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Reuben Yeroushalmi (SBN 193981)  
Daniel D. Cho (SBN 105409)  
Ben Yeroushalmi (SBN 232540)  
YEROUSHALMI & ASSOCIATES  
9100 Wilshire Boulevard, Suite 240W  
Beverly Hills, California 90212  
Telephone: (310) 623-1926  
Facsimile: (310) 623-1930

Attorneys for Plaintiff  
CONSUMER ADVOCACY GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

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

Plaintiff,

v.

ROSS STORES, INC. dba DD'S  
DISCOUNTS, a Delaware Corporation; ROSS  
DRESS FOR LESS, a Virginia Corporation;  
and DOES 1-20;

Defendants.

Case No. CGC-13-535763

CONSENT JUDGMENT

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

Plaintiff,

v.

ROSS STORES, INC., a Delaware  
Corporation; ROSS DRESS FOR LESS, a  
Virginia Corporation;  
and DOES 1-20;

Defendants.

Case No. CGC-14-535987

**FILED**  
Superior Court of California  
County of San Francisco

AUG 07 2015

CLERK OF THE COURT

BY: Rosie Narva  
Deputy Clerk

1 CONSUMER ADVOCACY GROUP, INC., in  
2 the public interest,

Case No. CGC-13-534806

3 Plaintiff,

4 v.

5 KENKO CHINA OUTLET, INC., a California  
6 Corporation; THINKTANK TECHNOLOGY,  
7 INC., a California Corporation; CSS BRANDS,  
8 INC., a Delaware Corporation; ROSS  
9 STORES, INC., a Delaware Corporation;  
10 ROSS DRESS FOR LESS, INC., a Virginia  
11 Corporation; ROSS STORES, INC., DBA  
12 DD'S DISCOUNTS, INC. a Delaware  
13 Corporation; and DOES 1-20;

14 Defendants.

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1. INTRODUCTION

1.1 This Consent Judgment is entered into by and between plaintiff, Consumer Advocacy Group, Inc. (referred to as "CAG") acting on behalf of itself and in the interest of the public and defendants Ross Stores, Inc. and Ross Dress for Less, Inc. ("Ross")<sup>1</sup> with each a Party to the action and collectively referred to as "Parties."

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

1.3 Ross employs ten or more persons, is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.* ("Proposition 65"), and distributes and sells Handbags directly or indirectly supplied to Ross by Handbags for All, Shower Curtain Liners directly or indirectly supplied to Ross by Daniel's Bath & Beyond, and Emergency Road Kits directly or indirectly supplied to Ross by KCO Group, the owner of the brand Think Tank Technology.

1.4 Notices of Violation.

<sup>1</sup> Ross Dress for Less, Inc. is a wholly-owned subsidiary of Ross Stores, Inc., which operates the Ross and dd's DISCOUNTS stores.

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1           1.4.1 On December 21, 2012, CAG served Ross, and various public enforcement  
2 agencies with a document entitled "60-Day Notice of Violation" that provided the  
3 recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing  
4 to warn individuals in California of exposures to di(2-ethylhexyl)phthalate ("DEHP")  
5 contained in the Handbags it sells, including but not limited to "Young Woman's  
6 Handbag, decorated with black and metallic gold and glitter zebra skin print, D5301  
7 C1950, dd's #400082477408" (herein the "December 21, 2012 Notice"). No public  
8 enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

9           1.4.2 On January 10, 2014, CAG served Ross, Handbags for All and various  
10 public enforcement agencies with a document entitled "60-Day Notice of Violation" that  
11 provided the recipients with notice of alleged violations of Health & Safety Code §  
12 25249.6 for failing to warn individuals in California of exposures to di(2-  
13 ethylhexyl)phthalate ("DEHP") contained in the Handbags it sells, including but not  
14 limited to "Young Woman's Handbag, decorated with black and metallic gold and glitter  
15 zebra skin print, D5301 C1950, dd's #400082477408" (herein the "January 10, 2014  
16 Notice"). No public enforcer has commenced or diligently prosecuted the allegations set  
17 forth in the Notice.

