

**FILED**

Superior Court of California  
County of San Francisco

OCT 13 2016

CLERK OF THE COURT

BY: Rosie Nazura  
Deputy Clerk

1 Reuben Yeroushalmi (SBN 193981)  
 2 Daniel D. Cho (SBN 105409)  
 3 Ben Yeroushalmi (SBN 232540)  
**YEROUSHALMI & YEROUSHALMI**  
**An Association of Independent Law Corporations**  
 4 9100 Wilshire Blvd., Suite 240W  
 Beverly Hills, CA 90212  
 5 Telephone: 310.623.1926  
 Facsimile: 310.623.1930  
 6  
 7 Attorneys for Plaintiff  
 Consumer Advocacy Group, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

11 CONSUMER ADVOCACY GROUP, INC.,  
12 in the public interest,

13 Plaintiff,

14 v.

15 GROCERY OUTLET, INC., a California  
 16 Corporation, SULTAN'S LINENS, INC., a  
 New York Corporation, ROSS DRESS FOR  
 17 LESS, INC., a Virginia Corporation, ROSS  
 STORES, INC., a Delaware Corporation,  
 18 NATIONAL STORES, INC., a California  
 Corporation, and DOES 1-20;

19 Defendants.  
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CASE NO. CGC-12-525985

*Ma*

**[PROPOSED] CONSENT JUDGMENT**

Complaint Filed: November 9, 2012

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1 **1. INTRODUCTION**

2 1.1 This Consent Judgment is entered into by and between plaintiff Consumer  
3 Advocacy Group, Inc. ("CAG") acting on behalf of itself and in the interest of the public and  
4 defendants Sultan's Linens, Inc. ("Sultan's"), Grocery Outlet, Inc. ("Grocery Outlet"), and  
5 National Stores, Inc. ("National Stores") with each a Party to the action and collectively referred  
6 to as "Parties." Sultan's, Grocery Outlet, and National Stores are collectively referred to herein  
7 as the "Settling Defendants."

8 1.2 CAG is a California corporation that serves as a private enforcer of Proposition  
9 65, as described in Proposition 65 and the regulations of the Attorney General of California at 11  
10 Cal. Code Regs. § 3000 et seq.

11 1.3 Grocery Outlet and National Stores each employ ten or more persons, and each  
12 are a person in the course of doing business for purposes of the Safe Drinking Water and Toxic  
13 Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. ("Proposition  
14 65") Proposition 65.

15 **1.4 Chemicals Of Concern**

16 Lead and di(2-ethylhexyl)phthalate ("DEHP") are known to the State of California to  
17 cause cancer and/or birth defects or other reproductive harm.

18 **1.5 Notices of Violation.**

19 1.5.1 On March 6, 2012, CAG served Grocery Outlet, Inc. and various public  
20 enforcement agencies with a document entitled "60-Day Notice of Violation" alleging  
21 violations of Health & Safety Code § 25249.6 for a purported failure to warn individuals  
22 in California of exposures to lead contained in rubber shoe accessories, including but not  
23 limited to "Shoe Dazzler GOI Item No. 635505" (herein the "March 6, 2012 Notice").  
24 No public enforcer has commenced or diligently prosecuted the allegations set forth in  
25 this Notice.  
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1           1.5.2 On July 12, 2012, CAG served Sultan's, Ross Stores, Inc., Ross Dress for  
2 Less, Inc. and various public enforcement agencies with a document entitled "60-Day  
3 Notice of Violation" alleging violations of Health & Safety Code § 25249.6 for a  
4 purported failure to warn individuals in California of exposures to DEHP contained in  
5 Vinyl Tablecloth Protectors, including but not limited to "Sultan's Linens Tablecloth  
6 Protector, RN #82761, Style #C401-108, 60"x108", 100% vinyl" (herein the "July 12,  
7 2012 Notice"). No public enforcer has commenced or diligently prosecuted the  
8 allegations set forth in this Notice.

