shall, subsequent to their  
12 addition as a Party to this Consent Judgment, also have the right to exercise the  
13 election and options set forth in Sections 3.2.2 and 3.2.3 above based on the same  
14 payment terms set forth for the Initial Settling Defendants in Section 5.1.1(c) and  
15 5.1.1(d) above.

16 (g) All settlement payments required by this Consent Judgment  
17 shall be paid as follows:

18 (1) **Civil Penalties:** Civil Penalties shall be  
19 apportioned in accordance with California Health & Safety Code § 25249.12(c) & (d), with 75%  
20 of these funds remitted to the State of California's Office of Environmental Health Hazard  
21 Assessment ("OEHHA") and the remaining 25% of the penalty remitted to Plaintiffs. Each  
22 Settling Defendant shall issue three separate checks for the penalty payment: (a) one check  
23 made payable to "The Chanler Group in Trust For OEHHA" in an amount representing 75% of  
24 the total penalty; (b) one check to "The Chanler Group in Trust For John Moore", in an amount  
25 representing 85% of the remaining 25% of the total penalty; and (c) one check made payable to  
26 "The Chanler Group in Trust for Anthony E. Held" in an amount representing 15% of the  
27 remaining 25% of the total penalty. Three separate 1099s shall be issued for the above  
28 payments, including those payments already made by Settling Defendants: (a) OEHHA, P.O.

1 Box 4010, Sacramento, CA, 95814 (EIN: 68-0284486); (b) John Moore; and (c) Anthony E.  
2 Held. The information required to issue the 1099s for Plaintiffs shall be provided five calendar  
3 days before the payment is due.

4 (2) **Attorney's Fees:** Attorney's fees shall be paid by  
5 means of a check made payable to "The Chanler Group".

6 (3) **Opt-In Payments:** The funds for Opt-In Settling  
7 Defendants shall be paid at the time the Opt-In Settling Defendant submits its Opt-In Stipulation  
8 pursuant to Section 8 below.

9 (4) **Payment Delivery:** All settlement payments  
10 required by this Consent Judgment shall be sent to the following address:

11 The Chanler Group  
12 Attn: Proposition 65 Controller  
13 Re: DEHP in Fashion Accessories Matter  
14 Parker Plaza  
2560 Ninth Street, Suite 214  
Berkeley, CA 94710

15 **6. CLAIMS COVERED AND RELEASED**

16 **6.1** This Consent Judgment is a full, final and binding resolution between  
17 Plaintiffs on behalf of themselves and the public interest and each Settling Defendant, and their  
18 parents, subsidiaries, affiliated entities that are under common ownership, directors, officers,  
19 employees, and attorneys ("Defendant Releasees"), and each entity to whom they directly or  
20 indirectly distribute or sell Covered Products, including but not limited to distributors,  
21 wholesalers, customers, retailers, franchisees, cooperative members, licensors, and licensees  
22 ("Downstream Defendant Releasees") of any violation of Proposition 65 that was or could have  
23 been asserted in the Complaint against Settling Defendants, Defendant Releasees, and  
24 Downstream Defendant Releasees, based on failure to warn about alleged exposure to DEHP  
25 contained in Fashion Accessories that were sold by a Settling Defendant prior to the Effective  
26 Date but only as to those categories of Fashion Accessories in Section 2.5 (i)-(xiv) above that  
27 are Covered Products and designated, for each Initial Settling Defendant on Exhibit A, and for  
28 each Opt-In Defendant in its respective Stipulation for Entry of Judgment pursuant to Section



1 8.2 below.

2           **6.2**           In further consideration of the promises and agreements herein contained,  
3 the injunctive relief commitments set forth in Section 3, and for the payments to be made  
4 pursuant to Sections 4 and 5, Plaintiffs on behalf of themselves, their past and current agents,  
5 representatives, attorneys, successors, and/or assignees, and in the interest of the general public,  
6 hereby waive all rights to institute or participate in, directly or indirectly, any form of legal  
7 action and release all claims, including, without limitation, all actions, and causes of action, in  
8 law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses,  
9 or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of  
10 any nature whatsoever, whether known or unknown, fixed or contingent (collectively "claims"),  
11 against Settling Defendants, each of their Defendant Releasees, and each of their Downstream  
12 Defendant Releasees. This release is limited to those claims that arise under Proposition 65  
13 with respect to DEHP in the Covered Products associated with the Settling Defendants, as such  
14 claims relate to the alleged failure to warn under Health & Safety Code § 25249.6 and to only  
15 those categories of Fashion Accessories in Section 2.5 (i)-(xiv) above that are Covered Products  
16 and designated, for each Initial Settling Defendant on Exhibit A, and for each Opt-In Defendant,  
17 in Exhibit A to its respective Stipulation for Entry of Judgment pursuant to Section 8.2 below.

18           **6.3**           Plaintiffs also, in their individual capacity only and *not* in their  
19 representative capacity, provide a release herein which shall be effective as a full and final  
20 accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses,  
21 attorneys' fees, damages, losses, claims, liabilities and demands of plaintiffs of any nature,  
22 character or kind, known or unknown, suspected or unsuspected, arising out of alleged or actual  
23 exposure to DEHP, BBP, and/or DBP in Covered Products manufactured, distributed or sold by  
24 Initial Settling Defendants, each of their Defendant Releasees, and, to the extent supplied by any  
25 of them, each of their Downstream Defendant Releasees.

26           **6.4**           The provisions of Sections 6.1 and 6.2 above shall apply to each Opt-In  
27 Settling Defendant that executes an Opt-In Stipulation pursuant to Section 8.1 below, but shall  
28 only provide a release as to the Covered Product and phthalates (DEHP, BBP and/or DBP)

1 selected on Exhibit A to their Opt-In Stipulation and for which the Opt-In Settling Defendant  
2 receives a Proposition 65 notice of violation.

3           The provisions of Section 6.3 above shall apply to each Opt-In Settling  
4 Defendant that, within 30 days after the Effective Date, certifies in writing to Plaintiffs that it  
5 agrees to meet the 3P Standard and to comply with the injunctive terms set forth in Section 3.1  
6 and 3.2 above for each of the three phthalates (DEHP, BBP and/or DBP) in all of its Covered  
7 Products. Any Opt-In Settling Defendant that so certifies shall be deemed by the Court to be  
8 subject to the 3P Standard with respect to the application of the injunction set forth in Sections  
9 3.1 and 3.2 of this Amended Consent Judgment.

10           **6.5**           Settling Defendants waive any and all claims against Plaintiffs, their  
11 attorneys, and other representatives for any and all actions taken or statements made (or those  
12 that could have been taken or made) by Plaintiffs and their attorneys and other representatives,  
13 whether in the course of investigating claims or otherwise seeking enforcement of Proposition  
14 65 against them in this matter, and/or with respect to the Covered Products.

15           **6.6**           Compliance with the terms of this Consent Judgment by a Settling  
16 Defendant constitutes compliance with Proposition 65 with respect to DEHP, BBP, and DBP in  
17 that Settling Defendant's Covered Products.

18           **6.7**           Nothing in this Section 6 affects Plaintiffs' rights to commence or prosecute  
19 an action under Proposition 65 against any person other than a Settling Defendant, Defendant  
20 Releasee, or Downstream Defendant Releasee.

21           **6.8**           Nothing in this Section 6 affects Plaintiffs' rights to commence or prosecute  
22 an action under Proposition 65 against a Downstream Defendant Releasee that does not involve  
23 a Settling Defendant's Covered Product.

