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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

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

Plaintiff,

v.

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

Defendants.

JOHN MOORE,

Plaintiff,

v.

KATE SPADE, LLC, *et al.,*

Defendants.

Case Nos. CGC-10-497729 and CGC-10-498981 (*Consolidated Herein*)

STIPULATION FOR ENTRY OF CONSENT JUDGMENT

Complaints Filed: March 11, 2010 and April 23, 2010

1. INTRODUCTION.

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

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

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

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

several of the Settling Defendants as defendants therein with respect to DEHP in Fashion Accessories they sold or offered for sale in California. Collectively, the *Moore v. Kate Spade* complaint and the *Held v. Aldo* complaint are referred to herein as the "Actions". Upon approval and entry of this Consent Judgment by the Court, Case Numbers CGC-10-497729 and CGC-10-498981 shall be deemed to have been consolidated by the Court for pre-trial purposes on its own motion and any judgment entered based on the Consent Judgment shall be filed in both Actions.

1.5 The Parties intend for this Consent Judgment to set an industry-wide DEHP Standard (as defined in Section 2.3 below) in Accessible Components (as defined in Section 2.1 below) of Fashion Accessories that manufacturers, importers, distributors, and retailers will implement following the time schedule set forth herein, and which will obviate the need for Proposition 65 warnings with regard to such Fashion Accessories.

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

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

2. DEFINITIONS.

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

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

2.3 "DEHP Standard" means a maximum concentration of DEHP by weight of 1,000 parts per million ("ppm") or less, in each Accessible Component.

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

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

2.6 "Initial Settling Defendants" means the defendants that have executed this Consent Judgment on or before September 10, 2010. Parents, subsidiaries, and affiliated entities that are under common ownership with an Initial Settling Defendant will be deemed to be included as Initial Settling Defendants under this Consent Judgment to the extent they are specifically denominated with the listing of the Initial Settling Defendant's name on Exhibit A.

2.7 "Manufactured" and "Manufactures" have the meaning defined in Section 3(a)(10) of the Consumer Product Safety Act ("CPSA") [15 U.S.C. § 2052(a)(10)], as amended from time to time.[1]

2.8 "Opt-In Settling Defendants" means the defendants that joined into this Consent Judgment pursuant to the procedure established in Section 8 below.

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

2.10 "Private Labeler" means an owner or licensee of a brand or trademark on the label or other packaging of a product which bears a private label; provided, however, that a Settling Defendant is not a Private Labeler due solely to the fact that its name, brand or trademark is visible on a sign or on the price tag of a Fashion Accessory that is not labeled with a third party's brand or trademark.

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

[1] As of August 23, 2010, the term "Manufactured" and "Manufactures" means to manufacture, produce, or assemble.

3. INJUNCTIVE RELIEF - REFORMULATION

3.1 DEHP Specification Compliance Date. No more than 30 days after the Effective Date, each Settling Defendant shall have provided the DEHP Standard to its then-current Vendors of Fashion Accessories that will be sold or offered for sale to California citizens and shall instruct each Vendor to use reasonable efforts to provide Fashion Accessories that comply with the DEHP Standard expeditiously. In addressing the obligation set forth in the preceding sentence, Settling Defendants shall not employ statements that will encourage a Vendor to delay compliance with the DEHP Standard.

3.2 Implementation of the DEHP Standard for Covered Products.

3.2.1 Commencing on December 15, 2011, a Settling Defendant shall not purchase, import, Manufacture, or supply to an unaffiliated third party any Covered Product that will be sold or offered for sale to California citizens that exceeds the DEHP Standard.

3.2.2 The deadline for meeting the DEHP Standard imposed pursuant to Section 3.2.1 above shall be extended to December 15, 2012, with respect to a Settling Defendant if the Settling Defendant requiring such an extension, provides a written notification to Plaintiffs and files a notice in this Court exercising such an election, on or before November 15, 2011. Such a Settling Defendant shall pay the additional penalty and reimbursement of Plaintiffs' attorneys' fees and costs associated with the exercise of such an election as more specifically set forth in Sections 5.1.1(d) and 5.1.1(e) below.

