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6 Consumer Advocacy Group, Inc.

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 27 2013

Sheri R. Carter, Executive Officer/Clerk
By E. Verner, Deputy

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

11 CONSUMER ADVOCACY GROUP, INC., in
the public interest,
12
Plaintiff,
13
v.
14 99 CENTS ONLY STORES, a business entity,
15 form unknown; DELUXE IMPORTS, a
business entity, form unknown
16
Defendants.

CASE NO. BC437195
~~PROPOSED~~ CONSENT JUDGMENT
Health & Safety Code § 25249.5 *et seq.*
Judge: Hon. Malcolm H. Mackey
Dept.: 55
Complaint: May 6, 2010
Trial: May 20, 2013

19 **1. INTRODUCTION**

20 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
21 ADVOCACY GROUP, INC. (referred to as “CAG) acting on behalf of itself and in the interest of
22 the public, and defendants, 99 CENTS ONLY STORES dba DELUXE IMPORTS (“99 CENTS”),
23 (99 CENTS herein referred to as the “Defendant” or “Settling Entity”) with each a Party to the
24 action and collectively referred to as “Parties.”

25 1.2 Defendant employs ten or more persons, and is a person in the course of doing
26 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California
27 Health & Safety Code §§ 25249.6 *et seq.* (“Proposition 65”) Defendant 99 CENTS ONLY

1 STORES also does business as DELUXE IMPORTS, Bargain Wholesale, and Momentum
2 Brands. CAG and Settling Entity are collectively referred to herein as the "Parties."

3 1.3 Covered Products and Noticed Chemicals

4 1.3.1 Covered Products: In the above entitled lawsuit ("Action"), CAG alleges
5 that Defendant made available for sale and distribution in the State of California the following
6 products: (1) "Regent Garden Tool Transplant Trowel," (2) "Regent Garden Tool Regular
7 Trowel," (3) "Regent Garden Tool Cultivator," (4) "Power +Plus 16ft Measuring Tape (#MU-
8 34345)," (5) "Power +Plus Screwdriver and Sockets Tools Set (#RGD-14)," (6) "24" Christmas
9 Tree (#151090) with 'Flame Resistance' and 'Tarnish Proof,'" (7) "Small Silver Plastic Flashlight
10 with Black Rubber Grip Handle (6" in length and 1 1/2" in lens diameter)," (8) "Toolmart™
11 Magnetic Screwdriver/Bit Set Item # 25312," (9) "Toolmart™ 25ft x 1in Tape Measure With
12 "Easy Read" Measurements Item # 13290," (10) "18" Wreath Flame Resistance Tarnish Proof,"
13 (11) "Circuit Tester 6v and 12v Systems," (12) "Hands Free Headset for Mobile Phones," (13)
14 "Go Stereo™ Ear Buds," (14) "Screwdrivers (6 in 1 Screwdriver, Item 173674, "Distributed By
15 Aimco Accent, Monterey Park, CA 91754")," (15) "Women's Fun Flip-Flops, Pink with Multi-
16 colored Floral design, Blue Strap and Sole, Distributed by BW Brands Inc.," and 'Flip Flops,' ,
17 'Distributed by Momentum Brands, Commerce, CA 90023,'" (16) "Hip Gear™ SP/DS Clip
18 Earphones," (17) "Tempo® Car Visor Tissue Holders," (18) "Wallets, including but not limited
19 to Brown Faux Leather Wallet," (19) Headsets, including but not limited to "Hands Free Set for
20 Both IPHONE and Blackberry with 3.5mm Pin, HFS00263" (20) "Large Plastic Coated Paper
21 Clips, including but not limited to Teachers Choice 180 Pc Stationary Kit," (21) "Kitchen Trends
22 TM Vinyl Placemat" (22) "Grip Liner" "Thicker" "Made in China" "ITEM # DPGM-12E4FA-01"
23 "Grip Liner 12" x 4ft. 30,4 cm x 121,9 cm" "Non-Adhesive Non-Slip Liner Washable," (23)
24 "Compact Squeegee w/Scrub Sponge" (24) "21 PCS T-Handle Screwdriver and Bit Set Item No.
25 #150277, "Distributed by AIMCO/ACCENT, Monterey Park, CA 91754" (25) "Pencil Pouch,
26 including but not limited to 'Pencil Pouch' 'Better Everyday' 'Item #565250' 'Distributed by
27 Momentum Brands, Commerce, CA 90023,'" and (26) Easy Reader's™ Reading Glasses
28 including but not limited to "Easy Reader's™ Power +1.50 Reading Glasses" and "Easy

1 Reader's™ Power +1.75 Reading Glasses.” (All of the foregoing products in paragraph 1.3.1 are
2 collectively referred herein to as the “Covered Products”).