24 **7. NOTICE**

25           **7.1**           When any Party is entitled to receive any notice under this Consent  
26 Judgment, the notice shall be sent by certified mail and electronic mail to the person identified  
27 in Exhibit B to this Consent Judgment and the Exhibit B accompanying any opt-in stipulation.  
28 Notices to Plaintiffs shall be addressed to:

1 The Chanler Group  
2 Attn: Proposition 65 Coordinator  
3 Parker Plaza  
4 2560 Ninth Street, Suite 214  
5 Berkeley, CA 94710

6 Any Party may modify the person and address to whom the notice is to be sent by  
7 sending each other Party notice by certified mail and/or other verifiable form of written  
8 communication.

9 **8. OPT-IN PROGRAM**

10 **8.1** This Consent Judgment is executed with the understanding that additional  
11 persons and entities who manufacture, distribute, sell, or offer for sale Fashion Accessories not  
12 primarily intended for use by persons ages twelve and younger, in the State of California or has  
13 done so in the past and who are not Initial Settling Defendants under this Consent Judgment  
14 may wish to subscribe to its terms. All Opt-In Defendants that have not already received a 60  
15 Day Notice of Violation from the Plaintiff(s) concerning the type of Fashion Accessories they  
16 wish to address through the Opt-In must be able to certify that they have: (1) employed ten or  
17 more persons at any time within the Relevant Period;<sup>3</sup> (2) manufactured, imported, distributed,  
18 or offered for use or sale one or more such Covered Products that, during the Relevant Period,  
19 contain or contained DEHP, BBP and/or DBP; and (3) sold and/or offered for use some such  
20 Covered Products in the State of California during the Relevant Period without "clear and  
21 reasonable" Proposition 65 warnings as that term is defined under 27 California Code of  
22 Regulations ("CCR") §25601. At any time within 60 days of Notice of Entry of this Amended  
23 Consent Judgment (or any such earlier or later date for which Plaintiffs may apply to this  
24 Court), prospective Opt-In Defendants who are willing to confirm these representations may  
25 become Settling Defendants hereunder by means of executing the Stipulation for Entry of  
26 Judgment as provided in subsection 8.2 below and making the payment required of them under  
27 Section 5.1.2 above.

28 **8.2** Each Opt-In Defendant shall execute a "Stipulation for Entry of Judgment"  
in the general form appearing in Exhibit C hereto ("Opt-In Stipulation") identifying whether the

<sup>3</sup> "Relevant Period" is defined for purposes of this Consent Judgment as the three (3) year period prior to the execution of the Opt-In Stipulation described in section 8.2.

1 Opt-In Defendant has manufactured, imported, distributed or offered for use or sale in  
2 California Covered Products and certifying to the following facts: (1) the Opt-In Defendant has  
3 employed ten or more persons at any time within the Relevant Period; (2) the Opt-In Defendant  
4 manufactured, imported, distributed or offered for use or sale in California one or more  
5 specifically identified categories of Fashion Accessories in Section 2.5 (i)-(xiv) above that are  
6 Covered Products without a “clear and reasonable” Proposition 65 warning during the Relevant  
7 Period, (3) the Opt-In Defendant knows or has reason to believe that one or more Covered  
8 Products contained, during the Relevant Period, Accessible Components containing DEHP,  
9 (and, if the Opt-In Defendant so elects, BBP and/or DBP); and (4) the Opt-In Defendant has not  
10 performed and shared with Plaintiffs a risk or exposure assessment establishing that the Covered  
11 Products it offered for sale in California during the Relevant Period did not require  
12 Proposition 65 warnings with respect to DEHP, (and, if the Opt-In Defendant so elects, BBP  
13 and/or DBP).

14 An Opt-In Settling Defendant that has executed an Opt-In Stipulation before the  
15 entry of this Amended Consent Judgment is not required to execute a new Opt-In Stipulation,  
16 and their previously signed Opt-In Stipulation shall be deemed to be in compliance with the  
17 terms of this Section 8.2. Further, an Opt-In Settling Defendant that has executed an Opt-In  
18 Stipulation before the entry of this Amended Consent Judgment, shall not be bound by the terms  
19 of the Amended Consent Judgment, but shall remain bound by the terms of the original Consent  
20 Judgment entered on October 29, 2010, unless, pursuant to Section 6.4, the Opt-In Settling  
21 Defendant: (1) certifies in writing to Plaintiffs that it agrees to meet the 3P Standard and to  
22 comply with the injunctive terms set forth in Sections 3.1 and 3.2 above for each of the three  
23 phthalates (DEHP, BBP and/or DBP) in all of its Covered Products or (2) executes an additional  
24 Opt-In Stipulation selecting DBP and/or BBP in one or more Covered Products for which they  
25 will receive a 60-Day Notice. Each Opt-In Defendant shall cooperate with Plaintiffs in  
26 providing additional information or representations necessary to enable Plaintiffs to issue a 60-  
27 Day Notice and Certificate of Merit concerning DEHP, BBP, and/or DBP in the Covered  
28 Products (“Notice”).

1           **8.3**           Not later than ninety (90) days after Plaintiffs receive a completed Opt-In  
2 Stipulation, any additional information or representations necessary to support a Notice, and the  
3 payment(s) required pursuant to Section 5.1.2 above, Plaintiffs shall, if they have not already  
4 previously done so, send a Notice pursuant to California Health & Safety Code §25249.7(d) to  
5 the Opt-In Defendant, to the Office of the California Attorney General, to every California  
6 district attorney, and to every California city attorney required to receive such a notice pursuant  
7 to Health & Safety Code §25249.7.

8           **8.4**           No earlier than seventy (70) days from the date specified in a Notice sent to  
9 an Opt-In Defendant and provided that no authorized public prosecutor of Proposition 65 has  
10 filed a lawsuit against that Opt-In Defendant with respect to DEHP, BBP, or DBP in the  
11 Covered Products, Plaintiffs shall file in this Court an application for entry of any executed Opt-  
12 In Stipulation Plaintiffs have received pursuant to the above and shall serve notice thereof on all  
13 Initial Settling Defendants via email. Such application must be filed with the Court by  
14 November 1, 2011, at the latest unless the Court provides leave authorizing a later date. If the  
15 Court approves the application for entry of the Opt-In Stipulations, the Complaint shall be  
16 deemed to have been amended to specifically name the Opt-In Defendants that executed the  
17 Opt-In Stipulations as named defendants in this Action and each such Opt-In Defendant shall be  
18 deemed to have become a full Settling Defendant under this Consent Judgment and will  
19 likewise assume all applicable obligations and rights set forth under this Consent Judgment. In  
20 the event that an authorized public prosecutor of Proposition 65 files a lawsuit against an Opt-In  
21 Defendant with respect to DEHP, BBP, and/or DBP in the Covered Products prior to running of  
22 the sixty (60) day period established by a Notice issued by Plaintiffs pursuant to Section 8.3  
23 above, Plaintiffs shall refund the full payment submitted to them by such an Opt-In Defendant  
24 and then have no further obligations to that Opt-In Defendant under this Section 8.