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

4. ENFORCEMENT

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

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

5. PAYMENTS

5.1 Payments.

5.1.1 Payments by Initial Settling Defendants. Except as provided for in subsection 5.1.1(c) below, each Initial Settling Defendant as identified on Exhibit A shall pay a base settlement amount totaling $43,000 within ten (10) business days after the Effective Date. Settlement payments shall be made and delivered as set forth in subsection 5.1.2(f).

The base amount shall be allocated as follows:

(a) $10,000 shall be for a civil penalty pursuant to Health and Safety Code Section 25249.7(b).[2]

[2] All statutory civil penalties shall be allocated, as follows: 25% shall be paid to Plaintiffs and the remaining 75% shall be paid to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA"). 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.

(b) $33,000 shall be for reimbursement of a portion of Plaintiffs' attorneys' fees and costs.

(c) If a Settling Defendant has identified itself in Exhibit A to this Consent Judgment with respect to only one category of the Fashion Accessories listed in Section 2.5 (i)-(xiv) above, and has previously received a 60-Day Notice of Violation for DEHP in a Covered Product with respect to that category of Fashion Accessory, in lieu of the base amount specified in Section 5.1.1 above, it may pay a reduced base settlement amount of $33,000; $5,000 of which shall be for a civil penalty pursuant to Health and Safety Code Section 25249.7(b) and $28,000 of which shall be for reimbursement of a portion of Plaintiffs' attorneys' fees and costs.

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

(e) Each Initial Settling Defendant that invokes the further option provided under Section 3.2.3 above shall, in addition to the combined amounts set forth in Section 5.1.1 and 5.1.1(d), pay, at the time it provides notification of such an election, an additional $26,000; $20,000 of which shall be for a civil penalty pursuant to Health and Safety Code Section 25249.7(b), $1,000 of which shall be for reimbursement of a portion of Plaintiffs' attorneys' fees and costs associated with Plaintiffs' oversight and recordkeeping in association with the exercise of such an election, and an additional $5,000 of which may be awarded by the Court to

Plaintiffs' counsel as reimbursement for Plaintiffs' attorneys fees and costs, if justified, with any balance of the remaining $5,000 not so awarded by the Court reverting to civil penalties.

5.1.2 Payments by Opt-In Settling Defendants.

(a) **Opt-In Settling Defendants That Have Received a 60 Day Notice of Violation.** Each Opt-In Settling Defendant that has received a 60 Day Notice of Violation for DEHP in a Covered Product, from either Plaintiff, shall, in conjunction with its exercise of Section 8 below, pay a base settlement amount of $46,000; $12,000 shall be for a civil penalty pursuant to Health and Safety Code Section 25249.7(b) and $34,000 shall be for reimbursement of a portion of Plaintiffs' attorneys' fees and costs.

(b) **Opt-In Settling Defendants That Have Received a 60 Day Notice of Violation and Wish to Opt-In for Only One Category of Fashion Accessory.** If an Opt-In Settling Defendant, in conjunction with its exercise of Section 8 below, elects to opt into the Consent Judgment with respect to only one category of the Fashion Accessories listed in Section 2.5 (i)-(xiv) above, and has previously received a 60-Day Notice of Violation for DEHP in a Covered Product with respect to that category of Fashion Accessory, in lieu of the amounts specified in Section 5.1.2(a) above, it may pay a reduced base settlement amount of $36,000; $8,000 shall be for a civil penalty pursuant to Health and Safety Code Section 25249.7(b) and $28,000 shall be for reimbursement of a portion of Plaintiffs' attorneys' fees and costs.

(c) **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 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

executes 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 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 Section 25249.7(b) and $24,000 shall be for reimbursement of a portion of Plaintiffs' attorneys' fees and costs.

(d) In addition to payments required above, any Opt-In Settling Defendant subject to an existing complaint concerning the presence of DEHP in a Covered Product that has been filed prior to the date upon which said Opt-In Settling Defendant exercises its option under Section 8 below, shall pay a supplemental charge of $20,000 to cover fees and expenses incurred by Plaintiffs for activities associated with the original filing of said existing complaint, on-going litigation, and/or activities associated with the subsequent dismissal of said complaint without prejudice.

