

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

Attorneys for Plaintiffs
7 ANTHONY E. HELD, Ph.D., P.E. and
JOHN MOORE
8
9
10

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN FRANCISCO
13 UNLIMITED JURISDICTION
14

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

v.

17 ALDO U.S., INC., ALDO GROUP, INC, *et al.*,
18 Defendants.

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

19
20
21
22
23
24
25
26
27
28
STIPULATION FOR ENTRY OF JUDGMENT

20 JOHN MOORE,

Plaintiff,
21

v.

22 KATE SPADE, LLC, *et al.*,
23 Defendants.
24
25
26
27
28

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 Consent Judgment previously entered by the Court in the above-captioned
4 actions, *Held v. Aldo U.S., Inc. and Aldo Group, Inc., et al.*, San Francisco Superior Court Case
5 No. CGC-10-497729 and *Moore v. Kate Spade, LLC., et al.*, San Francisco Superior Court
6 Case No. CGC-10-498981, consolidated therein, (the “Action”) and to be bound by the terms
7 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 selected on Exhibit A, attached hereto, which are
10 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 for which no previous Proposition 65 notice has
17 been issued by plaintiff):

- 18 Wallets and other coin or bill holders
- 19 Handbags, purses, clutches and totes
- 20 Belts
- 21 Footwear
- 22 Apparel, including gloves and headwear (and excluding sauna suits)
- 23 Jewelry
- 24 Key holders, keychains, and key caps
- 25 Luggage tags and ID cases
- 26 Bag charms and zipper pulls
- 27 Eyeglass cases

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 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

4. One or more items within each above-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 the above-selected 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 above-selected 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 above-selected 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 attached hereto.

1 If the Company desires to change the individual and/or address designated to receive notice on
2 its behalf, the Company shall provide written notice to plaintiffs' counsel via certified mail,
3 return receipt requested or overnight courier at the address listed in Section 7.1 and to Settling
4 Defendants' designated contacts via email at the email addresses shown on their Exhibit Bs.

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

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

11
12 **IT IS HEREBY STIPULATED AND AGREED TO:**

13
14 By: David D. Reynolds
15 (signature)

16 By: John V. Moore
17 On Behalf of Plaintiffs,
18 Anthony E. Held, Ph.D., P.E. and
19 John Moore

20 David D. Reynolds
21 Name (printed/typed)

22 Chief Financial Officer
23 Title (printed/typed)

24 On Behalf of:

25 BioWorld Merchandising, Inc.
26 (Insert Company Name)

27 Opt-In Settling Defendant

28 Dated: December 27, 2010

Dated: 12/29/10

Exhibit A

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

DBA - BioDomes

Trademarks: Virtis, Anoma,

Tracts, Explicit, Ellum Supply Co,

Lock Up, Walnut & 39th,

Vintage Stone, Surferown,

Made Right, Free Authority,

Freuks & Friends

Fashion Accessories Categories Applicable to above. Select all categories for which a Proposition 65 notice for DEHP has previously been issued by plaintiffs, as well as the additional categories selected in the Opt-In Stipulation.

- 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 B

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

David D. Reynolds
Name

Chief Financial Officer
Title
BioWorld Merchandising, Inc.
2111 W. Walnut Hill Lane
Address Line 1

Irving, TX 75038
Address Line 2

DavidR@bioworldmerch.com
Email Address

John J. Allen
Name

Partner - Attorney
Title
AllenMatkinsLeckGamble Mallory
& Natsis LLP
Address Line 1

515 S. Figueroa Street 7th Flr.
Los Angeles, CA 90071
Address Line 2

jallen@allenmatkins.com
Email Address