25           **8.5**           At the time Plaintiffs file the application for entry of the Opt-in Stipulations  
26 with the Court pursuant to Section 8.4 above, they shall prepare and file with the Court and  
27 serve on the Office of the California Attorney General, an application for approval of the  
28 attorneys' fees and cost reimbursement payments collected in conjunction with such Opt-In

1 Stipulations pursuant to Section 5.1.2 above. The application shall be supported by one or more  
2 declarations reporting the results of the Opt-In program provided for in this Section 8, including  
3 all expenses and attorneys fees incurred by Plaintiffs' counsel with respect to the Opt-In  
4 Defendants and the Opt-In program relative to the attorneys' fee and cost reimbursement  
5 provided by Section 5.1.2 above. In the event that the application indicates that total amount of  
6 expenses and attorneys fees incurred by Plaintiffs' counsel with respect to the Opt-In program is  
7 less than the total amount of reimbursement provided pursuant to Section 5.1.2 above, the  
8 application shall provide that, upon approval of the application by the Court, Plaintiffs' counsel  
9 shall, within thirty (30) days, disgorge the difference to the State of California's Office of  
10 Environmental Health Hazard Assessment ("OEHHA"). Notwithstanding the foregoing,  
11 Plaintiffs' counsel may offset any amount that would otherwise be disgorged pursuant to this  
12 Section with those attorneys fees and costs incurred with respect to their investigation, litigation  
13 and enforcement of this entire matter including the fees and costs related to negotiating,  
14 drafting, and obtaining the Court's approval of this Amended Consent Judgment that exceed the  
15 payments made by the Settling Defendants.

16 **9. ADDITIONAL ENFORCEMENT FOR NONCONFORMING NON-COVERED**  
17 **PRODUCTS**

18 **9.1** If, on or after July 1, 2010, Plaintiffs allege that a Settling Defendant offered  
19 for retail sale to California consumers, or to a distributor for the purpose of retail sales in  
20 California, a product not primarily intended for use by persons ages twelve and younger that is  
21 not a Covered Product for an Initial Settling Defendant as specified on Exhibit A or for an Opt-  
22 In Defendant as specified on its Stipulation for Entry of Judgment pursuant to Section 8.2  
23 above, does not fall within the product categories of (i) sauna suits, (ii) exercise mats or  
24 exercise balls, (iii) window coverings or curtains, or (iv) vinyl flooring, and that contains  
25 DEHP, BBP, and/or DBP in an amount that exceeds the 3P Standard ("Nonconforming Non-  
26 Covered Product"), then prior to Plaintiffs serving a 60-Day Notice under Proposition 65 on  
27 such Settling Defendant, Plaintiffs shall provide a letter to the Settling Defendant and the Parties  
28 shall then proceed pursuant to this Section 9. The letter shall contain the following information:

1 (a) the date the alleged violation was observed and the product was purchased, including a copy  
2 of the sales receipt; (b) the location or website at which the product was offered for sale; (c) a  
3 description of the product, including a picture thereof and a picture of identifying information  
4 appearing on the tag or label; and (d) data obtained by Plaintiffs regarding the product such as  
5 laboratory results associated with the testing of the product.

6 **9.2 Notice of Election.** Within 30 days of receiving a letter pursuant to Section  
7 9.1, the Settling Defendant shall serve a Notice of Election on Plaintiffs. The Notice of Election  
8 shall:

9 **9.2.1** Identify to Plaintiffs (by proper name, address of principal place of  
10 business and telephone number) the person or entity that sold the Nonconforming  
11 Non-Covered Product to the Settling Defendant;

12 **9.2.2** Identify the manufacturer and other distributors in the chain of  
13 distribution of the Nonconforming Non-Covered Product, provided that such  
14 information is reasonably available to the Settling Defendant; and

15 **9.2.3** Include either: (i) a statement that the Settling Defendant elects not to  
16 proceed under this Section 9, in which case Plaintiffs may take further action  
17 including issuance of a 60-Day Notice under Proposition 65; (ii) a statement that the  
18 Settling Defendant elects to proceed under this Section 9, or (iii) a statement that the  
19 Settling Defendant contends that the Nonconforming Non-Covered Product is released  
20 from liability by a Qualified Settlement under Section 9.4.1 along with a copy of such  
21 Qualified Settlement.

22 **9.3** A party's disclosure pursuant to this Section 9 of any (i) test reports, (ii)  
23 confidential business information, or (iii) other information that may be subject to a claim of  
24 privilege or confidentiality, shall not constitute a waiver of any such claim of privilege or  
25 confidentiality, provided that the Party disclosing such information shall clearly designate it as  
26 confidential. Any Party receiving information designated as confidential pursuant to this  
27 Section 9 shall not disclose such information to any unrelated person or entity, and shall use  
28 such information solely for purposes of resolving any disputes under this Consent Judgment.

1           **9.4**           No further action is required of the Settling Defendant under this Consent  
2 Judgment, and Plaintiffs shall not serve a 60-Day Notice on the Settling Defendant regarding the  
3 Nonconforming Non-Covered Product, if either:

4                   **9.4.1**    The Nonconforming Non-Covered Product is otherwise released from  
5 liability for alleged violations of Proposition 65 with respect to DEHP, BBP, and/or  
6 DBP in the Nonconforming Non-Covered Product by the terms of a separate  
7 settlement agreement or consent judgment entered into under Health and Safety Code  
8 Section 25249.7 and, if an authorized public prosecutor of Proposition 65 is not a  
9 party, reported to the California Attorney General's Office ("Qualified Settlement");  
10 or

11                   **9.4.2**    At least one of the person(s) identified by the Settling Defendant  
12 pursuant to Sections 9.2.1 or 9.2.2 (i) is a person in the course of doing business as  
13 defined in Health & Safety Code § 25249.11(b), (ii) has a principal place of business  
14 located within the United States, and (iii) sold the Nonconforming Non-Covered  
15 Product identified by the Plaintiffs within two year of the Settling Defendant's Notice  
16 of Election that was served on Plaintiffs pursuant to Section 9.2 above.

17           **9.5**           If the Settling Defendant elects not to proceed under Section 9, then neither  
18 the Settling Defendant nor Plaintiffs have any further duty under this Section 9 and either may  
19 pursue any available remedies under Proposition 65 or otherwise.

20           **9.6**           If the Settling Defendant elects to proceed under this Section 9 and is not  
21 relieved of liability under Section 9.4, the Settling Defendant shall within sixty (60) days: (i)  
22 terminate its further distribution for sale of the Nonconforming Non-Covered Product in  
23 California (unless it is reformulated to meet the 3P Standard within that time), (ii) pay a  
24 statutory penalty in the amount of \$4,000 pursuant to Health and Safety Code Section  
25 25249.7(b), and (iii) pay \$25,800 in reimbursement of a portion of attorneys' fees and costs  
26 incurred by Plaintiffs with respect to the notice.

27           **9.7**           If a Settling Defendant makes payments pursuant to Section 9.6 and at a later  
28 date Plaintiffs resolve the alleged violation with the direct or indirect Vendor, identified in



1 Sections 9.2.1 or 9.2.2, of the Nonconforming Non-Covered Product, Plaintiffs shall notify the  
2 Settling Defendant and the Settling Defendant shall be entitled to a refund of the lesser amount  
3 of its contribution or the settlement amount paid by such Vendor. If the settlement or consent  
4 judgment between Plaintiffs and the direct or indirect Vendor of the Nonconforming Non-  
5 Covered Product does not provide for the refund to be paid directly by the Vendor to the  
6 Settling Defendant, then Plaintiffs shall pay the refund to the Settling Defendant within 15 days  
7 of receiving the Vendor's settlement payment.