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

(f) All settlement payments required by this Consent Judgment shall be paid by means of a check made payable to The Chanler Group Attorney-Client Trust Fund. The funds for Opt-In Settling Defendants shall be paid at the time they submit their Opt-In Stipulation pursuant to Section 8 below. All settlement payments required by this Consent Judgment shall be sent to the following address:

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

6. CLAIMS COVERED AND RELEASED

6.1 This Consent Judgment is a full, final and binding resolution between Plaintiffs on behalf of themselves and the public interest and each Settling Defendant, and their parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, and attorneys ("Defendant Releasees"), and each entity to whom they directly or indirectly distribute or sell Covered Products, including but not limited to distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and licensees ("Downstream Defendant Releasees") of any violation of Proposition 65 that was or could have been asserted in the Complaint against Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees, based on failure to warn about alleged exposure to DEHP contained in Fashion Accessories that were sold by a Settling Defendant prior to the Effective Date but only as to those categories of Fashion Accessories in Section 2.5 (i)-(xiv) above that are Covered Products and designated, for each Initial Settling Defendant on Exhibit A, and for each Opt-In Defendant in its respective Stipulation for Entry of Judgment pursuant to Section 8.2 below.

6.2 In further consideration of the promises and agreements herein contained, the injunctive relief commitments set forth in Section 3, and for the payments to be made pursuant to Sections 4 and 5, Plaintiffs on behalf of themselves, their past and current agents, representatives, attorneys, successors, and/or assignees, and in the interest of the general public, hereby waive all rights to institute or participate in, directly or indirectly, any form of legal action and release all claims, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "claims"), against Settling

Defendants and each of their Defendant Releasees. This release is limited to those claims that arise under Proposition 65 with respect to DEHP in the Covered Products, as such claims relate to the alleged failure to warn under Health & Safety Code §25249.6 and to only those categories of Fashion Accessories in Section 2.5 (i)-(xiv) above that are Covered Products and designated, for each Initial Settling Defendant on Exhibit A, and for each Opt-In Defendant, in its respective Stipulation for Entry of Judgment pursuant to Section 8.2 below.

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

6.4 Compliance with the terms of this Consent Judgment by a Settling Defendant constitutes compliance with Proposition 65 with respect to DEHP in that Settling Defendant's Covered Products.

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

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

7. NOTICE

7.1 When any Party is entitled to receive any notice under this Consent Judgment, the notice shall be sent by certified mail and electronic mail to the person identified in Exhibit B. Notices to Plaintiffs shall be addressed to:

The Chanler Group
Attn: Proposition 65 Coordinator
Parker Plaza
2560 Ninth Street, Suite 214
Berkeley, CA 94710

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

8. OPT-IN PROGRAM

8.1 This Consent Judgment is executed with the understanding that additional persons and entities who manufacture, distribute, sell, or offer for sale Fashion Accessories not primarily intended for use by persons ages twelve and younger, in the State of California or has done so in the past and who are not Initial Settling Defendants under this Consent Judgment may wish to subscribe to its terms. All Opt-In Defendants that have not already received a 60 Day Notice of Violation from the Plaintiff(s) concerning the type of Fashion Accessories they wish to address through the Opt-In must be able to certify that they have: (1) employed ten or more persons at any time within the Relevant Period;[3] (2) manufactured, imported, distributed, or offered for use or sale one or more such Covered Products that, during the Relevant Period, contain or contained the DEHP; and (3) sold and/or offered for use some such Covered Products in the State of California during the Relevant Period without "clear and reasonable" Proposition 65 warnings as that term is defined under 27 California Code of Regulations ("CCR") §25601. At any time, on or before January 31, 2011, prospective Opt-In Defendants who are willing to confirm these representations may become Settling Defendants hereunder by means of executing the Stipulation for Entry of Judgment as provided in subsection 8.2 below and making the payment required of them under Section 5.1.2 above.

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 Opt-In Defendant has manufactured, imported, distributed or offered for use or sale in California Covered Products and certifying to the following facts: (1) the Opt-In Defendant has employed ten or more persons at any time within the Relevant Period; (2) the Opt-In Defendant manufactured, imported, distributed or offered for use or sale in California one or more specifically identified categories of Fashion Accessories in Section 2.5 (i)-(xiv) above that are

[3] "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.