9           1.5.3 On September 7, 2012, CAG served Sultan's, Grocery Outlet, Inc.,  
10 Grocery Outlet Bargain Market and various public enforcement agencies with a  
11 document entitled "60-Day Notice of Violation" alleging violations of Health & Safety  
12 Code § 25249.6 for a purported failure to warn individuals in California of exposures to  
13 DEHP contained in Bathtub Mats, including but not limited to "Sultan's Linens  
14 cushioned Bath Mat Style #BM15-B2, 17"x36" ("herein the "September 7, 2012  
15 Notice"). No public enforcer has commenced or diligently prosecuted the allegations set  
16 forth in this Notice.

17           1.5.4 On September 21, 2012, CAG served Sultan's, National Stores, Inc., and  
18 various public enforcement agencies with a document entitled "60-Day Notice of  
19 Violation" alleging violations of Health & Safety Code § 25249.6 for a purported failure  
20 to warn individuals in California of exposures to DEHP contained in shower curtains  
21 including but not limited to "Sultan's Linens 100% Vinyl Shower Curtain, Sc 88012,  
22 11/1 BA15512116, RN82761" (herein the "September 21, 2012 Notice"). No public  
23 enforcer has commenced or diligently prosecuted the allegations set forth in this Notice.  
24

25           1.5.5 On May 8, 2014, CAG served Sultan's, Superior Grocers, Inc., Super  
26 Center Concepts, Inc. dba Superior Grocers and various public enforcement agencies  
27 with a document entitled "60-Day Notice of Violation" alleging violations of Health &  
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1 Safety Code § 25249.6 for a purported failure to warn individuals in California of  
2 exposures to DEHP contained in placemats, including but not limited to, "Rectangular-  
3 Octagonal vinyl placemat 17.375" x 11.250" multi color with six images of roosters and  
4 chickens with a tan and white polka dot background. UPC 081481212205"  
5 (herein the "May 8, 2014 Notice"). No public enforcer has commenced or diligently  
6 prosecuted the allegations set forth in this Notice.

7 1.5.6 On November 25, 2015, CAG served Sultan's, National Stores, Inc., and  
8 various public enforcement agencies with a document entitled "60-Day Notice of  
9 Violation" alleging violations of Health & Safety Code § 25249.6 for a purported failure  
10 to warn individuals in California of exposures to DEHP contained in placemats, including  
11 but not limited to, "'Sultan's Linens' 4 Placemats 'P4204NS 49/13 BAS G 2318210'  
12 02318210 \$0.50, SKU #2318210, Style# P420-4-NS. UPC: 0 81481 22906 7" (herein the  
13 "November 25, 2015 Notice"). No public enforcer has commenced or diligently  
14 prosecuted the allegations set forth in this Notice.

15 **1.6 Complaint**

16 1.6.1 On November 9, 2012, CAG filed a Complaint seeking civil penalties and  
17 injunctive relief in San Francisco Superior Court, Case No. CGC-12-525985 (the  
18 "Action"), against the Settling Defendants. On June 21, 2013, CAG filed a First  
19 Amended Complaint. The Complaints allege, among other things, that the Settling  
20 Defendants violated Proposition 65 by failing to give clear and reasonable warnings of  
21 exposure to lead and DEHP from various consumer products as alleged in the Notices  
22 referenced above.

23 (a) Subsequently, the Settling Defendants interposed an Answer denying  
24 CAG's allegations in the Amended Complaint and asserting affirmative defenses.

25 **1.7 Consent to Jurisdiction**

26 For purposes of this Consent Judgment, the Parties stipulate that this Court has  
27 jurisdiction over the alleged violations contained in the Complaints and personal jurisdiction  
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1 over the Settling Defendants as to the acts alleged in the Complaints, that venue is proper in the  
2 County of San Francisco and that this Court has jurisdiction to enter this Consent Judgment as a  
3 full settlement and resolution of the allegations contained in the Complaints and of all claims  
4 which were or could have been raised by any person or entity, against the Settling Defendants,  
5 including any and all claims based in whole or in part, directly or indirectly, on the facts alleged  
6 in the Complaint or arising therefrom or related to the Notices.