3 1.3.2 Noticed Chemicals: The Covered Products allegedly contain (1) Lead
4 and/or (2) Di (2-ethylhexyl) phthalate (“DEHP”), chemicals known to the State of California to
5 cause cancer and birth defects or other reproductive harm. The Covered Products also allegedly
6 contain Di-*n*-butyl Phthalate (“DBP”), a chemical known to the State of California to cause
7 reproductive harm. (Lead, DEHP, and DBP are hereinafter referred to as the “Noticed
8 Chemicals.”)

9 1.4 Notices of Violations

10 1.4.1 Pursuant to the table 1.4.1 below, Plaintiff gave notice of alleged violations
11 of Health and Safety Code section 25249.6, subject to a private action to the Settling Entities, the
12 California Attorney General, County District Attorneys, and City Attorneys for each city
13 containing a population of at least 750,000 people in whose jurisdictions the violations allegedly
14 occurred, concerning:

15 **Table 1.4.1:**

No.	Date Notice Served	Description of Violation	Chemical
1	06/01/2009	Regent Garden Tool Transplant Trowel. (“June 1, 2009 Notice.”)	Lead
2	11/02/2009	Regent Garden Tool Regular Trowel. (“November 2, 2009 Notice.”)	Lead
3	11/23/2009	(1) Regent Garden Tool Cultivator, (2) Power +Plus 16ft Measuring Tape (#MU- 34345), (3) Power +Plus Screwdriver and Sockets Tools Set (#RGD-14), and (4) 24” Christmas Tree (#151090) with “Flame Resistance” and “Tarnish Proof.” (“November 23, 2009 Notice.”)	Lead
4	12/23/2009	Small Silver Plastic Flashlight with Black Rubber Grip Handle (6” in length and 1 ½” in lens diameter). (“December 23, 2009 Notice.”)	Lead
5	07/23/2010	(1) Toolmart™ Magnetic Screwdriver/Bit Set Item # 25312; and (2) Toolmart™ 25ft x 1in Tape Measure With “Easy Read” Measurements Item # 13290	Lead

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6	08/19/2010	18" Wreath, Flame Resistance, Tarnish Proof	Lead
7	12/27/2010	Circuit Tester 6v and 12v Systems ("December 27, 2010 Circuits Notice")	Lead
8	12/27/2010	Hands Free Headset for Mobile Phones ("December 27, 2010 Headset Notice")	Lead
9	12/27/2010	Go Stereo™ Ear Buds (December 27, 2010 Go Stereo Notice")	Lead
10	6/15/2011	Screwdrivers (6 in 1 Screwdriver, Item 173674, "Distributed By Aimco Accent, Monterey Park, CA 91754") ("June 15, 2011 Notice")	Lead
11	07/06/2011	"Women's Fun Flip-Flops, Pink with Multi- colored Floral design, Blue Strap and Sole, Distributed by BW Brands, Inc." ("July 6, 2011 Notice")	DEHP & DBP
12	07/22/11 & 10/17/2011	Hip Gear™ SP/DS Clip Earphones ("July 22, 2011 Hip Notice")	Lead
13	07/22/2011	Tempo® Car Visor Tissue Holder ("July 22, 2011 Tempo Notice.")	DEHP
14	07/22/2011	Wallets, including but not limited to Brown Faux Leather Wallet ("July 22, 2011 Wallet Notice")	Lead
15	07/25/2011	Headsets, including but not limited to Hands Free Set for Both IPHONE and Blackberry with 3.5mm Pin, HFS00263 (July 25, 2011 Notice")	Lead
16	08/01/2011	"Flip Flops," "Ladies," "Distributed by Momentum Brands, Commerce, CA 90023." ("August 1, 2011 Notice")	DBP
17	08/26/2011	Large Plastic Coated Paper Clips (Teachers Choice 180 Pc Stationary Kit) ("August 26, 2011 Notice")	Lead
18	08/31/2011	Kitchen Trends TM Vinyl Placemat ("August 31, 2011 Placemat Notice")	DEHP
19	08/31/2011	"Grip Liner" "Thicker" "Made in China" "ITEM # DPGM-12E4FA-01" "Grip Liner 12" x 4ft. 30,4 cm x 121,9 cm" "Non- Adhesive Non-Slip Liner Washable" ("August 31, 2011 Liner Notice")	DEHP
20	09/06/2011	Compact Squeegee w/Scrub Sponge ("September 6, 2011 Notice")	Lead
21	10/17/2011	21 PCS T-Handle Screwdriver and Bit Set, Item No. #150277, "Distributed by AIMCO/ACCENT, Monterey Park, CA 91754" ("October 17, 2011 Notice")	DEHP
22	10/21/2011	"Pencil Pouch, including but not limited to 'Pencil Pouch' 'Better Everyday' 'Item	DEHP