18           1.4.3 On June 20, 2013, CAG served Ross, and various public enforcement  
19 agencies with a document entitled "60-Day Notice of Violation" that provided the  
20 recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing  
21 to warn individuals in California of exposures to "DEHP contained in the Shower Curtain  
22 Liners it sells, including but not limited to "Daniel's Bath Deluxe Quality Vinyl  
23 Curtain/Liner, Reinforced Grommets, Magnetic Hem, 70"W x 72"L, "100% Vinyl," Made  
24 in China, "Clear", barcode 7 831154 001222" (herein the "June 20, 2013 Notice"). No  
25 public enforcer has commenced or diligently prosecuted the allegations set forth in the  
26 Notice.

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1           1.4.4 On October 19, 2012, CAG served Ross, ThinkTank Technology and  
2 various public enforcement agencies with a document entitled "60-Day Notice of  
3 Violation" that provided the recipients with notice of alleged violations of Health &  
4 Safety Code § 25249.6 for failing to warn individuals in California of exposures to lead  
5 contained in the Emergency Road Kits it sells, including but not limited to "ThinkTank  
6 Technology® 31 Piece Roadside Emergency Kit, "KC 10011", UPC 8 53371 10011 0"  
7 (herein the "October 19, 2012 Notice"). No public enforcer has commenced or diligently  
8 prosecuted the allegations set forth in the Notice.

9           **1.5 Complaints.**

10           1.5.1 On November 27, 2013, CAG filed a Complaint for civil penalties and  
11 injunctive relief in San Francisco, Superior Court, Case No. CGC-13-535763, against  
12 Ross. On March 17, 2014, CAG filed a First Amended Complaint in Case No. CGC-13-  
13 535763, alleging that Ross violated Proposition 65 by failing to warn individuals in  
14 California of exposures to DEHP contained in Handbags, including but not limited to  
15 "Young Woman's Handbag, decorated with black and metallic gold and glitter zebra skin  
16 print, D5301 C1950, dd's #400082477408."

17           1.5.2 On October 10, 2013, CAG filed a Complaint in Case No. CGC-13-  
18 534806, alleging that Ross violated Proposition 65 by failing to warn individuals in  
19 California of exposures to lead contained in Emergency Road Kits, including but not  
20 limited to "ThinkTank Technology® 31 Piece Roadside Emergency Kit, "KC 10011",  
21 UPC 8 53371 10011 0";

22           1.5.3 On March 14, 2014, CAG filed a Complaint in Case No. CGC-14-535987,  
23 alleging that Ross violated Proposition 65 by failing to warn individuals in California of  
24 exposures to DEHP contained in Shower Curtain Liners, including but not limited to  
25 "Daniel's Bath Deluxe Quality Vinyl Curtain/Liner, Reinforced Grommets, Magnetic  
26 Hem, 70"W x 72"L, "100% Vinyl," Made in China, "Clear", barcode 7 831 154 001222";

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1           1.5.4 Upon entry of this Consent Judgment, the First Amended Complaint in  
2 Case No. CGC-13-535763 shall be deemed amended to include the allegations regarding  
3 Shower Curtain Liners in Case No. CGC-14-535987, and Emergency Road Kits in Case  
4 No. CGC-13-534806 and within five days of entry of this Consent Judgment, CAG shall  
5 file a dismissal without prejudice of Case No. CGC-14-535987 and Case No. CGC-13-  
6 534806.

7           **1.6 Consent to Jurisdiction**

8           For purposes of this Consent Judgment, the Parties stipulate that this Court has  
9 jurisdiction over the allegations of violations contained in the Operative Complaint and personal  
10 jurisdiction over Ross as to the acts alleged in the Operative Complaint, that venue is proper in  
11 the County of San Francisco and that this Court has jurisdiction to enter this Consent Judgment as  
12 a full settlement and resolution of the allegations contained in the Operative Complaint and of all  
13 claims which were or could have been raised by any person or entity based in whole or in part,  
14 directly or indirectly, on the facts alleged therein or arising therefrom or related to the Notices.

15           **1.7 No Admission**

16           This Consent Judgment resolves claims that are denied and disputed. The Parties enter  
17 into this Consent Judgment pursuant to a full and final settlement of any and all claims between  
18 the parties for the purpose of avoiding prolonged litigation. This Consent Judgment shall not  
19 constitute an admission with respect to any material allegation of the Operative Complaint, each  
20 and every allegation of which Ross denies, nor may this Consent Judgment or compliance with it  
21 be used as evidence of any wrongdoing, misconduct, culpability or liability on the part of Ross.

22           **2. DEFINITIONS**

23           2.1 "Covered Products" means DEHP Covered Products and Lead Covered Products,  
24 as defined in Sections 2.2 and 2.3.