7           1.8     **No Admission**

8           This Consent Judgment resolves all claims in the Action, including those that are  
9 denied and disputed. The Settling Defendants expressly deny and dispute the allegations in the  
10 Notices, the Complaint or that were or could have been raised in the Action. The Parties enter  
11 into this Consent Judgment pursuant to a full and final settlement of any and all claims between  
12 the parties for the sole purpose of avoiding prolonged litigation. This Consent Judgment shall  
13 not constitute an admission with respect to any allegation of the Operative Complaint, each and  
14 every allegation of which the Settling Defendants deny, nor may this Consent Judgment or  
15 compliance with it be used as evidence of any wrongdoing, misconduct, culpability or liability  
16 on the part of the Settling Defendants. Furthermore, nothing in this Consent Judgment shall  
17 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any  
18 other or future legal proceeding, except as expressly provided in this Consent Judgment.

19     **2.     DEFINITIONS**

20           2.1     “Covered Products” means DEHP Covered Products and Lead Covered Products,  
21 as defined in Sections 2.2 through 2.3 below.

22           2.2     “DEHP Covered Products” means:

23                   2.2.1 Vinyl Tablecloth Protectors directly or indirectly supplied or sold by  
24 Sultan’s, including but not limited to “Sultan’s Linens Tablecloth Protector, RN#82761,  
25 Style #C401-108, 60”x108”, 100% vinyl;”

26                   2.2.2 Bathtub Mats directly or indirectly supplied or sold by Sultan’s, including  
27 but not limited to “Sultan’s Linens cushioned Bath Mat Style #BM15-B2, 17”x36;” and  
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1           2.2.3 Shower Curtains directly or indirectly supplied or sold by Sultan's  
2 including but not limited to "Sultan's Linens 100% Vinyl Shower Curtain, Sc88012, 11/1  
3 BA15512116, RN82761."

4           2.2.4 Placemats directly or indirectly supplied or sold by Sultan's including but  
5 not limited to ""Rectangular- Octagonal vinyl placemat 17.375" x 11.250" multi color  
6 with six images of roosters and chickens with a tan and white polka dot background. UPC  
7 081481212205" and ""Sultan's Linens' 4 Placemats 'P4204NS 49/13 BAS G 2318210'  
8 02318210 \$0.50, SKU #2318210, Style# P420-4-NS. UPC: 0 81481 22906 7."

9           2.3 "Lead Covered Products" means Rubber Shoe Accessories directly or indirectly  
10 supplied or sold by Grocery Outlet, including but not limited to "Shoe Dazzler GOI Item  
11 #635505."

12           2.4 "Effective Date" means the date that this Consent Judgment is approved by the  
13 Court.

14           2.5 "Notices" means the March 6, 2012 Notice, the July 12, 2012 Notice, the  
15 September 7, 2012 Notice, the September 21, 2012 Notice, the May 8, 2014 Notice, and the  
16 November 25, 2015 Notice.

17           2.6 "Complaints" means the initial Complaint and First Amended Complaint in the  
18 Action.

19 **3. INJUNCTIVE RELIEF/REFORMULATION**

20           3.1 To the extent that it has not already done so, on or before the Effective Date, the  
21 Settling Defendants shall destroy any inventory in each of their respective custody and control of  
22 the Covered Products identified in the Notices remaining in its California stores.

23           3.2 As of the Effective Date, Sultan's shall not distribute, sell or offer for sale in the  
24 State of California any DEHP Covered Products that contain DEHP in concentrations of more  
25 than 1.000 parts per million (0.1%) by weight in any component.  
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1           3.3    As of the Effective Date, Grocery Outlet shall not distribute, sell or offer for sale  
2 in the State of California any Lead Covered Product that contains lead in concentrations of more  
3 than 100 parts per million (0.01%) by weight in any component.