		#565250' 'Distributed by Momentum Brands, Commerce, CA 90023,'” (“October 21, 2011 Notice”)	
23	11/09/2011	Easy Reader’s™ Reading Glasses including but not limited to “Easy Reader’s™ Power +1.50 Reading Glasses” and “Easy Reader’s™ Power +1.75 Reading Glasses.” (“November 9, 2011 Notice”)	DEHP

1.4.2 All of the 60 Day Notices of alleged violations of Health and Safety Code section 25249.6 in Table 1.4.1 shall be collectively referred to as the “Notices.”

1.5 Complaint. On May 6, 2010, Plaintiff, CONSUMER ADVOCACY GROUP, INC. (“CAG”), filed a complaint in the Los Angeles Superior Court entitled *Consumer Advocacy Group, Inc. v. 99 Cents Only Stores, et al* Case No. BC437195 (the “Action”), for civil penalties and injunctive relief pursuant to the provisions of California Health & Safety Code § 25249.5, *et seq.* (“Proposition 65”) against 99 CENTS ONLY STORES and DELUXE IMPORTS (“Defendants”). On _____, CAG filed its First Amended Complaint (“FAC”) which added claims related to multiple additional 60 Day Notices served on Defendant.

1.6 Settling Entity denies all of CAG’s material allegations, including allegations averred in the Notices and the Complaint and FAC, and denies liability for the causes of action alleged in the Complaint and FAC and in connection with the Action. By executing this Consent Judgment and agreeing to provide the relief and remedies specified herein, Settling Entity does not admit that it has committed any violations of Proposition 65, or any other law or legal duty and specifically denies that it has committed any such violations and no such admission shall be deemed to have occurred as a result of Settling Entity’s agreement to settle and compromise the Action. Settling Entity maintains that all Covered Products distributed, marketed and/or sold by Settling Entity in California have at all times been in compliance with Proposition 65.

1.7 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in CAG’s Complaint and FAC, and personal jurisdiction over the Settling Entity with respect to the matters set forth in the Consent Judgment, that venue is proper in the County of Los Angeles, and that this Court has jurisdiction

1 to enter this Consent Judgment as a full and final resolution of all claims which were or could
2 have been raised in the Complaint and FAC based on the facts alleged therein.

3 1.8 The Parties enter into this Consent Judgment pursuant to a settlement of certain
4 disputed claims as alleged in the Complaint and FAC for the purpose of avoiding prolonged and
5 costly litigation.

6 1.9 Neither this Consent Judgment nor any of its provisions shall be construed as an
7 admission by the Parties of any fact, conclusion of law, issue of law or violation of law, including
8 without limitation, any admission concerning any violation of Proposition 65 or any other
9 statutory, regulatory, common law, or equitable doctrine, or the meaning of the terms "knowingly
10 and intentionally expose" or "clear and reasonable warning" as used in Health and Safety Code
11 section 25249.6. Nothing in this Consent Judgment, nor compliance with its terms, shall
12 constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of
13 law, or violation of law, or of fault, wrongdoing, or liability by Settling Entity, its officers,
14 directors, employees, or parent, subsidiary or affiliated corporations, or be offered or admitted as
15 evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum.