25           2.2 "DEHP Covered Products" means:  
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2.2.1 Handbags directly or indirectly supplied to Ross by Handbags for All, including but not limited to “Young Woman’s Handbag, decorated with black and metallic gold and glitter zebra skin print, D5301 C1950, dd’s #400082477408,” and

2.2.2 Shower Curtain Liners directly or indirectly supplied to Ross by Daniel’s Bath & Beyond, including but not limited to “Daniel’s Bath Deluxe Quality Vinyl Curtain/Liner, Reinforced Grommets, Magnetic Hem, 70”W x 72”L, “100% Vinyl,” Made in China, “Clear”, barcode 7 831154 001222.”

2.3 “Lead Covered Products” means Emergency Road Kits directly or indirectly supplied to Ross by KCO Group, the owner of the brand Think Tank Technology, including but not limited to “ThinkTank Technology® 31 Piece Roadside Emergency Kit, “KC 10011”, UPC 8 53371 10011 0.”

2.4 “Effective Date” means the date that this Consent Judgment is approved by the Court.

2.5 “Notices” means the October 19, 2012 Notice, the December 21, 2012 Notice, the January 10, 2014 Notice, and the June 20, 2013 Notice.

2.6 “Operative Complaint” means the First Amended Complaint in Case No. CGC-13-535763, as amended by this Consent Judgment.

**3. INJUNCTIVE RELIEF/REFORMULATION**

3.1 To the extent that it has not already done so, on or before the Effective Date, Ross shall destroy any inventory of the exemplar Covered Products identified in the Notices remaining in its California stores.

3.2 As of the Effective Date, Ross shall not sell or offer for sale in the State of California any DEHP Covered Product that contains DEHP in concentrations of more than 1000 parts per million by weight in any component.

3.3 As of the Effective Date, Ross shall not sell or offer for sale in the State of California any Lead Covered Product that contains lead in concentrations of more than 100 parts per million by weight in any component.

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1           **4. SETTLEMENT PAYMENTS**

2           4.1     Within 14 business days of the Effective Date or receipt of Forms W-9 from CAG,  
3           whichever is later, Ross shall pay a total of \$56,000 as complete settlement of all monetary claims  
4           by CAG related to the Notices, as follows.

5           4.2     **Payment In Lieu of Civil Penalties:** Ross shall pay \$500 in lieu of civil penalties  
6           to "Consumer Advocacy Group, Inc." CAG will use this payment for investigation of the  
7           public's exposure to Proposition 65 listed chemicals through various means, laboratory fees for  
8           testing for Proposition 65 listed chemicals, expert fees for evaluating exposures through various  
9           mediums, including but not limited to consumer product, occupational, and environmental  
10          exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retained  
11          experts who assist with the extensive scientific analysis necessary for those files in litigation, in  
12          order to reduce the public's exposure to Proposition 65 listed chemicals by notifying those  
13          persons and/or entities believed to be responsible for such exposures and attempting to persuade  
14          those persons and/or entities to reformulate their products or the source of exposure to completely  
15          eliminate or lower the level of Proposition 65 listed chemicals, thereby addressing the same  
16          public harm as allegedly in the instant Action. Further, should the court require it, CAG will  
17          submit under seal, an accounting of these funds as described above as to how the funds were  
18          used.

19          4.3     **Reimbursement of Attorney's Fees and Costs:** Ross shall pay \$54,000 to  
20          "Yeroushalmi & Associates" as reimbursement for the investigation fees and costs, testing costs,  
21          expert fees, attorney fees, and other litigation costs and expenses for all work performed through  
22          the approval of this Consent Judgment.

23          4.4     **Civil Penalty:** Ross shall issue two separate checks for a total amount of \$1,500  
24          as penalties pursuant to Health & Safety Code § 25249.12: (a) one check made payable to the  
25          State of California's Office of Environmental Health Hazard Assessment (OEHHA) in the  
26          amount of \$1,125, representing 75% of the total penalty; and (b) one check to Consumer  
27          Advocacy Group, Inc. in the amount of \$375 representing 25% of the total penalty. Two separate  
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1 1099s shall be issued for the above payments: The first 1099 shall be issued to OEHHA, P.O.  
2 Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of \$1,125. The second  
3 1099 shall be issued in the amount of \$875 to CAG and delivered to: Yeroushalmi & Associates,  
4 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

5 4.5 All payments to CAG and Yeroushalmi & Associates under this Consent  
6 Judgment shall be delivered to: Yeroushalmi & Associates, 9100 Wilshire Blvd., Suite 240W,  
7 Beverly Hills, CA 90212.