4           4.     SETTLEMENT PAYMENTS

5           4.1    Within 14 days of the Effective Date or receipt of Forms W-9 from CAG,  
6 whichever is later, the Settling Defendants shall pay a total of One Hundred and Thirty Thousand  
7 Dollars (\$130,000) as complete and full settlement of all claims by CAG related to the Notices  
8 asserted in the Complaints or that could have been asserted in the Action, as follows.

9           4.2    Payment In Lieu of Civil Penalties: The Settling Defendants shall pay Fifteen  
10 Thousand dollars (\$15,000) in lieu of civil penalties to "Consumer Advocacy Group, Inc." CAG  
11 will use this payment for investigation of the public's exposure to Proposition 65 listed  
12 chemicals through various means, laboratory fees for testing for Proposition 65 listed chemicals,  
13 expert fees for evaluating exposures through various mediums, including but not limited to  
14 consumer product, occupational, and environmental exposures to Proposition 65 listed  
15 chemicals, and the cost of hiring consulting and retained experts who assist with the extensive  
16 scientific analysis necessary for those files in litigation, in order to reduce the public's exposure  
17 to Proposition 65 listed chemicals by notifying those persons and/or entities believed to be  
18 responsible for such exposures and attempting to persuade those persons and/or entities to  
19 reformulate their products or the source of exposure to completely eliminate or lower the level of  
20 Proposition 65 listed chemicals, thereby addressing the same public harm as allegedly in the  
21 instant Action. Further, should the court require it, CAG will submit under seal, an accounting  
22 of these funds as described above as to how the funds were used. The check shall be made  
23 payable to "Consumer Advocacy Group, Inc." and delivered to Reuben Yeroushalmi,  
24 Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California  
25 90212.  
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1           4.3    Reimbursement of Attorney's Fees and Costs: The Settling Defendants shall pay  
2 Ninety-Five Thousand dollars (\$95,000) to "Yeroushalmi & Associates" as reimbursement for  
3 any reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a  
4 result of investigating, bringing this matter to the Settling Defendants' attention, litigating, and  
5 negotiating a settlement in the public interest. The checks shall be made payable to  
6 "Yeroushalmi & Associates" and delivered to Reuben Yeroushalmi, Yeroushalmi &  
7 Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212..

8           4.4    Civil Penalty: the Settling Defendants shall pay Twenty Thousand dollars  
9 (\$20,000) as penalties pursuant to Health & Safety Code § 25249.12 apportioned as follows: (a)  
10 the amount of Fifteen Thousand (\$15,000), representing 75% of the total penalty payable to the  
11 State of California's Office of Environmental Health Hazard Assessment (OEHHA); and (b) the  
12 amount of Five Thousand (\$5,000) representing 25% of the total penalty to Consumer Advocacy  
13 Group, Inc. Two separate 1099s shall be issued for the above payments: The first 1099 shall be  
14 issued to OEHHA, P.O. Box 4010, Sacramento, CA 95812 (EIN: 68-0284486) in the amount of  
15 \$15,000. The second 1099 shall be issued in the amount of \$5,000 to CAG and delivered to:  
16 Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California  
17 90212.

18           4.5    All payments under this Consent Judgment shall be delivered to: Yeroushalmi &  
19 Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212.  
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21 **5.    MATTERS COVERED BY THIS CONSENT JUDGMENT**

22           5.1    Identity of Parties Released. This Consent Judgment is a full, final, and binding  
23 resolution between CAG on behalf of itself and in the public interest and (i) the Settling  
24 Defendants and their officers, directors, insurers, employees, parents, shareholders, divisions,  
25 subdivisions, subsidiaries, partners, affiliates, sister companies, representatives, attorneys,  
26 agents, and their successors and assigns, ("Defendant Releasees") and (ii) all persons and entities  
27 who are downstream in the stream of commerce from Defendant Releasees who sell, distribute,  
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1 sold, or distributed, the Covered Products ("Downstream Defendant Releasees"), for all claims  
2 for violations of Proposition 65 up through the Effective Date based on exposure to DEHP from  
3 DEHP Covered Products and lead from Lead Covered Products, through the Effective Date.  
4 Defendant Releasees' compliance with this Consent Judgment shall constitute compliance with  
5 Proposition 65 with respect to exposures to DEHP from DEHP Covered Products and to lead  
6 from Lead Covered Products as set forth in the Notices.