8 **9.8** Nothing in this Section 9 affects Plaintiffs' rights to issue a 60-Day Notice  
9 under Proposition 65 against any entity other than a Settling Defendant, except as to a Settling  
10 Defendant's customer of a Nonconforming Non-Covered Product that is subject to the Settling  
11 Defendant's election under Section 9.2.3(i) above.

## 12 **10. COURT APPROVAL**

13 **10.1** This Consent Judgment shall become effective upon entry by the Court.  
14 Plaintiffs shall prepare and file a Motion for Approval of this Consent Judgment and Settling  
15 Defendants shall support entry of this Consent Judgment.

16 **10.2** If this Consent Judgment is not entered by the Court, it shall be of no force  
17 or effect and shall never be introduced into evidence or otherwise used in any proceeding for  
18 any purpose other than to allow the Court to determine if there was a material breach of Section  
19 10.1.

## 20 **11. ATTORNEYS' FEES**

21 **11.1** Except as otherwise provided in this Consent Judgment, each Party shall  
22 bear its own attorneys' fees and costs.

## 23 **12. OTHER TERMS**

24 **12.1** The terms of this Consent Judgment shall be governed by the laws of the  
25 State of California.

26 **12.2** This Consent Judgment shall apply to and be binding upon Plaintiffs and  
27 Settling Defendants, and their respective divisions, subdivisions, and subsidiaries, and the  
28 successors or assigns of any of them.

1           **12.3**        This Consent Judgment contains the sole and entire agreement and  
2 understanding of the Parties with respect to the entire subject matter set forth in this Consent  
3 Judgment, and any and all prior discussions, negotiations, commitments, or understandings  
4 related thereto, if any, are deemed merged. There are no warranties, representations, or other  
5 agreements between the Parties except as expressly set forth in this Consent Judgment. No  
6 representations, oral or otherwise, express or implied, other than those specifically referred to in  
7 this Consent Judgment have been made by any Party. No other agreements not specifically  
8 contained or referenced in this Consent Judgment, oral or otherwise, shall be deemed to exist or  
9 to bind any of the Parties. No supplementation, modification, waiver, or termination of this  
10 Consent Judgment shall be binding unless executed in writing by the Party to be bound. No  
11 waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a  
12 waiver of any of the other provisions whether or not similar, nor shall such waiver constitute a  
13 continuing waiver.

14           **12.4**        Nothing in this Consent Judgment shall release, or in any way affect any  
15 rights that any Settling Defendant might have against any other party, whether or not that party  
16 is a Settling Defendant.

17           **12.5**        The stipulations to this Consent Judgment may be executed in counterparts  
18 and by means of facsimile or portable document format (.pdf), which taken together shall be  
19 deemed to constitute one document.

20           **12.6**        Each signatory to this Consent Judgment certifies that he or she is fully  
21 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter  
22 into and execute the Consent Judgment on behalf of the Party represented and to legally bind  
23 that Party.

24           **12.7**        The Parties, including their counsel, have participated in the preparation of  
25 this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
26 This Consent Judgment was subject to revision and modification by the Parties and has been  
27 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
28 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any

1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

6  
7 **IT IS SO STIPULATED:**

8 **AGREED TO:**

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

10 *Anthony E. Held*  
11 \_\_\_\_\_  
Signature

12 Date: **APPROVED**  
13 *By Tony Held at 7:29 pm, Feb 27, 2011*

**AGREED TO:**

Plaintiff, JOHN MOORE

\_\_\_\_\_  
Signature

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

14 **AGREED TO:**

15 Defendant, \_\_\_\_\_  
16 Entity

17  
18 \_\_\_\_\_  
Signature

19 By: \_\_\_\_\_  
20 Print Name

21 Its: \_\_\_\_\_  
22 Title

23 Date: \_\_\_\_\_  
24  
25  
26  
27  
28

1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

6  
7 **IT IS SO STIPULATED:**

8 **AGREED TO:**  
9 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

**AGREED TO:**  
Plaintiff, JOHN MOORE

10  
11 \_\_\_\_\_  
Signature

\_\_\_\_\_  
*John Moore*  
Signature

12  
13 Date: \_\_\_\_\_

Date: FEBRUARY 28, 2011

14 **AGREED TO:**  
15 Defendant, \_\_\_\_\_  
16 Entity

17  
18 \_\_\_\_\_  
Signature

19 By: \_\_\_\_\_  
20 Print Name

21 Its: \_\_\_\_\_  
22 Title

23 Date: \_\_\_\_\_  
24  
25  
26  
27  
28

1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

6  
7 **IT IS SO STIPULATED:**

8 **AGREED TO:**

**AGREED TO:**

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

Plaintiff, JOHN MOORE

10

11

Signature

Signature

12

13 Date:

Date:

14

**AGREED TO:**

15

Defendant, Acme Accessories, Inc.  
Entity

16

17

18

Signature

19

By: Jennifer Sebenius  
Print Name

20

21

Its: Director of Licensing  
Title

22

23

Date: 2/28/11

24

25

26

27

28

1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

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28

**IT IS SO STIPULATED:**

**AGREED TO:**

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

**AGREED TO:**

Plaintiff, JOHN MOORE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

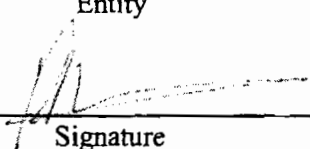
Date: \_\_\_\_\_

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

**AGREED TO:**

Defendant, Aldo U.S., Inc.

Entity

  
\_\_\_\_\_  
Signature

By: Robert Raven

Print Name

Its: Vice-President, Finance & Treasury, Assistant Secretary  
and Treasurer  
Title

Date: February 23rd 2011

1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

6  
7 **IT IS SO STIPULATED:**

8 **AGREED TO:**  
9 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.

**AGREED TO:**  
Plaintiff, JOHN MOORE

10  
11 \_\_\_\_\_  
12 Signature  
13 Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Date: \_\_\_\_\_

14 **AGREED TO:**  
15 Defendant, BUENOS CAJON CALIFORNIA, INC.  
16 Entity

17 \_\_\_\_\_  
18 Signature

19 By: TSUGUYA SAEKI  
20 Print Name

21 Its: CFD  
22 Title

23 Date: 2-24-11

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1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

6  
7 **IT IS SO STIPULATED:**

8 **AGREED TO:**

**AGREED TO:**

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

Plaintiff, JOHN MOORE

10

11 \_\_\_\_\_  
Signature

\_\_\_\_\_ Signature

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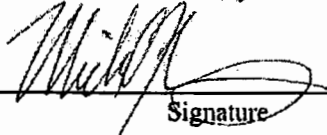
13 Date: \_\_\_\_\_

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

14 **AGREED TO:**

15 Defendant, Collective Brands, Inc. and its subsidiaries

16 Entity

17   
18 \_\_\_\_\_  
Signature

19 By: Michael Massey  
20 Print Name

21 Its: General Counsel &

22 Title  
Senior Vice-President

23 Date: 2/28/12

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1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

6  
7 **IT IS SO STIPULATED:**

8 <b>AGREED TO:</b>	<b>AGREED TO:</b>
9 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.	Plaintiff, JOHN MOORE
10 _____	_____
11 Signature	Signature
12 Date: _____	Date: _____