Covered Products without a "clear and reasonable" Proposition 65 warning during the Relevant Period, (3) the Opt-In Defendant knows or has reason to believe that one or more Covered Products contained, during the Relevant Period, Accessible Components comprised of more than 1,000 parts per million of DEHP; and (4) the Opt-In Defendant has not performed and shared with Plaintiffs a risk or exposure assessment establishing that the Covered Products it offered for sale in California during the Relevant Period did not require Proposition 65 warnings with respect to DEHP. Each Opt-In Defendant shall cooperate with Plaintiffs in providing additional information or representations necessary to enable Plaintiffs to issue a 60-day notice and Certificate of Merit concerning DEHP in the Covered Products ("Notice").

8.3 Not later than ninety (90) days after Plaintiffs receive a completed Opt-In Stipulation, any additional information or representations necessary to support a Notice, and the payment required pursuant to Section 5.1.2 above, Plaintiffs shall send a Notice pursuant to California Health & Safety Code §25249.7(d) to the Opt-In Defendant, to the Office of the California Attorney General, to every California district attorney, and to every California city attorney required to receive such a notice pursuant to Health & Safety Code §25249.7.

8.4 No earlier than seventy (70) days from the date specified in a Notice sent to an Opt-In Defendant and provided that no authorized public prosecutor of Proposition 65 has filed a lawsuit against that Opt-In Defendant with respect to DEHP in the Covered Products, Plaintiffs shall file in this Court an application for entry of any executed Opt-In Stipulation Plaintiffs have received pursuant to the above and shall serve notice thereof on all Initial Settling Defendants via email. Such application must be filed with the Court by September 15, 2011, at the latest unless the Court provides leave authorizing a later date. If the Court approves the application for entry of the Opt-In Stipulations, the Complaint shall be deemed to have been amended to specifically name the Opt-In Defendants that executed the Opt-In Stipulations as named defendants in this Action and each such Opt-In Defendant shall be deemed to have become a full Settling Defendant under this Consent Judgment and will likewise assume all applicable obligations and rights set forth under this Consent Judgment. In the event that an authorized public prosecutor of Proposition 65 files a lawsuit against an Opt-In Defendant with respect to DEHP in the Covered

Products prior to running of the sixty (60) day period established by a Notice issued by Plaintiffs pursuant to Section 8.3 above, Plaintiffs shall refund the full payment submitted to them by such an Opt-In Defendant and then have no further obligations to that Opt-In Defendant under this Section 8.

8.5 At the time Plaintiffs file the application for entry of the Opt-in Stipulations with the Court pursuant to Section 8.4 above, they shall prepare and file with the Court and serve on the Office of the California Attorney General, an application for approval of the attorneys' fees and cost reimbursement payments collected in conjunction with such Opt-In Stipulations pursuant to Section 5.1.2 above. The application shall be supported by one or more declarations reporting the results of the Opt-In program provided for in this Section 8, including all expenses and attorneys fees incurred by Plaintiffs' counsel with respect to the Opt-In Defendants and the Opt-In program relative to the attorneys' fee and cost reimbursement provided by Section 5.1.2 above. In the event that the application indicates that total amount of expenses and attorneys fees incurred by Plaintiffs' counsel with respect to the Opt-In program is less than the total amount of reimbursement provided pursuant to Section 5.1.2 above, the application shall provide that, upon approval of the application by the Court, Plaintiffs' counsel shall, within thirty (30) days, disgorge the difference to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA"). Notwithstanding the foregoing, Plaintiffs' counsel may offset any amount that would otherwise be disgorged pursuant to this Section with those attorneys fees and costs incurred with respect to their investigation, litigation and enforcement of this entire matter that exceed the payments made by the Settling Defendants.

9. ADDITIONAL ENFORCEMENT FOR NONCONFORMING NON-COVERED PRODUCTS.

9.1 If, on or after July 1, 2010, Plaintiffs allege that a Settling Defendant offered for retail sale to California consumers, or to a distributor for the purpose of retail sales in California, a product not primarily intended for use by persons ages twelve and younger that is not a Covered Product for an Initial Settling Defendant as specified on Exhibit A or for an Opt-In Defendant as specified on its Stipulation for Entry of Judgment pursuant to Section 8.2 above,

does not fall within the product categories of (i) sauna suits, (ii) exercise mats or exercise balls, (iii) window coverings or curtains, or (iv) vinyl flooring, and that contains DEHP in an amount that exceeds the DEHP Standard ("Nonconforming Non-Covered Product"), then prior to Plaintiffs serving a 60-Day Notice under Proposition 65 on such Settling Defendant, Plaintiffs shall provide a letter to the Settling Defendant and the Parties shall then proceed pursuant to this Section 9. The letter shall contain the following information: (a) the date the alleged violation was observed and the product was purchased, including a copy of the sales receipt; (b) the location or website at which the product was offered for sale; (c) a description of the product, including a picture thereof and a picture of identifying information appearing on the tag or label; and (d) data obtained by Plaintiffs regarding the product such as laboratory results associated with the testing of the product.