7       5.2    Release of DEHP Covered Products. CAG on behalf of itself, its past and current  
8 agents, representatives, attorneys, successors, and/or assignees, and in the public interest, hereby  
9 waives all rights to institute or participate in, directly or indirectly, any form of legal action  
10 against Defendant Releasees and Downstream Defendant Releasees and releases all claims,  
11 including, without limitation, all actions, and causes of action, in law or in equity, suits,  
12 liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including,  
13 but not limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever,  
14 whether known or unknown, fixed or contingent, against Defendant Releasees and Downstream  
15 Defendant Releasees, including any and all Claims arising from any violation of Proposition 65  
16 or any other statutory or common law regarding the failure to warn about exposure to DEHP in  
17 DEHP Covered Products through the Effective Date (collectively "DEHP Claims").

18       5.3    Release of Lead Covered Products. CAG on behalf of itself, its past and current  
19 agents, representatives, attorneys, successors, and/or assignees, and in the public interest, hereby  
20 waives all rights to institute or participate in, directly or indirectly, any form of legal action  
21 against Grocery Outlet and all persons and entities who are downstream in the stream of  
22 commerce from Grocery Outlet who sell, distribute, sold, or distributed, the Lead Covered  
23 Products ("Grocery Outlet's Downstream Releasees") and releases all claims, including, without  
24 limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,  
25 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,  
26 investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or  
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1 unknown, fixed or contingent, against Grocery Outlet and Grocery Outlet's Downstream  
2 Releasees, including any and all Claims arising from any violation of Proposition 65 or any other  
3 statutory or common law regarding the failure to warn about exposure to lead in Lead Covered  
4 Products through the Effective Date (collectively "Lead Claims").

5       5.4 Civil Code § 1542 Release. In furtherance of the foregoing, as to any alleged  
6 exposures to DEHP in DEHP Covered Products and lead in Lead Covered Products, CAG  
7 hereby waives any and all rights and benefits which it now has, or in the future may have,  
8 conferred upon it with respect to the DEHP Claims and Lead Claims by virtue of the provisions  
9 of section 1542 of the California Civil Code, which provides as follows:

10           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
11           CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
12           FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF  
13           KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
14           SETTLEMENT WITH THE DEBTOR.

15       CAG understands and acknowledges that the significance and consequence of this waiver  
16 of California Civil Code section 1542 is that even if CAG suffers future damages arising out of  
17 or resulting from, or related directly or indirectly to, in whole or in part, the Covered Products,  
18 including but not limited to any exposure to, or failure to warn with respect to exposure to DEHP  
19 in DEHP Covered Products and lead in Lead Covered Products, CAG will not be able to make  
20 any claim for those damages against the Defendant Releasees, or Downstream Defendant  
21 Releasees. Furthermore, CAG acknowledges that it intends these consequences for any such  
22 DEHP Claims and Lead Claims as may exist as of the date of this release but which CAG does  
23 not know exist, and which, if known, would materially affect their decision to enter into this  
24 Consent Judgment, regardless of whether their lack of knowledge is the result of ignorance,  
25 oversight, error, negligence, or any other cause.

26 **6. ENFORCEMENT OF JUDGMENT**

27       6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties  
28 hereto. The parties may, by noticed motion or order to show cause before the Superior Court of

1 California, San Francisco, giving the notice required by law, enforce the terms and conditions  
2 contained herein. A Party may enforce any of the terms and conditions of this Consent Judgment  
3 only after that Party first provides 90 days' notice to the Party allegedly failing to comply with  
4 the terms and conditions of this Consent Judgment and attempts to resolve such Party's failure to  
5 comply in an open and good faith manner.

