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Laurence D. Haveson (Bar No. 152631)
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7 ANTHONY E. HELD, Ph.D., P.E. and
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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.
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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.¹

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
X Footwear	x DEHP x BBP x 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

25 _____
 26 ¹ ACI acts as a buying/purchasing agent for Fashion Accessories covered in this agreement and, in this role,
 27 is deemed to have “distributed or otherwise transferred” the Covered Products as specified in Section 2.2 of the
 28 Consent Judgment. Said retailers and distributors are hereby deemed to be “Downstream Defendant Releasees” as
 specified in Section 6.1 of the Consent Judgment.

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2	<input type="checkbox"/> Jewelry	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
3	<input type="checkbox"/> Key holders, keychains, and key caps	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
4	<input type="checkbox"/> Luggage tags and ID cases	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
5	<input type="checkbox"/> Bag charms and zipper pulls	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
6	<input type="checkbox"/> Eyeglass cases	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
7	<input type="checkbox"/> Coverings/cases for mobile electronic devices	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
8	(e.g., for telephones, cameras, MP3 players,	
9	CDs/DVDs, and laptops)	
10	<input type="checkbox"/> Coverings for journal/address books (e.g., diaries,	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
11	planners, photo albums)	
12	<input type="checkbox"/> Cosmetic cases/bags	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP
13	<input type="checkbox"/> Toiletry cases/bags	<input type="checkbox"/> DEHP <input type="checkbox"/> BBP <input type="checkbox"/> DBP

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

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

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

24 7. In conjunction with the execution of this Stipulation, the Company has provided
25 the payments required of it under the Consent Judgment and shall make all future payments
26 that may apply to the Company. The Company shall be bound by the injunctive relief
27 provisions set forth in the Consent Judgment as it relates to the Covered Products.
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1 8. At least 65 days prior to the entry of judgment pursuant to this Stipulation,
2 Anthony E. Held, Ph.D., P.E. ("Dr. Held") shall, if plaintiffs have not already previously done
3 so, serve a 60-day notice letter alleging certain violations of Proposition 65 with respect to
4 sales of the above-selected Covered Products and, provided it has been mailed to the Company
5 at the address shown in Exhibit B, the Company agrees to be deemed to have accepted service
6 of the 60-day notice letter.

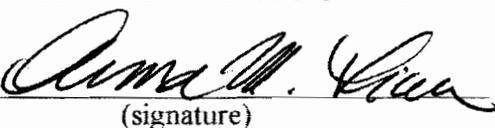
7 9. The Company hereby stipulates to be deemed to have voluntarily accepted
8 service of the summons and complaint in this Action upon the filing of this Stipulation and
9 agrees to be subject to the jurisdiction of the Court for purposes of the Consent Judgment.

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

16 11. The undersigned have read, and the person and/or entity named below
17 knowingly and voluntarily agree to be bound by, all terms and conditions of this Stipulation
18 and the Consent Judgment as previously approved and entered by the San Francisco County
19 Superior Court in this Action. The Court's approval and entry of this Amended Opt-In
20 Stipulation confirms that the terms of the Amended Consent Judgment as noted herein shall
21 apply with respect to the Company.

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

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

25 By: 
26 (signature)

27 Anna M. Liao

25 By: 
26 On Behalf of Plaintiffs,
27 Anthony E. Held, Ph.D., P.E. and
28 John Moore

28 Name (printed/typed)

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Vice President and General Counsel
Title (printed/typed)

On Behalf of:

ACI International
(Insert Company Name)

Opt-In Settling Defendant

Dated: 5-20-2011

Dated: 6/2/11

1 Exhibit A

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

3 ACI International

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5 _____

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8 **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

Anna M. Liau
Name

Vice President + General Counsel
Title

ACI International
Address Line 1
844 Moraga Drive
Los Angeles, CA 90049
Address Line 2

aliau@aciint.com
Email Address

Sean McMillan
Name

Shareholder, Greenberg Traurig
Title

2450 Colorado Ave. Ste 400E
Address Line 1
Santa Monica, CA 90404
Address Line 2

mcmillan@gtlaw.com
Email Address