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

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

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

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

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

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

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

9.4.2 At least one of the person(s) identified by the Settling Defendant pursuant to Sections 9.2.1 or 9.2.2 is a person in the course of doing business as defined in Health & Safety Code § 25249.11(b) and (ii) has a principal place of business located within the United States.

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

9.6 If the Settling Defendant elects to proceed under this Section 9 and is not relieved of liability under Section 9.4., the Settling Defendant shall within sixty (60) days: (i) terminate its further distribution for sale of the Nonconforming Non-Covered Product in California (unless it is reformulated to meet the DEHP Standard within that time), (ii) pay a statutory penalty in the amount of $4,000 pursuant to Health and Safety Code Section 25249.7(b),

and (iii) pay $25,800 in reimbursement of a portion of attorneys' fees and costs incurred by Plaintiffs with respect to the notice.

9.7 If a Settling Defendant makes payments pursuant to Section 9.6 and at a later date Plaintiffs resolve the alleged violation with the direct or indirect Vendor, identified in Sections 9.2.1 or 9.2.2, of the Nonconforming Non-Covered Product, Plaintiffs shall notify the Settling Defendant and the Settling Defendant shall be entitled to a refund of the lesser amount of its contribution or the settlement amount paid by such Vendor. If the settlement or consent judgment between Plaintiffs and the direct or indirect Vendor of the Nonconforming Non-Covered Product does not provide for the refund to be paid directly by the Vendor to the Settling Defendant, then Plaintiffs shall pay the refund to the Settling Defendant within 15 days of receiving the Vendor's settlement payment.

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

10. COURT APPROVAL

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

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

11. ATTORNEYS' FEES

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

12. OTHER TERMS

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

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

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

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

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

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

12.7 The Parties, including their counsel, have participated in the preparation of this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

Anthony E Held

Signature

Date: **APPROVED** By Tony Held at 10:49 am, Aug 20, 2010

AGREED TO:

Plaintiff, JOHN MOORE

Signature

Date:

AGREED TO:

Defendant, _____
Entity

Signature

By: _____
Print Name

Its: _____
Title

Date: _____

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

_____
Signature

Date: _____

AGREED TO:

Plaintiff, JOHN MOORE

_____
Signature

Date: 8/20/10

AGREED TO:

Defendant, _____
Entity

_____
Signature

By: _____
Print Name

Its: _____
Title

Date: _____

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

Anthony E Held

Signature

Date: APPROVED By Tony Held at 10:49 am, Aug 20, 2010

AGREED TO:

Plaintiff, JOHN MOORE

Signature

Date:

AGREED TO:

Defendant, Phillips-Van Heusen Corporation
Entity

Pamela N Hootkin

Signature

By: PAMELA N HOOTKIN
Print Name

Its: SVP
Title

Date: 9/10/10

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

Anthony E Held
Signature

Date: APPROVED By Tony Held at 10:49 am, Aug 20, 2010

AGREED TO:

Plaintiff, JOHN MOORE

Signature

Date:

AGREED TO:

Defendant, Sears Roebuck and Co / Kmart Corporation
Entity

MARY Tortorice
Signature

By: Mary Tortorice
Print Name

Its: VP / Deputy General Counsel
Title

Date: 9/13/10

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

Anthony E Held

Signature

Date: APPROVED By Tony Held at 10:49 am, Aug 20, 2010

AGREED TO:

Plaintiff, JOHN MOORE

Signature

Date:

AGREED TO:

Defendant, Loungefly, Inc.
Entity

Signature

By: Trevor Schultz
Print Name

Its: CEO
Title

Date: 9/10/2010

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

_____
Signature

Date: _____

AGREED TO:

Plaintiff, JOHN MOORE

_____
Signature

Date: _____

AGREED TO:

Defendant, _____
Aldo US Inc.