8 **5. MATTERS COVERED BY THIS CONSENT JUDGMENT**

9 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on  
10 behalf of itself and in the public interest and Ross and its officers, directors, insurers, employees,  
11 parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister companies  
12 and their successors and assigns ("Defendant Releasees") and all persons and entities who are  
13 downstream in the stream of commerce from Ross who sell or distribute the Covered Products  
14 ("Downstream Defendant Releasees"), for all claims for violations of Proposition 65 up through  
15 the Effective Date based on exposure to DEHP from DEHP Covered Products and lead from Lead  
16 Covered Products, through the Effective Date. Ross's and Defendant Releasees' compliance with  
17 this Consent Judgment shall constitute compliance with Proposition 65 with respect to DEHP  
18 from DEHP Covered Products and lead from Lead Covered Products as set forth in the Notices.  
19 DEHP Covered Products and Lead Covered Products are limited to those sold directly or  
20 indirectly to Ross by Handbags for All, KCO Group, and Daniel's Bath and Beyond. This  
21 Section 5.1 shall not extend upstream to any entity that manufactured the Covered Products or  
22 any component parts thereof, or any distributor or supplier who sold the Covered Products to  
23 Ross.

24 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,  
25 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
26 indirectly, any form of legal action and releases all claims, including, without limitation, all  
27 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,  
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1 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert  
2 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or  
3 contingent (collectively "Claims"), against Ross, Defendant Releasees, and Downstream  
4 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or  
5 common law regarding the failure to warn about exposure to DEHP in DEHP Covered Products  
6 and lead in Lead Covered Products through the Effective Date. DEHP Covered Products and  
7 Lead Covered Products are limited to those sold directly or indirectly to Ross by Handbags for  
8 All, KCO Group, and Daniel's Bath and Beyond. In furtherance of the foregoing, as to alleged  
9 exposures to Covered Products, CAG hereby waives any and all rights and benefits which it now  
10 has, or in the future may have, conferred upon it with respect to the Claims by virtue of the  
11 provisions of section 1542 of the California Civil Code, which provides as follows:  
12

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

18 CAG understands and acknowledges that the significance and consequence of this waiver of  
19 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
20 resulting from, or related directly or indirectly to, in whole or in part, the Covered Products,  
21 including but not limited to any exposure to, or failure to warn with respect to exposure to, lead or  
22 lead compounds from Covered Products, CAG will not be able to make any claim for those  
23 damages against Ross the Defendant Releasees, or Downstream Defendant Releasees.  
24 Furthermore, CAG acknowledges that it intends these consequences for any such Claims as may  
25 exist as of the date of this release but which CAG does not know exist, and which, if known,  
26 would materially affect their decision to enter into this Consent Judgment, regardless of whether  
27 their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.  
28 This Section 5.2 shall not extend upstream to any entity that manufactured the Covered Products  
or any component parts thereof, or any distributor or supplier who sold the Covered Products to

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1 Ross.

2 **6. ENFORCEMENT OF JUDGMENT**

3 6.1 The terms of this Consent Judgment shall be enforced exclusively by the parties  
4 hereto. The parties may, by noticed motion or order to show cause before the Superior Court of  
5 California, San Francisco, giving the notice required by law, enforce the terms and conditions  
6 contained herein. A Party may enforce any of the terms and conditions of this Consent Judgment  
7 only after that Party first provides 30 days' notice to the Party allegedly failing to comply with the  
8 terms and conditions of this Consent Judgment and attempts to resolve such Party's failure to  
9 comply in an open and good faith manner.

10 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other  
11 proceeding to enforce Section 3 of this Consent Judgment, CAG shall provide a Notice of  
12 Violation ("NOV") to Ross. The NOV shall include for each Covered Product: the date(s) the  
13 alleged violation(s) was observed and the location at which the Covered Product was offered for  
14 sale, and shall be accompanied by all test data obtained by CAG regarding the Covered Product.

