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8 Berkeley, CA 94710-2565  
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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.

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           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  
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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  
15 By: 

(signature)

16 Reuben Carranza

17 Name (printed/typed)

18 Director, North American Regional Business Unit, P&G Salon Professional

19 Title (printed/typed)

20 On Behalf of:

21 The Procter & Gamble Distributing LLC

22 (Insert Company Name)

23 Opt-In Settling Defendant

24 Dated: 1/28/11

By: 

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

Dated: 1/28/11

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Exhibit A

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

The Procter & Gamble Distributing LLC  
and its parents, subsidiaries and affiliates,  
including but not limited to,  
Wella Corporation  
Nioxin Company  
\_\_\_\_\_

**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

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Exhibit B

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

Carolyn Collins  
Name  
Partner  
Title  
Nixon Peabody LLP  
Address Line 1  
One Embarcadero Center, 18th Floor  
Address Line 2  
San Francisco, CA 94111  
Email Address  
ccollins@nixonpeabody.com

Joseph P. Suarez  
Name  
Senior Counsel  
Title  
The Procter & Gamble Company  
Address Line 1  
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Cincinnati, OH 45202  
Email Address