_____
Signature

By: ROBERT RAVEN
Print Name

Its: VICE PRESIDENT FINANCE & TREASURY, ASSISTANT SECRETARY AND TREASURER
Title

Date: SEPTEMBER 10, 2010

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

_____
Signature

Date: _____

AGREED TO:

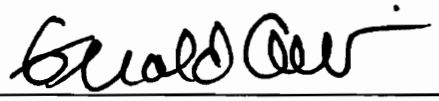
Plaintiff, JOHN MOORE

_____
Signature

Date: _____

AGREED TO:

Defendant, HELEN OF TROY LP, BY HELEN OF TROY NEVADA CORPORATION (GENERAL PARTNER)
Entity



Signature

By: GERALD J. RUBIN
Print Name

Its: PRESIDENT, CEO & CHAIRMAN
Title

Date: 08/25/2010

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

Signature

Date:

AGREED TO:

Plaintiff, JOHN MOORE

Signature

Date:

AGREED TO:

Defendant, Acme Accessories, Inc.

Jennifer Sebestian
Director of Licensing
Acme Accessories, Inc.

Date: September ____, 2010

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

_____
Signature

Date:_____

AGREED TO:

Plaintiff, JOHN MOORE

_____
Signature

Date:_____

AGREED TO:

Defendant, BUENO OF CALIFORNIA, INC.
Entity


Signature

By: TSUGUYA SAEKI
Print Name

Its: CFO
Title

Date: 4-26-10

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

_____
Signature

Date: _____

AGREED TO:

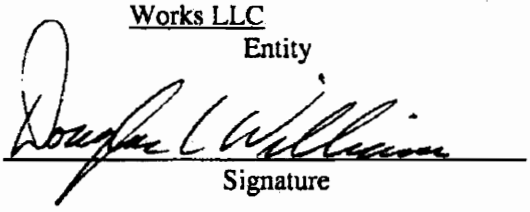
Plaintiff, JOHN MOORE

_____
Signature

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: August 27, 2010

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

_____
Signature

Date:_____

AGREED TO:

Plaintiff, JOHN MOORE

_____
Signature

Date:_____

AGREED TO:

Defendant, Trebbianno, LLC
Entity


Signature

By: Richard Schaefer
Print Name

Its: CFO
Title

Date: 8/31/2010

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

_____
Signature

Date: _____

AGREED TO:

Plaintiff, JOHN MOORE

_____
Signature

Date: _____

AGREED TO:

Defendant. Fossil, Inc.
Entity

Mark Quick
Signature

By: Mark Quick
Print Name

Its: Vice Chairman
Title

Date: September 2, 2010

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

_____
Signature

Date: _____

AGREED TO:

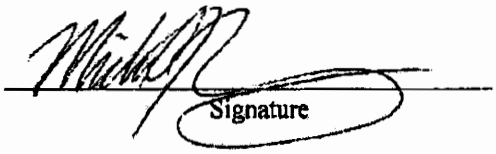
Plaintiff, JOHN MOORE

_____
Signature

Date: _____

AGREED TO:

Defendant, Collective Brands, Inc.
Entity


Signature

By: Michael J. Massey
Print Name

Its: Senior Vice President and General Counsel
Title

Date: Sept. 7, 2010

This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any 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.

_____
Signature

Date: _____

AGREED TO:

Plaintiff, JOHN MOORE

_____
Signature

Date: _____

AGREED TO:

Defendant, Steven Madden, Ltd.
Entity

_____
Signature

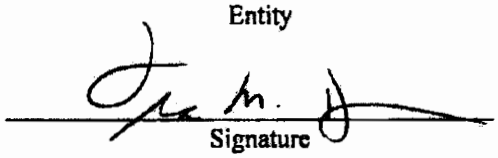
By: EDWARD ROSENFELD
Print Name

Its: CEO
Title

Date: SEPTEMBER 10, 2010

AGREED TO:

Defendant, Jones Apparel Group, Inc.
Entity



Signature

By: Ira M. Dansky
Print Name

Its: Executive Vice President, Secretary and General Counsel
Title

Date: September 7, 2010

[redacted]

AGREED TO:

Defendant, Liz Claiborne, Inc. / Kate Spade
Entity

Signature

By: Daryl Brown
Print Name

Its: Vice President Global Business Ethics & Compliance
Title

Date: August 27, 2010

[redacted]

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

Exhibit A

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

Phillips-Van Heusen Corporation and its subsidiaries.

