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11
12 Attorneys for Plaintiffs
13 ANTHONY E. HELD, Ph.D., P.E. and
14 JOHN MOORE
15

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

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

16 v.

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

Lead Case No. CGC-10-497729

**AMENDED STIPULATION FOR
ENTRY OF JUDGMENT**

19
20 JOHN MOORE,

21 Plaintiff,

22 v.

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

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

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

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

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

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

10
11 4. One or more items within each above-selected category of Fashion Accessories
12 contained, during the Relevant Period, Accessible Components as defined in the Consent
13 Judgment (section 2.1) containing DEHP, BBP and/or DBP, as indicated.

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

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

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

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

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

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

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

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

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

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

19 By: Edward Haddad
20 (signature)

21 By: [Signature]
22 On Behalf of Plaintiffs,
23 Anthony E. Held, Ph.D., P.E. and
24 John Moore

25 Edward Haddad
26 Name (printed/typed)

27 Vice President Intellectual Property
28 Title (printed/typed)

On Behalf of:
New Balance Athletic Shoe, Inc
(Insert Company Name)

Opt-In Settling Defendant

Dated: April 27, 2011

Dated: 5/9/11

Exhibit A

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

New Balance Athletic Shoe, Inc

MJ Soffe, Inc

Delta Apparel, Inc

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

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

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Exhibit B

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

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Title
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