6       **6.2 Notice of Violation.** Prior to bringing any motion, order to show cause, or other  
7 proceeding to enforce Section 3 of this Consent Judgment, CAG shall provide a Notice of  
8 Violation ("NOV") to the Settling Defendants. The NOV shall include for each Covered  
9 Product: the date(s) the alleged violation(s) was observed and the location at which the Covered  
10 Product was offered for sale, and shall be accompanied by all test data obtained by CAG  
11 regarding the Covered Product, including an identification of the component(s) of the Covered  
12 Products that were tested.

13       **6.2.1 Non-Contested NOV.** CAG shall take no further action regarding the  
14 alleged violation if, within 60 days of receiving such NOV, the Settling Defendants  
15 serves a Notice of Election ("NOE") that meets one of the following conditions:

16               (a) The Covered Product was received by the Settling Defendants for  
17 sale in California before the Effective Date, or

18               (b) Since receiving the NOV the Settling Defendants has taken  
19 corrective action by (i) removing the Covered Product identified in the NOV from sale in  
20 California, or (ii) providing a clear and reasonable warning for the Covered Product  
21 identified in the NOV pursuant to 27 Cal. Code Regs. § 25603.

22       **6.2.2 Contested NOV.** the Settling Defendants may serve an NOE informing  
23 CAG of its election to contest the NOV within 30 days of receiving the NOV.

24               (a) In its election, the Settling Defendants may request that the  
25 sample(s) of Covered Product(s) tested by CAG be subject to confirmatory testing at an  
26 accredited laboratory.  
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(b) If the confirmatory testing establishes that the Covered Product(s) does not contain lead or DEHP in excess of the level allowed in Section 3.2 and 3.3 above CAG shall take no further action regarding the alleged violation. If the testing does not establish compliance with Section 3.2 and 3.3 above, the Settling Defendants may withdraw its NOE to contest the violation and may serve a new NOE pursuant to Section 6.2.1.

(c) If the Settling Defendants do not withdraw an NOE to contest the NOV, the Parties shall meet and confer for a period of no less than 30 days before CAG may seek an order enforcing the terms of this Consent Judgment.

6.3 In any proceeding brought by any Party to enforce this Consent Judgment, the prevailing party shall be entitled to recover its attorney's fees and costs.

**7. ENTRY OF CONSENT JUDGMENT**

7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and the Settling Defendants each waive their respective rights to a hearing or trial on the allegations of the Complaints.

7.2 If this Consent Judgment is not approved by the Court in its entirety, (a) this Consent Judgment and any and all prior agreements between the parties merged herein shall terminate and become null and void, and the actions shall revert to the status that existed prior to the execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

1 **8. MODIFICATION OF CONSENT JUDGMENT**

2 8.1 This consent judgment may be modified only upon written agreement of the  
3 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
4 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

5 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
6 meet and confer with the other Party prior to filing a motion to modify the approved Consent  
7 Judgment.

8 **9. RETENTION OF JURISDICTION**

9 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the  
10 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

11 **10. DUTIES LIMITED TO CALIFORNIA**

12 10.1 This Consent Judgment shall have no effect on Covered Products sold by the  
13 Settling Defendants outside the State of California.

14 **11. SERVICE ON THE ATTORNEY GENERAL**

15 11.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
16 California Attorney General so that the Attorney General may review this Consent Judgment  
17 prior to its submittal to the Court for approval. No sooner than forty five (45) days after the  
18 Attorney General has received the aforementioned copy of this Consent Judgment, and in the  
19 absence of any written objection by the Attorney General to the terms of this Consent Judgment,  
20 the parties may then submit it to the Court for approval.

21 **12. ATTORNEY'S FEES**

22 12.1 Except as specifically provided in Section 4.3 and 6.3, each Party shall bear its  
23 own costs and attorney fees in connection with this action.

24 **13. ENTIRE AGREEMENT**

25 13.1 This Consent Judgment contains the sole and entire agreement and understanding  
26 of the Parties with respect to the entire subject matter hereof and any and all prior discussions.  
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1 negotiations, commitments and understandings related hereto. No representations, oral or  
2 otherwise, express or implied, other than those contained herein have been made by any party  
3 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
4 deemed to exist or to bind any of the Parties.