_____.

_____.

_____.

_____.

_____.

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

X Wallets and other coin or bill holders

X Handbags, purses, clutches and totes

X Belts

X Footwear

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

X Jewelry

X Key holders, keychains, and key caps

X Luggage tags and ID cases

X Bag charms and zipper pulls

X Eyeglass cases

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

X Coverings for journal/address books

X Cosmetic cases/bags

X Toiletry cases/bags

Exhibit A

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

Sears Roebuck and Co. / Kmart Corporation and their subsidiaries.

_____.

_____.

_____.

_____.

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

X Wallets and other coin or bill holders

X Handbags, purses, clutches and totes

X Belts

X Footwear

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

X Jewelry

X Key holders, keychains, and key caps

X Luggage tags and ID cases

X Bag charms and zipper pulls

X Eyeglass cases

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

X Coverings for journal/address books

X Cosmetic cases/bags

X Toiletry cases/bags

Exhibit A

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

Loungefly, Inc.

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

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

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

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

_x_ 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

_x_ Cosmetic cases/bags

_x_ Toiletry cases/bags

Exhibit A

Name of Settling Defendant (and relevant separately-listed entities under common ownership):

Acme Accessories, Inc.

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

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

Exhibit A

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

BUENO OF CALIFORNIA, 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

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

Exhibit A

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

Trebbiano, LLC
29 West 35th
New York, NY 10001
212 868 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

Exhibit A

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

Fossil, Inc.

Fossil Stores I, 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

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):

X Wallets and other coin or bill holders

X Handbags, purses, clutches and totes

X Belts

X 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):

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):

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

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):

X Wallets and other coin or bill holders

X Handbags, purses, clutches and totes

X Belts

X Footwear

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

X Jewelry

___ Key holders, keychains, and key caps

X Luggage tags and ID cases

___ Bag charms and zipper pulls

X Eyeglass cases

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

___ Coverings for journal/address books

X Cosmetic cases/bags

X Toiletry cases/bags

Exhibit A

Name of Settling Defendant (and relevant associated entities under common ownership):
Liz Claiborne, Inc. / Kate Spade

Axcess	Ruby and Mila
Villager	Mac and Jac
Kensie	Juicy Couture
Lucky Brand	Kate Spade/Jack Spade
DKNY Jëans	DKNY Active
DKNY Mens	Liz & Co
Liz Claiborne	Claiborne
Liz Claiborne NY	

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

X Wallets and other coin or bill holders

X Handbags, purses, clutches and totes

X Belts

X Footwear

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

X Jewelry

X Key holders, keychains, and key caps

X Luggage tags and ID cases

X Bag charms and zipper pulls

X Eyeglass cases

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

X Coverings for journal/address books

X Cosmetic cases/bags

X Toiletry cases/bags

EXHIBIT B

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

Susan M. Rosenfeld Name	Michael J. Steel Name
Associate General Counsel – Intellectual Property Title	Partner Title
Phillips-Van Heusen Corporation	Morrison & Foerster LLP
200 Madison Avenue Address Line 1	425 Market Street Address Line 1
New York, NY 10016 Address Line 2	San Francisco, CA 94105 Address Line 2
susanrosenfeld@pvh.com Email Address	MSteel@mofo.com Email Address

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

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

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

Trevor Shultz Name	Jeffrey B. Margulies Name
CEO Title	Fulbright & Jaworski L.L.P. Title
923 Oso Avenue Address Line 1	555 South Flower Street, 41st Floor Address Line 1
Chatsworth, CA 91311 Address Line 2	Los Angeles, CA 90017 Address Line 2
 Email Address	jmargulics@fulbright.com 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

Name	and Robert Falk Name
Office of General Counsel Title	Morrison + Foerster Title
1 Helen of Troy Plaza Address Line 1	425 Market Street, 32nd fl. Address Line 1
El Paso, Texas 79912 Address Line 2	San Francisco, CA 94105 Address Line 2
vcarson@hotus.com; wbass@hotus.com Email Address	RfalK@mofo.com Email Address

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

Paul Lin	Jennifer Sebenius
Name	Name
Jones Day, Partner	Director of Licensing
Title	Title
555 South Flower Street	4201 Baldwin Avenue
Address Line 1	Address Line 1
Los Angeles, CA 90071	El Monte, CA 91731
Address Line 2	Address Line 2
pclin@jonesday.com	jennifer@acmeacc.com
Email Address	Email Address