16 1.10 Nothing in this Consent Judgment shall prejudice, waive or impair any right,
17 remedy, argument, or defense the Parties may have in any other or future legal proceeding, except
18 as expressly provided in this Consent Judgment. By executing this Consent Judgment and
19 agreeing to provide the relief and remedies specified herein, Settling Entity does not admit that
20 this Action or any other action that may be filed against it in the future under Proposition 65 or
21 any other cause of action is not preempted by Federal law. Settling Entity reserves all of its rights
22 and defenses with regard to any claim by any person under Proposition 65 or otherwise, including
23 the defense of federal preemption.

24 1.11 This Consent Judgment is the product of negotiations during the litigation and is
25 accepted by the Parties, for purposes of settling, compromising, and resolving issues disputed in
26 this Action, including future compliance by Settling Entities with Section 2 of this Consent
27 Judgment, and shall not be used for any other purpose, or in any other matter.

1 **2. COMPLIANCE – INJUNCTIVE RELIEF**

2 2.1 Within thirty (30) days of receiving Notice of Court approval of this Consent
3 Judgment (Effective Date), Defendant will do one of the following, at Defendant’s sole option
4 with respect to the Covered Products:

5 2.1.1 Cease sale of any of the Covered Products within thirty (30) days after
6 notice of court approval of the Consent Judgment;

7 2.1.2 Cause the Covered Products to be reformulated to a level where the level of
8 lead is below 100ppm or the level of Di (2-ethylhexyl) phthalate (DEHP) and/or Di-*n*-butyl
9 Phthalate (DBP) is below 0.1% so that they are in compliance with Proposition 65 warning
10 requirements as demonstrated by testing in a lab licensed in or by the State of California; or

11 2.1.3 As to any existing Covered Products in Defendants’ inventory, provide a
12 Proposition 65 compliant warning.

13 **3. SETTLEMENT PAYMENT**

14 3.1 Within ten (10) days of the Effective Date, Settling Entity shall pay a total of four
15 hundred thousand dollars (\$400,000.00) by separate checks apportioned as follows:

16 3.1.1 Civil Penalty: Settling Entity shall issue two separate checks for a total
17 amount of forty-six thousand dollars four hundred dollars(\$46,400.00) as penalties pursuant to
18 Health & Safety Code § 25249.12: (a) one check made payable to the State of California’s Office
19 of Environmental Health Hazard Assessment (OEHHA) in the amount of \$34,800.00, representing
20 75% of the total penalty; and (b) one check to Consumer Advocacy Group, Inc. in the amount of
21 \$11,600.00, representing 25% of the total penalty. Settling Entity shall issue two separate 1099s
22 for the above payments: The first 1099 shall be issued to OEHHA, P.O. Box 4010, Sacramento,
23 CA 95184 (EIN: 68-0284486). The second 1099 shall be issued to CAG and delivered to:
24 Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 610E, Beverly Hills, California
25 90212.

26 3.1.2 Monetary Payment in Lieu of Civil Penalty: Settling Entity shall pay thirty-
27 three thousand six hundred dollars (\$33,600.00) to CAG in lieu of any civil penalty pursuant to
28 California Health and Safety Code § 25249.7(b). CAG will use the payments for such projects and

1 purposes related to environmental protection, worker health and safety, or reduction of human
2 exposure to hazardous substances , including but not limited to, administrative and litigation costs
3 and fees (excluding attorneys' fees), laboratory fees for testing samples for Proposition 65 listed
4 chemicals, expert fees for evaluating exposures and merit to each potential violation of Proposition
5 65, and the substantial cost of hiring consulting and retained experts who assist with the extensive
6 scientific analysis necessary for those files in litigation. The check shall be made payable to
7 Consumer Advocacy Group, Inc. and delivered to Reuben Yeroushalmi, Yeroushalmi &
8 Associates, 9100 Wilshire Boulevard, Suite 610E, Beverly Hills, California 90212.

9 3.1.3 Attorneys' Fees and Costs: Settling Entity shall pay three hundred and
10 twenty thousand dollars (\$320,000.00) to Yeroushalmi & Associates, as CAG's attorneys, for
11 reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of
12 investigating, bringing this matter to Defendant's attention, litigating, and negotiating a settlement
13 in the public interest. The checks shall be made payable to Yeroushalmi & Associates and
14 delivered to Reuben Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite
15 610E, Beverly Hills, California 90212.