14 **AGREED TO:**  
15 Defendant, FOSSIL, INC.  
16 Entity

17 Mark Quick  
18 Signature

19 By: MARK QUICK  
20 Print Name

21 Its: VICE CHAIRMAN  
22 Title

23 Date: 2/24/11

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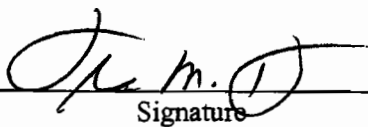


1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

6  
7 **IT IS SO STIPULATED:**

8 **AGREED TO:**  
9 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.  
10  
11 \_\_\_\_\_  
12 Signature  
13 Date: \_\_\_\_\_

**AGREED TO:**  
Plaintiff, JOHN MOORE  
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12 Signature  
13 Date: \_\_\_\_\_

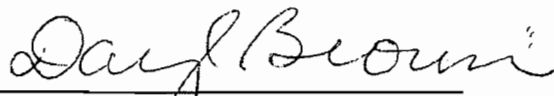
14 **AGREED TO:**  
15 Defendant, The Jones Group Inc.  
16 Entity  
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18 \_\_\_\_\_  
19 Signature  
20 By: Ira M. Dansky  
21 Print Name  
22 Its: Executive Vice President, General Counsel and Secretary  
23 Title  
24 Date: February 25, 2011  
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1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

7 **IT IS SO STIPULATED:**

8 <b>AGREED TO:</b>	<b>AGREED TO:</b>
9 Plaintiff, ANTHONY E. HELD, Ph.D., P.E.	Plaintiff, JOHN MOORE
10 _____	_____
11 Signature	Signature
12 Date: _____	Date: _____

14 **AGREED TO:**

15 Defendant, Liz Claiborne, Inc./Kate Spade  
16 Entity  
17   
18 \_\_\_\_\_  
19 Signature  
20 By: Daryl Brown  
21 Print Name  
22 Its: VP Business Ethics & Compliance  
23 Title  
24 Date: March 2, 2011

1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

6  
7 **IT IS SO STIPULATED:**

8 **AGREED TO:**

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

**AGREED TO:**

Plaintiff, JOHN MOORE

10

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Signature

Signature

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

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

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**AGREED TO:**

15

Defendant, Sears Roebuck and Co., Kmart Corporation +  
16 Entity their subsidiaries

17

18

MARY TORTORICE  
Signature

19

By: Mary Tortorice  
Print Name

20

21

Its: VP / Deputy General Counsel  
Title

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Date: 3/8/11

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Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section 1654.

**IT IS SO STIPULATED:**

**AGREED TO:**

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

**AGREED TO:**

Plaintiff, JOHN MOORE

\_\_\_\_\_  
Signature

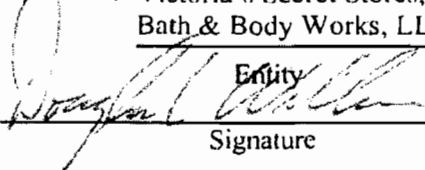
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Date: \_\_\_\_\_

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

**AGREED TO:**

Defendant, Limited Brands, Inc.  
Victoria's Secret Stores, LLC  
Bath & Body Works, LLC

  
\_\_\_\_\_  
Entity  
Signature

By: Douglas L. Williams  
\_\_\_\_\_  
Print Name

Its: EVP, General Counsel  
\_\_\_\_\_  
Title

Date: 25 Feb, 2011

1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

6  
7 **IT IS SO STIPULATED:**

8 **AGREED TO:**

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

**AGREED TO:**

Plaintiff, JOHN MOORE

10

11

Signature

Signature

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

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

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**AGREED TO:**

15

Defendant, Loungely Inc.  
Entity

16

17

Jason Hoffmann  
Signature

18

19

By: Jason Hoffmann  
Print Name

20

21

Its: Director of Operations  
Title

22

23

Date: 2/28/11

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1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

6  
7 **IT IS SO STIPULATED:**

8 **AGREED TO:**

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

**AGREED TO:**

Plaintiff, JOHN MOORE

10

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Signature

Signature

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

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

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**AGREED TO:**

15

Defendant, Phillips-Van Heusen Corporation  
Entity

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17

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Signature

19

By: Mark D. Fischer  
Print Name

20

21

Its: Senior Vice President  
Title

22

23

Date: 3/1/11

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1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
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4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

6  
7 **IT IS SO STIPULATED:**

8 **AGREED TO:**

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

**AGREED TO:**

Plaintiff, JOHN MOORE

10  
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Signature

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Signature

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13 Date: \_\_\_\_\_

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

14 **AGREED TO:**

15 Defendant, Stuvia America Ltd  
16 Entity

17  
18 [Signature]  
Signature

19 By: [Signature]  
20 Print Name

21 Its: CEO  
22 Title

23 Date: 2-25-11

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1 Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this  
2 Consent Judgment agrees that any statute or rule of construction providing that ambiguities are  
3 to be resolved against the drafting Party should not be employed in the interpretation of this  
4 Consent Judgment and, in this regard, the Parties hereby waive California Civil Code Section  
5 1654.

6  
7 **IT IS SO STIPULATED:**

8 **AGREED TO:**

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

**AGREED TO:**

Plaintiff, JOHN MOORE

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Signature

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

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

**AGREED TO:**

Defendant, Trebbianno, LLC

Entity

  
Signature

By: Richard Schacter

Print Name

Its: CFO

Title

Date: 2/24/2011

**EXHIBIT A**

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Exhibit A

Name of Settling Defendant (and relevant associated entities under common ownership):

Phillips-Van Heusen Corporation and its subsidiaries

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Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):

- Wallets and other coin or bill holders
- Handbags, purses, clutches and totes
- Belts
- Footwear
- Apparel, including gloves and headwear (and excluding sauna suits)
- Jewelry
- Key holders, keychains, and key caps
- Luggage tags and ID cases
- Bag charms and zipper pulls
- Eyeglass cases
- Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops)
- Coverings for journal/address books
- Cosmetic cases/bags
- Toiletry cases/bags

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Exhibit A

**Name of Settling Defendant (and relevant associated entities under common ownership):**

Sears Roebuck and Co. / Kmart Corporation  
and their subsidiaries

\_\_\_\_\_  
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\_\_\_\_\_

**Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):**

- Wallets and other coin or bill holders
- Handbags, purses, clutches and totes
- Belts
- Footwear
- Apparel, including gloves and headwear (and excluding sauna suits)
- Jewelry
- Key holders, keychains, and key caps
- Luggage tags and ID cases
- Bag charms and zipper pulls
- Eyeglass cases
- Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops)
- Coverings for journal/address books
- Cosmetic cases/bags
- Toiletry cases/bags

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Exhibit A

Name of Settling Defendant (and relevant associated entities under common ownership):

Loungefly, Inc.  
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Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):

- Wallets and other coin or bill holders
- Handbags, purses, clutches and totes
- Belts
- Footwear
- Apparel, including gloves and headwear (and excluding sauna suits)
- Jewelry
- Key holders, keychains, and key caps
- Luggage tags and ID cases
- Bag charms and zipper pulls
- Eyeglass cases
- Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops)
- Coverings for journal/address books
- Cosmetic cases/bags
- Toiletry cases/bags

Exhibit A

Name of Settling Defendant (and relevant associated entities under common ownership):

Aldo US Inc.

Aldo Group Inc.

Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):

- Wallets and other coin or bill holders
- Handbags, purses, clutches and totes
- Belts
- Footwear
- Apparel, including gloves and headwear (and excluding sauna suits)
- Jewelry
- Key holders, keychains, and key caps
- Luggage tags and ID cases
- Bag charms and zipper pulls
- Eyeglass cases
- Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops)
- Coverings for journal/address books
- Cosmetic cases/bags
- Toiletry cases/bags

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Exhibit A

Name of Settling Defendant (and relevant associated entities under common ownership):

**Helen of Troy L.P.**

**Belson Products (assumed name)**

**Pro Beauty Tools (assumed name)**

**Fusion Tools (assumed name)**

Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):

- Wallets and other coin or bill holders
- Handbags, purses, clutches and totes
- Belts
- Footwear
- Apparel, including gloves and headwear (and excluding sauna suits)
- Jewelry
- Key holders, keychains, and key caps
- Luggage tags and ID cases
- Bag charms and zipper pulls
- Eyeglass cases
- Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops
- Coverings for journal/address books
- Cosmetic cases/bags
- Toiletry cases/bags



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**Section A**

Name of Holding Enterprise (and address, if available, within United States territory):

**Section B**

Further Applicable Categories Applicable to Above (as indicated via checkmarks shown below):

- Wallets and other purses/briefcases
- Handbags, purses, satchels, etc.
- Hats
- Footwear
- Apparel, including gloves and handwear (not including swim suits)
- Jewelry
- Key holders, keychains, and key-rings
- Luggage bags and SE cases
- Bag chains and zipper pulls
- Eyeglass cases
- Coverings for mobile electronic devices (e.g. for telephones, cameras, MP3 players, CD/DVDs, and laptops)
- Coverings for journals/diaries/etc.
- Cosmetic cases/bags
- Trolley cases/bags

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Exhibit A

Name of Settling Defendant (and relevant associated entities under common ownership):

BUENOS CALIFORNIA, INC.

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\_\_\_\_\_  
\_\_\_\_\_

Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):

- Wallets and other coin or bill holders
- Handbags, purses, clutches and totes
- Belts
- Footwear
- Apparel, including gloves and headwear (and excluding sauna suits)
- Jewelry
- Key holders, keychains, and key caps
- Luggage tags and ID cases
- Bag charms and zipper pulls
- Eyeglass cases
- Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops)
- Coverings for journal/address books
- Cosmetic cases/bags
- Toiletry cases/bags

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Exhibit A

Name of Settling Defendant (and relevant associated entities under common ownership): \_\_\_\_\_

Named

Limited Brands, Inc.

Victoria's Secret Stores LLC.

Bath & Body Works LLC.

Affiliated

Victoria's Secret Brand Management LLC.

Limited Brands Direct Fulfillment Team

Bath & Body Works Direct Inc.

Henri Bendel Inc.

Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):

- Wallets and other coin or bill holders
- Handbags, purses, clutches and totes
- Belts
- Footwear
- Apparel, including gloves and headwear (and excluding sauna suits)
- Jewelry
- Key holders, keychains, and key caps
- Luggage tags and ID cases
- Bag charms and zipper pulls
- Eyeglass cases
- Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops)
- Coverings for journal/address books
- Cosmetic cases/bags
- Toiletry cases/bags

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Exhibit A

Name of Settling Defendant (and relevant associated entities under common ownership):

Trebbiarro, LLC

29 West 35th

New York, NY 10001

212 568 2770

Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):

- Wallets and other coin or bill holders
- Handbags, purses, clutches and totes
- Belts
- Footwear
- Apparel, including gloves and headwear (and excluding sauna suits)
- Jewelry
- Key holders, keychains, and key caps
- Luggage tags and ID cases
- Bag charms and zipper pulls
- Eyeglass cases
- Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops)
- Coverings for journal/address books
- Cosmetic cases/bags
- Toiletry cases/bags

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Exhibit A

Name of Settling Defendant (and relevant associated entities under common ownership):

Fossil, Inc.

Fossil Stores I, Inc.

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\_\_\_\_\_  
\_\_\_\_\_

Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):

- Wallets and other coin or bill holders
- Handbags, purses, clutches and totes
- Belts
- Footwear
- Apparel, including gloves and headwear (and excluding sauna suits)
- Jewelry
- Key holders, keychains, and key caps
- Luggage tags and ID cases
- Bag charms and zipper pulls
- Eyeglass cases
- Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops)
- Coverings for journal/address books
- Cosmetic cases/bags
- Toiletry cases/bags

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Exhibit A

Name of Settling Defendant (and relevant associated entities under common ownership):

Collective Brands, Inc. and its subsidiaries

Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):

Wallets and other coin or bill holders

Handbags, purses, clutches and totes

Belts

Footwear

Apparel, including gloves and headwear (and excluding sauna suits)

Jewelry

Key holders, keychains, and key caps

Luggage tags and ID cases

Bag charms and zipper pulls

Eyeglass cases

Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops

Coverings for journal/address books

Cosmetic cases/bags

Toiletry cases/bags

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Exhibit A

Name of Settling Defendant (and relevant associated entities under common ownership):

Steven Madden, Ltd., and its subsidiaries

Steven Madden Retail, Inc., and its subsidiaries

Big Buddha, Inc.

Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):

Wallets and other coin or bill holders

Handbags, purses, clutches and totes

Belts

Footwear

Apparel, including gloves and headwear (and excluding sauna suits)

Jewelry

Key holders, keychains, and key caps

Luggage tags and ID cases

Bag charms and zipper pulls

Eyeglass cases

Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops

Coverings for journal/address books

Cosmetic cases/bags

Toiletry cases/bags

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Exhibit A

**Name of Settling Defendant (and relevant associated entities under common ownership):**

- Jones Apparel Group, Inc.
- Jones Apparel Group USA, Inc.
- Jones Jeanswear Group, Inc.
- JAG Footwear, Accessories and Retail Corporation
- Jones Jewelry Group, Inc.
- Jones Distribution Corporation
- Moda Nicola International LLC
- Stuart Weitzman Holdings, LLC

**Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):**

- Wallets and other coin or bill holders
- Handbags, purses, clutches and totes
- Belts
- Footwear
- Apparel, including gloves and headwear (and excluding sauna suits)
- Jewelry
- Key holders, keychains, and key caps
- Luggage tags and ID cases
- Bag charms and zipper pulls
- Eyeglass cases
- Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops)
- Coverings for journal/address books
- Cosmetic cases/bags
- Toiletry cases/bags



1  
2 Exhibit A

3 Name of Settling Defendant (and relevant associated entities under common ownership):

4 Liz Claiborne, Inc. / Kate Spade

5 Access Ruby and Mila

6 Villager Mac and Jac

7 Kensie Juicy Couture

8 Lucky Brand Kate Spade/Jack Spade

9 DKNY Jeans DKNY Active

10 DKNY Mens Liz & Co

11 Liz Claiborne Claiborne

12 Liz Claiborne NY

13 Fashion Accessories Categories Applicable to Above (as indicated via checkmarks shown below):

- 14  Wallets and other coin or bill holders
- 15  Handbags, purses, clutches and totes
- 16  Belts
- 17  Footwear
- 18  Apparel, including gloves and headwear (and excluding sauna suits)
- 19  Jewelry
- 20  Key holders, keychains, and key caps
- 21  Luggage tags and ID cases
- 22  Bag charms and zipper pulls
- 23  Eyeglass cases
- 24  Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3  
25 players, CDs/DVDs, and laptops
- 26  Coverings for journal/address books
- 27  Cosmetic cases/bags
- 28  Toiletry cases/bags