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

Tsuguya Saeki	
Name	Name
CFO	
Title	Title
13607 Cardin Drive	
Address Line 1	Address Line 1
Santa Fe Springs, CA 90670	
Address Line 2	Address Line 2
Tsaeki@buenobevs.com	
Email Address	Email Address

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

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

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

John Allen	Richard Schaefer
Name	Name
Attorney	CFO
Title	Title
Allen Matkins Leck Gamble Mallory & Natsis LLP	Trebbianno, LLC
Address Line 1	Address Line 1
515 South Figueroa St. 7th floor	29 West 35th St.
Address Line 2	Address Line 2
Los Angeles, CA 90071-3398	New York, NY 10001
Email Address	Email Address
jallen@allenmatkins.com	rschaefer@tlk.net

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

General Counsel	Robert Falk
Name	Name
Fossil, Inc.	Morrison Foerster LLP
Title	Title
2280 North Greenville Ave.	425 Market Street, 32nd Floor
Address Line 1	Address Line 1
Richardson, TX 75082	San Francisco CA 94105
Address Line 2	Address Line 2
legal@fossil.com	RFalk@MoFo.com
Email Address	Email Address

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

Michael J. Massey Name	Michael Morant Name
Senior Vice President and General Counsel Title	Counsel Title
3231 SE Sixth Avenue Address Line 1	3231 SE Sixth Avenue Address Line 1
Topeka, Kansas 66607 Address Line 2	Topeka, Kansas 66607 Address Line 2
Michael.Massey@collective brands.com Email Address	Michael.Morant@collective brands.com Email Address

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

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

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

Beth Barban Dorfsman	
Name	Name
Senior Vice President and Deputy General Counsel	
Title	Title
1129 Westchester Avenue	
Address Line 1	Address Line 1
White Plains, NY 10604	
Address Line 2	Address Line 2
Beth_Dorfsman@jny.com	
Email Address	Email Address

Exhibit B

Person(s) to receive Notices Pursuant to Section 7.1

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

n/1

EXHIBIT C

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

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

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.

JOHN MOORE,

Plaintiff,

v.

KATE SPADE, LLC, *et al.,*

Defendants.

Case Nos. CGC-10-497729 and CGC-10-498981 (Consolidated Herein)

STIPULATION FOR ENTRY OF JUDGMENT

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

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

- □ 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

3. The terms of the Consent Judgment apply to the Opt-In Settling Defendant only as to those categories of Fashion Accessories selected above, which are also Covered Products.

4. One or more items within each selected category of Fashion Accessories contained, during the Relevant Period, Accessible Components as defined in the Consent Judgment (section 2.1) containing DEHP.

5. The Company has not provided compliant Proposition 65 warnings in conjunction with the sale or use of all such Covered Products in California during the Relevant Period.

6. The Opt-In Settling Defendant has not performed a risk or exposure assessment establishing that the Covered Products it offered for sale in California during the Relevant Period did not require Proposition 65 warnings with respect to DEHP.

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

8. At least 65 days prior to the submission of this Stipulation to the Court for entry, Anthony E. Held, Ph.D., P.E. ("Dr. Held") shall serve a 60-day notice letter alleging certain violations of Proposition 65 with respect to sales of the Covered Products and, provided it has been mailed to the Company at the address shown in Exhibit B, the Company agrees to be deemed to have accepted service of the 60-day notice letter.

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

10. Future notices concerning this Stipulation and the Consent Judgment shall be provided to the Company through its designated contact as shown in Exhibit B of the Consent Judgment. If the Company desires to change the individual and/or address designated to receive notice on its behalf, the Company shall provide written notice to plaintiffs' counsel via certified mail, return receipt requested or overnight courier at the address listed in Section 7.1

and to Settling Defendants' designated contacts via email at the email addresses shown on Exhibit B of the Consent Judgment.

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

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

IT IS HEREBY STIPULATED AND AGREED TO:

By: _____
(signature)

_____
Name (printed/typed)

_____
Title (printed/typed)

On Behalf of:

_____
(Insert Company Name)

Opt-In Settling Defendant

Dated: _____

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

Dated: _____