16 **4. MODIFICATION OF CONSENT JUDGMENT**

17 4.1 This written Consent Judgment may only be modified by written agreement of the
18 Parties upon stipulation and Order of the Court, or after noticed motion by CAG or Settling Entity,
19 and upon entry of an order by the Court thereon.

20 4.2 The Attorney General shall be served with notice of any proposed modification to
21 this Consent Judgment at least 15 days in advance of its consideration by the Court.

22 **5. ENFORCEMENT OF CONSENT JUDGMENT**

23 5.1 Any party may, by motion or application for an order to show cause before the
24 Superior Court of the County of Los Angeles, consistent with the terms and conditions set forth in
25 paragraphs 5.2 and 5.3 of this Consent Judgment, enforce the terms and conditions contained in
26 this Consent Judgment. The prevailing party shall be entitled to its reasonable attorneys' fees and
27 costs associated with such motion or application.

1 5.2 No action to enforce this Consent Judgment may be commenced, and no notice of
2 violation related to the Covered Products may be served or filed against Settling Entity by CAG,
3 unless the party seeking enforcement or alleging violation notifies the other party in writing (either
4 by mail or email) of the specific acts alleged to breach this Consent Judgment at least 90 days
5 before serving or filing any motion, action, or Notice of Violation. Any notice to Settling Entity
6 must contain (a) the name of the product, (b) specific dates when the product was sold in
7 California, (c) the store or other place at which the product was available for sale to consumers,
8 and (d) any other evidence or other support for the allegations in the notice.

9 5.3 Within 30 days of receiving the notice described in paragraph 8.1, Settling Entity
10 shall either (1) take all steps necessary to bring the sale of the product into compliance under the
11 terms of this Stipulated Consent Judgment, (2) withdraw the product, or (3) refute the information
12 provided under paragraph 5.2. Should the parties be unable to resolve the dispute, either party may
13 seek relief from the Court under paragraph 5.1.

14 **6. APPLICATION OF CONSENT JUDGMENT**

15 6.1 This Consent Judgment shall apply to and be binding upon the Parties hereto, their
16 divisions, subdivisions and subsidiaries, officers, directors, employees, agents and their successors
17 or assigns, and to the extent allowed by law, on the general public.

18 **7. CLAIMS COVERED AND RELEASED**

19 7.1 Release of Settling Entity

20 7.1.1 Except as designated in paragraph 7.2 below and subject to payment of all
21 sums set forth in paragraphs 3.1.1, 3.1.2, and 3.1.3, CAG acting on its own behalf and in the
22 public interest releases Settling Entity, and each of its related subsidiaries, affiliates, predecessors,
23 successors and assigns, and all of its officers, directors, employees, and shareholders, and all
24 persons and entities who are downstream in the stream of commerce from Settling Entity who sell
25 or distribute the Covered Products (and only as to the Covered Products distributed or sold by
26 Settling Entities) (collectively, "Released Parties"), from all claims for violations of Proposition
27 65 up through the Effective Date based on exposure to the Noticed Chemicals from the Covered
28 Products as set forth in the Notices. Compliance with the terms of this Consent Judgment

1 constitutes compliance with Proposition 65 with respect to exposures to the Noticed Chemicals
2 from the Covered Products as set forth in the Notices.

3 7.1.2 Except as designated in paragraph 7.2 below and subject to payment of all
4 sums set forth in paragraphs 3.1.1, 3.1.2, and 3.1.3, CAG, on behalf of itself only, hereby releases
5 and discharges Settling Entity from any and all known and unknown past, present, and future
6 rights, claims, causes of action, damages, suits, penalties, liabilities, injunctive relief, declaratory
7 relief, and attorney fees, costs, and expenses related to or arising out of the facts and claims
8 asserted, or that could have been asserted, under state or federal law or the facts alleged in CAG's
9 Proposition 65 Notices or the Complaint relating to any and all claims concerning exposure of any
10 person to the Noticed Chemicals in the Covered Products (and only as to the Covered Products
11 distributed or sold by Settling Entity). This release does not limit or affect the obligations of any
12 party created under this Consent Judgment.