# **EXHIBIT B**

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

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Susan M. Rosenfeld  
Name  
Associate General Counsel – Intellectual Property  
Title  
Phillips-Van Heusen Corporation  
200 Madison Avenue  
Address Line 1  
New York, NY 10016  
Address Line 2  
susanrosenfeld@pvh.com  
Email Address

Michael J. Steel  
Name  
Partner  
Title  
Morrison & Foerster LLP  
425 Market Street  
Address Line 1  
San Francisco, CA 94105  
Address Line 2  
MSteel@mof.com  
Email Address

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Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

<u>Cary W. Mergele</u> Name	<u>Michael J. Steel</u> Name
<u>Associate General Counsel</u> Title	<u>Partner</u> Title
<u>Sears Holdings Management Corporation</u>	<u>Morrison &amp; Foerster LLP</u>
<u>3333 Beverly Road</u> Address Line 1	<u>425 Market Street</u> Address Line 1
<u>Hoffman Estates, IL 60179</u> Address Line 2	<u>San Francisco, CA 94105</u> Address Line 2
<u>Cary.Mergele@searshc.com</u> Email Address	<u>MSteel@mofocom</u> Email Address

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Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

<u>Trevor Shultz</u>	<u>Jeffrey B. Margulies</u>
Name	Name
<u>CEO</u>	<u>Fulbright &amp; Jaworski L.L.P.</u>
Title	Title
<u>923 Oak Avenue</u>	<u>555 South Flower Street, 41st Floor</u>
Address Line 1	Address Line 1
<u>Chatsworth, CA 91311</u>	<u>Los Angeles, CA 90017</u>
Address Line 2	Address Line 2
<u></u>	<u>jmargulies@fulbright.com</u>
Email Address	Email Address

Exhibit B

Person(s) to receive Notices Pursuant to Section 8.1

Catherine Ross  
Legal Department  
Aldo US Inc.  
2300 Emile-Belanger  
Montreal, Quebec  
H4R 3J4  
Canada  
cross@aldogroup.com

With a copy to:  
Jodi Smith  
Paul Hastings Janofsky & Walker, LLP  
55 Second Street, 24th Fl.  
San Francisco, CA 94105  
jodismith@paulhastings.com



Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

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Paul Lin  
Name

Jennifer Sebenius  
Name

Jones Day, Partner  
Title

Director of Licensing  
Title

555 South Flower Street  
Address Line 1

4201 Baldwin Avenue  
Address Line 1

Los Angeles, CA 90071  
Address Line 2

El Monte, CA 91731  
Address Line 2

pclin@jonesday.com  
Email Address

jennifer@acmesoc.com  
Email Address



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Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

TSUGUYA SAERI

Name

Name

CFO

Title

Title

13607 CRLIN DRIVE

Address Line 1

Address Line 1

SANTA FE SPRINGS, CA 90670

Address Line 2

Address Line 2

Tsuguyaki@buenobryds.com

Email Address

Email Address

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Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

<u>Douglas L. Williams</u>	Name
<u>EVP &amp; General Counsel</u>	Title
<u>3 Limited Parkway</u>	Address Line 1
<u>Columbus, Ohio 43230</u>	Address Line 2
<u>dwilliams@limitedbrands.com</u>	Email Address

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Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

John Allen  
Name

Richard Schaefer  
Name

ATTORNEY  
Title

CFO  
Title

Allen Matkins Leck Gamble Mailer & Munn LLP  
Address Line 1

Trebbiano, LLC  
Address Line 1

515 South Figueroa ST, 7th floor  
Address Line 2

29 West 35th St.  
Address Line 2

Los Angeles, CA 90071-3328  
Email Address

New York, NY 10001  
Email Address

j.allen@allenmatkins.com

r.schaefer@tlk.net

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

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General Counsel  
Name  
Fossil, Inc.  
Title  
2210 North Greenville Ave.  
Address Line 1  
Richardson, TX 75082  
Address Line 2  
legal@Fossil.com  
Email Address

Robert Falk  
Name  
Morrison Forester LLP  
Title  
425 Market Street 2nd Floor  
Address Line 1  
San Francisco CA 94105  
Address Line 2  
RFalk@M&F.com  
Email Address

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

1		
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3		
4	<u>Michael J. Massey</u>	<u>Michael Morant</u>
5	Name	Name
6	<u>Senior Vice President and General Counsel</u>	<u>Counsel</u>
7	Title	Title
8	<u>3231 SE Sixth Avenue</u>	<u>3231 SE Sixth Avenue</u>
9	Address Line 1	Address Line 1
10	<u>Topoka, Kansas 66607</u>	<u>Topoka, Kansas 66607</u>
11	Address Line 2	Address Line 2
12	<u>Michael.Massey@collectivebrands.com</u>	<u>Michael.Morant@collectivebrands.com</u>
13	Email Address	Email Address
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Exhibit B

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Matthew R. Orr, Esq.  
Name

\_\_\_\_\_ Name

Counsel for Steve Madden, Ltd. and Steve  
Madden Retail, Inc.  
Title

\_\_\_\_\_ Title

610 Newport Center Drive, Suite 700  
Address Line 1

\_\_\_\_\_ Address Line 1

Newport Beach, CA 92660  
Address Line 2

\_\_\_\_\_ Address Line 2

morr@calljensen.com  
Email Address

\_\_\_\_\_ Email Address

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Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

<u>Beth Barban Dorfman</u>	_____
Name	Name
<u>Senior Vice President and Deputy General Counsel</u>	_____
Title	Title
<u>1129 Westchester Avenue</u>	_____
Address Line 1	Address Line 1
<u>White Plains, NY 10604</u>	_____
Address Line 2	Address Line 2
<u>Beth.Dorfman@jny.com</u>	_____
Email Address	Email Address

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Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

Sarah W. Asplin  
Name  
Attorney  
Title  
Greenberg Traurig, LLP  
Address Line 1  
1201 K Street #1100, Sac, CA 95814  
Address Line 2  
asplina@gtlaw.com  
Email Address

Melissa Jones  
Name  
Attorney  
Title  
Greenberg Traurig, LLP  
Address Line 1  
1201 K Street #1100, Sac, CA 95814  
Address Line 2  
jonesme@gtlaw.com  
Email Address

11/1



# **EXHIBIT C**

1 Clifford A. Chanler (Bar No. 135534)  
2 Laurence D. Haveson (Bar No. 152631)  
3 Josh Voorhees (Bar No. 241436)  
4 Troy C. Bailey (*Pro Hac Vice*)  
5 THE CHANLER GROUP  
6 2560 Ninth Street  
7 Parker Plaza, Suite 214  
8 Berkeley, CA 94710-2565  
9 Telephone: (510) 848-8880  
10 Facsimile (510) 848-8118

11 Attorneys for Plaintiffs  
12 ANTHONY E. HELD, Ph.D., P.E. and  
13 JOHN MOORE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
UNLIMITED JURISDICTION

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

Plaintiff,

v.

ALDO U.S., INC., ALDO GROUP, INC, *et al.*,

Defendants.

Lead Case No. CGC-10-497729

**AMENDED STIPULATION FOR  
ENTRY OF JUDGMENT**

JOHN MOORE,

Plaintiff,

v.

KATE SPADE, LLC, *et al.*,

Defendants.