15 6.2.1 **Non-Contested NOV.** CAG shall take no further action regarding the  
16 alleged violation if, within 30 days of receiving such NOV, Ross serves a Notice of  
17 Election ("NOE") that meets one of the following conditions:

18 (a) The Covered Product was received by Ross for sale in California  
19 before the Effective Date, or

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

24 6.2.2 **Contested NOV.** Ross may serve an NOE informing CAG of its election  
25 to contest the NOV within 30 days of receiving the NOV.  
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(a) In its election, Ross may request that the same sample(s) of Covered Product(s) tested by CAG be subject to confirmatory testing at an accredited laboratory.

(b) If the confirmatory testing establishes that the Covered Product does not contain lead in excess of the level allowed in Section 3.1 CAG shall take no further action regarding the alleged violation. If the testing does not establish compliance with Section 3.1, Ross may withdraw its NOE to contest the violation and may serve a new NOE pursuant to Section 6.2.1.

(c) If Ross does 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 either 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 Ross 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.

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1           **8. SUBSEQUENT MODIFICATION OF APPROVED CONSENT JUDGMENT**

2           8.1 Subsequent to entry of this Consent Judgment, should a Party seek modification of  
3 this Consent Judgment, such modification shall be in writing and approved by the Court.

4           8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
5 meet and confer with the other Party prior to filing a motion to modify the approved Consent  
6 Judgment.

7           **9. RETENTION OF JURISDICTION**

8           9.1 This Court shall retain jurisdiction of this matter to implement and enforce the  
9 terms of this Consent Judgment.

10          **10. DUTIES LIMITED TO CALIFORNIA**

11          10.1 This Consent Judgment shall have no effect on Covered Products sold by Ross  
12 outside the State of California.

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

14          11.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
15 California Attorney General so that the Attorney General may review this Consent Judgment  
16 prior to its submittal to the Court for approval. No sooner than forty five (45) days after the  
17 Attorney General has received the aforementioned copy of this Consent Judgment, and in the  
18 absence of any written objection by the Attorney General to the terms of this Consent Judgment,  
19 the parties may then submit it to the Court for approval.

20          **12. ATTORNEY'S FEES**

21          12.1 Except as specifically provided in Section 4.3, each Party shall bear its own costs  
22 and attorney fees in connection with this action.

23          **13. ENTIRE AGREEMENT**

24          13.1 This Consent Judgment contains the sole and entire agreement and understanding  
25 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,  
26 negotiations, commitments and understandings related hereto. No representations, oral or  
27 otherwise, express or implied, other than those contained herein have been made by any party  
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hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties.

**14. GOVERNING LAW**

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

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

**15. EXECUTION IN COUNTERPARTS**

15.1 This Consent Judgment may be executed in counterparts and by means of facsimile or portable document format (pdf), which taken together shall be deemed to constitute one document.

**16. NOTICES**

16.1 Any notices under this Consent Judgment shall be by personal delivery of First Class Mail.

<p><b>If to CAG:</b></p> <p>Reuben Yeroushalmi, Esq.  Yeroushalmi &amp; Yeroushalmi  9100 Wilshire Boulevard, Suite 240W  Beverly Hills, CA 90212  (310) 623-1926</p>	<p><b>If to Ross:</b></p> <p>General Counsel  Ross Stores, Inc.  4440 Rosewood Drive  Pleasanton, CA 94588</p> <p>With a copy to:</p>
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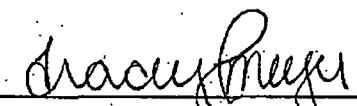
	Jeffrey B. Margulies Fulbright & Jaworski LLP 555 South Flower Street 41st Floor Los Angeles, California 90071
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**17. AUTHORITY TO STIPULATE**

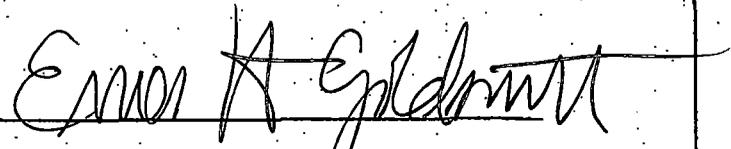
17.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of the party represented and legally to bind that party.

AGREED TO:  
 Date: September 29, 2014  
  
 Name: Michael Marcus  
 Title: Director  
 CONSUMER ADVOCACY GROUP, INC.

AGREED TO:  
 Date: 9.29.14  
  
 Name: Tracey Meyer  
 Title: Corporate Counsel + Senior Director  
 ROSS STORES, INC. Product Compliance

**IT IS SO ORDERED.**

Date: AUG 07 2015

  
 JUDGE OF THE SUPERIOR COURT  
 ERNEST H. GOLDSMITH