13 7.2 Unknown Claims. It is possible that other injuries, damages, liability, or claims not
14 now known to the Parties arising out of the facts alleged in the Complaint and relating to the
15 exposure of individuals to the Noticed Chemicals in the Covered Products will develop or be
16 discovered, and this Consent Judgment is expressly intended to cover and include all such injuries,
17 damages, liability, and claims, including all rights of action therefor. CAG has full knowledge of
18 the contents of Section 1542 of the Civil Code. CAG, on behalf of itself only, acknowledges that
19 the claims released in Section 7.1 above may include unknown claims and waives Section 1542 as
20 to any such unknown claims. Section 1542 reads as follows:

21 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
22 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
23 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**
24 **KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS**
25 **OR HER SETTLEMENT WITH THE DEBTOR”**

26 CAG acknowledges and understands the significance and consequences of this specific waiver of
27 Civil Code Section 1542.

28 8. ATTORNEYS FEES AND COSTS

 Except as herein provided, the Parties will bear their own attorneys fees and costs.

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9. GOVERNING LAW

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

1 **10. PROVISION OF NOTICE**

2 10.1 All notices required pursuant to this Consent Judgment and correspondence shall be
3 sent to the following:

4 For Consumer Advocacy Group, Inc.
5 Reuben Yeroushalmi
6 YEROUSHALMI & ASSOCIATES
7 9100 Wilshire Boulevard, Suite 610E
8 Beverly Hills, CA 90212
9 T: 310-623-1926
10 F: 310-623-1930

For 99 Cents Only Stores dba Deluxe Imports
Patrick J. Cafferty, Jr.
MUNGER, TOLLES & OLSON LLP
560 Mission Street, 27th Floor
San Francisco, CA 94105
T: 415.512.4012
F: 415.644.6912

For Regent Group, Inc.
Kashif Haque
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
T: 949.379.6250
F: 949.379.6251

13 The contacts and/or addresses above may be amended by giving notice to all Parties to this
14 Consent Judgment.

15 **11. ENTIRE AGREEMENT**

16 11.1 This Consent Judgment constitutes the sole and entire agreement and understanding
17 between the Parties with respect to the subject matter hereof, and any prior discussions,
18 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
19 and therein. There are no warranties, representations or other agreements between the Parties,
20 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
21 other than those specifically referred to herein, shall be deemed to exist or bind any of the Parties
22 hereto. No supplementation, modification, waiver, or termination of this Consent Judgment shall
23 be binding unless executed in writing by the Party to be bound thereby.

24 **12. ATTORNEY GENERAL REVIEW AND COURT APPROVAL**

25 12.1 The Court shall either approve or disapprove of this Consent Judgment in its
26 entirety, without alteration, deletion or amendment, unless otherwise so stipulated by the Parties
27 and their counsel. If this Consent Judgment is not approved by the Court, it shall be of no further
28 force or effect.

1 12.2 CAG shall comply with Health and Safety Code section 25249.7(f) and with Title
2 11 California Code of Regulations section 3003.

3 **13. EXECUTION AND COUNTERPARTS**

4 13.1 This Consent Judgment may be executed in counterparts and by means of
5 facsimile, which taken together shall be deemed to constitute one document. Facsimile or PDF
6 signatures shall be construed as valid as if an original.

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14. AUTHORIZATION

14.1 Each signer of this Consent Judgment certifies that he or she is fully authorized by the party he or she represents to stipulate to the terms and conditions of this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the party represented and legally bind that party. The undersigned have read, understand and agree to all of the terms and conditions of this Consent Judgment. Except as explicitly provided herein, each party is to bear its own fees and costs.

Dated: 9-17-13

CONSUMER ADVOCACY GROUP, INC.



Print Name: Michel Sassoon

Title: executive director

Dated: 9/13/2013

99 CENTS ONLY STORES
dba DELUXE IMPORTS, BARGAIN
WHOLESALE, MOMENTUM BRANDS



Print Name: Michael R Green

Title: Interim Senior Vice President / General Counsel

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ORDER AND JUDGMENT

Based upon the Consent Judgment between Consumer Advocacy Group, Inc., 99 Cents Only Stores dba Deluxe Imports, Bargain Wholesale and Momentum Brands, this Consent Judgment is approved and judgment is hereby entered according to the terms herein.

SEP 27 2013

Dated: _____

MALCOLM H. MACKEY

Judge, Superior Court of the State of California