1           1.       The following constitutes the knowing and voluntary election and stipulation of  
 2 the entity named below ("Company" or "Opt-In Settling Defendant") to join as a Settling  
 3 Defendant under the Amended Consent Judgment ("Consent Judgment") previously entered by  
 4 the Court in the above-captioned actions, *Held v. Aldo U.S., Inc. and Aldo Group, Inc., et al.*,  
 5 San Francisco Superior Court Case No. CGC-10-497729 and *Moore v. Kate Spade, LLC., et*  
 6 *al.*, San Francisco Superior Court Case No. CGC-10-498981, consolidated therein, (the  
 7 "Action") and to be bound by the terms of that Consent Judgment.

8           2.       The terms of the Consent Judgment apply to the Opt-In Settling Defendant only  
 9 as to those categories of Fashion Accessories and the specific phthalate(s) selected on Exhibit  
 10 A, attached hereto, which are also Covered Products.

11           3.       At any time during the three-year period prior to the filing of this Stipulation  
 12 ("Relevant Period"), the Company has employed ten or more part-time or full-time persons and  
 13 has manufactured, imported, distributed, or offered for use or sale in California one or more  
 14 items in each of the following selected categories of Fashion Accessories as defined in the  
 15 Consent Judgment (section 2.5) and that are Covered Products as defined in the Consent  
 16 Judgment (section 2.2) (check all that apply):

Fashion Accessories	Phthalate(s)
<input type="checkbox"/> Wallets and other coin or bill holders	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Handbags, purses, clutches and totes	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Belts	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Footwear	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Apparel, including gloves and headwear (and excluding sauna suits)	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Jewelry	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Key holders, keychains, and key caps	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Luggage tags and ID cases	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP

1	<input type="checkbox"/> Bag charms and zipper pulls	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
2	<input type="checkbox"/> Eyeglass cases	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
3	<input type="checkbox"/> Coverings/cases for mobile electronic devices	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
4	(e.g., for telephones, cameras, MP3 players,	
5	CDs/DVDs, and laptops)	
6	<input type="checkbox"/> Coverings for journal/address books (e.g., diaries,	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
7	planners, photo albums)	
8	<input type="checkbox"/> Cosmetic cases/bags	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
9	<input type="checkbox"/> Toiletry cases/bags	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
10		

11 4. One or more items within each above-selected category of Fashion Accessories  
12 contained, during the Relevant Period, Accessible Components as defined in the Consent  
13 Judgment (section 2.1) containing DEHP, BBP and/or DBP, as indicated.

14 5. The Company has not provided compliant Proposition 65 warnings in  
15 conjunction with the sale or use of the above-selected Covered Products in California during  
16 the Relevant Period.

17 6. The Opt-In Settling Defendant has not performed a risk or exposure assessment  
18 establishing that the above-selected Covered Products it offered for sale in California during  
19 the Relevant Period did not require Proposition 65 warnings with respect to the selected  
20 phthalate(s).

21 7. In conjunction with the execution of this Stipulation, the Company has provided  
22 the payments required of it under the Consent Judgment and shall make all future payments  
23 that may apply to the Company. The Company shall be bound by the injunctive relief  
24 provisions set forth in the Consent Judgment as it relates to the Covered Products.

25 8. At least 65 days prior to the entry of judgment pursuant to this Stipulation,  
26 Anthony E. Held, Ph.D., P.E. ("Dr. Held") shall, if plaintiffs have not already previously done  
27 so, serve a 60-day notice letter alleging certain violations of Proposition 65 with respect to  
28 sales of the above-selected Covered Products and, provided it has been mailed to the Company

1 at the address shown in Exhibit B, the Company agrees to be deemed to have accepted service  
2 of the 60-day notice letter.

3 9. The Company hereby stipulates to be deemed to have voluntarily accepted  
4 service of the summons and complaint in this Action upon the filing of this Stipulation and  
5 agrees to be subject to the jurisdiction of the Court for purposes of the Consent Judgment.

6 10. Future notices concerning this Stipulation and the Consent Judgment shall be  
7 provided to the Company through its designated contact as shown in Exhibit B attached hereto.  
8 If the Company desires to change the individual and/or address designated to receive notice on  
9 its behalf, the Company shall provide written notice to plaintiffs' counsel via certified mail,  
10 return receipt requested or overnight courier at the address listed in Section 7.1 and to Settling  
11 Defendants' designated contacts via email at the email addresses shown on their Exhibit B.

12 11. The undersigned have read, and the person and/or entity named below  
13 knowingly and voluntarily agree to be bound by, all terms and conditions of this Stipulation  
14 and the Consent Judgment as previously approved and entered by the San Francisco County  
15 Superior Court in this Action.

16 12. The undersigned has full authority to make the written representations above  
17 and to enter into this Stipulation for the person/entity on behalf of which he/she is signing.

18 **IT IS HEREBY STIPULATED AND AGREED TO:**

19  
20 By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
On Behalf of Plaintiffs,  
Anthony E. Held, Ph.D., P.E. and  
John Moore

21  
22 \_\_\_\_\_  
Name (printed/typed)

23  
24 \_\_\_\_\_  
Title (printed/typed)

25 On Behalf of:  
26 \_\_\_\_\_  
(Insert Company Name)

27 Opt-In Settling Defendant

28 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Exhibit A

**Name of Settling Defendant** (and relevant associated entities under common ownership):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Fashion Accessories Categories Applicable to above.** Select all that apply.

Fashion Accessories	Phthalate(s)
<input type="checkbox"/> Wallets and other coin or bill holders	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Handbags, purses, clutches and totes	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Belts	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Footwear	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Apparel, including gloves and headwear (and excluding sauna suits)	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Jewelry	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Key holders, keychains, and key caps	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Luggage tags and ID cases	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Bag charms and zipper pulls	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Eyeglass cases	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs, and laptops)	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Coverings for journal/address books (e.g., diaries, planners, photo albums)	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Cosmetic cases/bags	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
<input type="checkbox"/> Toiletry cases/bags	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP

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Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1 of the Consent Judgment

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

## Exhibit 2



## EXHIBIT 2

1. ACCO Brands Corporation
2. American Eagle Outfitters, Inc.
3. Beiersdorf, Inc.
4. Bio World Merchandising, Inc.
5. Brookstone Company, Inc.
6. The Burton Corporation
7. Byer California
8. Cels Enterprises, Inc.
9. Chateau International, Inc.
10. Claire's Boutiques, Inc.
11. Coldwater Creek Inc.
12. Connors, Fong & Mancuso, Inc.
13. D.M. Merchandising, Inc.
14. Dynasty Footwear, Ltd.
15. Euromarket Designs, Inc., DBA Crate  
& Barrel and CB2
16. Fantas Eyes, Inc.
17. Fantasia Accessories, Ltd.
18. FGX International Inc.
19. Forever 21, Inc.
20. Ganz Inc. and Ganz USA, LLC
21. Greenbrier International, Inc.
22. Heritage Travelware, Ltd.
23. H.H. Brown Shoe Company, Inc.
24. Horizon Group USA, Inc.
25. Inter-Pacific Corp.
26. Jeanmarie Creations, LLC
27. Lady Jayne Enterprises Inc. d/b/a Lady  
Jayne Ltd.
28. Markwins International Corporation
29. Natural Life, Inc.
30. Plano Molding Company
31. Schurman Fine Papers
32. Stylemark, Inc.
33. Umbra LLC
34. Vida Shoes International, Inc.
35. Westport Corporation
36. The Wet Seal, Inc.
37. Wicked Fashions, Inc.
38. Wilton Brands Inc.
39. The Yankee Candle Company, Inc.