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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

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

v.

S. GOLDBERG AND CO. INC.;
SGFOOTWEAR/MESSER GROUP, INC., *et al.*,
Defendants.

Case No. CGC-08-481439

**STIPULATION FOR ENTRY OF
JUDGMENT**

1 1. The following constitutes the knowing and voluntary election and stipulation of
2 the entity named below (“Company” or “Opt-In Defendant”) to join as a Settling Defendant
3 under the Consent Judgment previously entered by the Court in *Held v. S. Goldberg and Co.*
4 *Inc., et al.*, San Francisco Superior Court Case No. CGC-08-481439 (“Action”) and to be
5 bound by the terms of that Consent Judgment.

6 2. At any time during the one-year period prior to notice of entry of the
7 accompanying Consent Judgment through the present (“Relevant Period”), the Company has
8 employed ten or more part-time or full-time persons, and has manufactured, distributed,
9 offered for use or sold children’s shoes as defined in section 1.5 of the Consent Judgment
10 (“Covered Opt-In Products”). The Covered Opt-In Products manufactured, distributed, and or
11 sold during the Relevant Period did not or does not currently meet the Reformulation Standards
12 set forth for the Covered Opt-In Products in section 2.3 of the Consent Judgment. The
13 Company has not provided compliant Proposition 65 warnings in conjunction with the sale or
14 use of the Covered Opt-In Products in California at all times during the Relevant Period. The
15 Company has not conducted a risk or exposure assessment for the Covered Opt-In Products to
16 firmly establish that the use of such Covered Opt-In Products will result in an exposure in an
17 amount less than that deemed permissible in 27 Cal. Code Regs. §25805(b).

18 3. The Company agrees to be bound by the injunctive relief provisions of the
19 Consent Judgment as it relates to Covered Opt-In Products.

20 4. In conjunction with the execution of this Stipulation, the Company agrees to
21 provide the payments applicable to it as set forth and in the manner described in the Consent
22 Judgment. In this regard, the Company hereby represents and warrants that with respect to the
23 Covered Opt-In Products, it is a (check only one):

- 24 (a) **Standard Manufacturer, Distributor, or Retailer Opt-In Defendant**, or
25 (b) **Opt-In Defendant with *De Minimus* Sales**, i.e., combined sales in
26 California of less than 200 consumer units of Covered Opt-In Products in the
27 Relevant Period (attach to this Stipulation documentary support of low sales
28 volume(s) as specified in Section 13.3 of the Consent Judgment).

1 5. The Company, through the undersigned representative, attests under penalty of
2 perjury to the following facts: (1) it employed ten or more persons at any time during the
3 Relevant Period; (2) one or more of the Covered Opt-In Products identified by the Opt-In
4 Defendant were manufactured, imported, distributed, or offered for use or sale in California
5 without a “clear and reasonable” Proposition 65 warning during the Relevant Period; (3) one or
6 more of the Covered Opt-In Products identified by the Opt-In Defendant did not, during the
7 Relevant Period, comply with the Reformulation Standards in subsection 2.3 of this Consent
8 Judgment; (4) it has not performed a risk exposure assessment establishing that the Covered
9 Opt-In Products in question did not require a Proposition 65 warning; and (5) it is otherwise
10 unaware of evidence which would establish an affirmative defense to an enforcement action
11 under Proposition 65 with respect to all Covered Opt-In Products identified by the Opt-In
12 Defendant.

13 6. The Company agrees to be deemed to have accepted service of a 60-Day Notice
14 of Violation from plaintiff alleging certain violations of Proposition 65 with respect to sales of
15 the Covered Opt-In Products identified herein. The Company further agrees to be deemed to
16 have voluntarily accepted service of the summons and complaint in this Action upon the filing
17 of this Stipulation and agrees to be subject to the jurisdiction of the Court for purposes of the
18 Consent Judgment.

19 7. If the Company desires to change the individual and/or address designated to
20 receive notice and service on its behalf, the Company shall provide notice to plaintiff’s counsel
21 at the address in Section 9 of the Consent Judgment.

22 8. The undersigned have full authority to make the representations above and to
23 enter into this Stipulation for the entity on behalf of which he/she is signing.

24 9. The undersigned have read, and the person and/or entity named below
25 knowingly and voluntarily agree to be bound by, all terms and conditions of this Stipulation
26 and the Consent Judgment previously approved and entered by the San Francisco County
27 Superior Court in this Action.

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IT IS HEREBY STIPULATED AND AGREED TO:

By: [Signature]
(signature)

By: Anthony E Held
(signature)

On Behalf of Plaintiff Anthony Held, Ph.D., P.E.

~~Bill Taylor~~ WILLIAM J. TAYLOR
Name (printed/typed)

CHIEF FINANCIAL OFFICER
Title (printed/typed)

On Behalf of:
Nina Footwear Corp.
(Insert Company Name)

Opt-In Defendant

APPROVED
By Tony Held at 11:37 pm, Oct 11, 2010

Dated: 10/6/10

Dated: _____

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EXHIBIT A

Name of Opt-In Defendant: Nina Footwear Corp.

Address:

<u>Bill Taylor WILLIAM TAYLOR</u>	<u>Malcolm Weiss</u>
<u>Nina Footwear Corp.</u>	<u>Hunton & Williams LLP</u>
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