5 **14. GOVERNING LAW**

6 14.1 The validity, construction and performance of this Consent Judgment shall be  
7 governed by the laws of the State of California, without reference to any conflicts of law  
8 provisions of California law.

9 14.2 The Parties, including their counsel, have participated in the preparation of this  
10 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
11 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
12 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty  
13 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a  
14 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent  
15 Judgment agrees that any statute or rule of construction providing that ambiguities are to be  
16 resolved against the drafting Party should not be employed in the interpretation of this Consent  
17 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.  
18

19 **15. EXECUTION IN COUNTERPARTS**

20 15.1 This Consent Judgment may be executed in counterparts and by means of  
21 facsimile or portable document format (pdf), which taken together shall be deemed to constitute  
22 one document and have the same force and effect as original signatures.

23 **16. NOTICES**

24 16.1 Any notices under this Consent Judgment shall be by personal delivery or First  
25 Class Mail

26 If to CAG: Reuben Yeroushalmi, Esq.  
27 Yeroushalmi & Yeroushalmi  
28 9100 Wilshire Boulevard, Suite 240W

Beverly Hills, CA 90212

If to Sultan's Linens, National Stores, Ross Dress, or Ross Stores:

Robert F. Cohen, Esq.  
Law Office of Robert F. Cohen  
PO Box 15896  
San Francisco, CA 94115-0896

OR

Darren Oved, Esq.  
OVED & OVED, LLP  
401 Greenwich Street  
New York, NY 10013

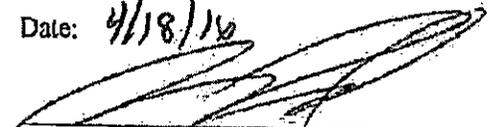
If to Grocery Outlet: Charles S. Custer, Esq.  
Bethany A. Stahley, Esq.  
GORDON & REES LLP  
275 Battery Street, 20<sup>th</sup> Floor  
San Francisco, CA 94111

17. **AUTHORITY TO STIPULATE**

17.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of the party represented and legally to bind that party.

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AGREED TO:  
Date: 4-21-16  


AGREED TO:  
Date: 4/18/16  


Name: Michael Jassoon  
Title: EXECUTIVE DIRECTOR  
CONSUMER ADVOCACY GROUP, INC.

Name: Michael Fallas  
Title: President  
NATIONAL STORES, INC.

AGREED TO:  
Date:  
Name:

AGREED TO:  
Date:  
Name:

Title: \_\_\_\_\_  
SULTAN'S LINENS, INC.

Title: \_\_\_\_\_  
GROCERY OUTLET, INC.

IT IS SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_

JUDGE OF THE SUPERIOR COURT

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AGREED TO:

AGREED TO:

Date:

Date:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
CONSUMER ADVOCACY GROUP,  
INC.

Title: \_\_\_\_\_  
NATIONAL STORES, INC.

AGREED TO:

AGREED TO:

Date: 4/8/16

Date:

Name: Stephan Sultan

Name: \_\_\_\_\_

Title: VP  
SULTAN'S LINENS, INC.

Title: \_\_\_\_\_  
GROCERY OUTLET, INC.

IT IS SO ORDERED.

Date: \_\_\_\_\_

JUDGE OF THE SUPERIOR COURT

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AGREED TO:

AGREED TO:

Date:

Date:

Name:

Name:

Title: CONSUMER ADVOCACY GROUP, INC.

Title: NATIONAL STORES, INC.

AGREED TO:

AGREED TO:

Date:

Date: 3/30/16

Name:

*Pamela B. Burke*

Title: SULTAN'S LINENS, INC.

Name: Pamela B. Burke  
Title: General Counsel  
GROCERY OUTLET, INC.

IT IS SO ORDERED.

Date: 10/13/16



JUDGE OF THE SUPERIOR COURT

HAROLD KAHN