



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

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May-28-2015 8:34 am

Case Number: CGC-13-536393

Filing Date: May-28-2015 8:34

Filed by: FELICIA GREEN

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TEXT JUDGMENT

CONSUMER ADVOCACY GROUP, INC., IN THE PUBLIC VS. LEHIGH  
CONSUMER PRODUCTS, LLC., A DELAWARE LIMITED et al

001C04928529

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MAY 28 2015

CLERK OF THE COURT

BY: Atalia Sheen  
Deputy Clerk

1 Reuben Yeroushalmi (SBN 193981)  
Daniel D. Cho (SBN 105409)  
2 Ben Yeroushalmi (SBN 232540)  
3 **YEROUSHALMI & YEROUSHALMI**  
9100 Wilshire Boulevard, Suite 240W  
4 Beverly Hills, California 90212  
Telephone: 310.623.1926  
5 Facsimile: 310.623.1930

6 Attorneys for Plaintiffs,  
7 Consumer Advocacy Group, Inc.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SAN FRANCISCO**

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

13 Plaintiff,

14 v.

15 LEHIGH CONSUMER PRODUCTS, LLC.,  
16 a Delaware Limited Liability Company;  
JARDEN CORPORATION, a Delaware  
17 Corporation; LF, LLC, a Delaware Limited  
Liability Company; WELLINGTON-  
18 CORDAGE, LLC; a Delaware Limited  
Liability Company; LOWE'S HOME  
19 CENTERS, LLC., a North Carolina Limited  
Liability Company; WAL-MART STORES,  
20 INC., a Delaware Corporation; and DOES 1-  
21 20;

22 Defendants.

CASE NO. CGC-13-536393

**CONSENT JUDGMENT ~~PROPOSED~~**

Health & Safety Code § 25249.5 *et seq.*

Complaint Filed: December 23, 2013

23  
24 **I. INTRODUCTION**

25 1.1 This Consent Judgment is entered into by and between plaintiff, Consumer  
26 Advocacy Group, Inc. (referred to as "CAG") acting on behalf of itself and in the interest of the  
27  
28

**CONSENT JUDGMENT ~~PROPOSED~~**

1 public, and defendant, Lehigh Consumer Products LLC. (hereinafter referred to as "Lehigh" or  
2 Defendant), with each referred to as a "Party" and collectively referred to as "Parties."

3 **1.2 Defendants and Products**

4 1.2.1 Defendant employs ten or more persons, is a person in the course of doing  
5 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California  
6 Health & Safety Code §§ 25249.6 et seq. ("Proposition 65"), and causes to be manufactured,  
7 distributed, or sells Clotheslines, which include but are not limited to "Blue Hawk™ PVC-Coated  
8 Clotheslines, "13 LB.", "100 FT. x 3/16 IN.", Item#0349255, Model#930-12BK, barcode: 0 71514  
9 01235 3" and Laundry Accessories, which include but are not limited to "mainSTAYS™ home  
10 white Plastic Clothesline, 5/32" x 100" / 4mm. x 30.5m. 89017/K1010H0100WM. 1488745. UPC  
11 #: 079085890172." ("Covered Products").

12 **1.3 Chemical Of Concern**

13 1.3.1 Diethyl hexyl phthalate ("DEHP") is a chemical known to the State of  
14 California to cause cancer and/or birth defects or other reproductive harm.

15 **1.4 Notices of Violation.**

16 1.4.1 On or about May 6, 2013, CAG served Lehigh and various public  
17 enforcement agencies with a document entitled "60-Day Notice of Violation" (the "May 6, 2013")  
18 that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6  
19 for failing to warn individuals in California of exposures to DEHP in Clotheslines, including but  
20 not limited to "Blue Hawk™ PVC-Coated Clotheslines, "13 LB.", "100 FT. x 3/16 IN.", Item  
21 #0349255, Model #930-12BK, barcode: 0 71514 01235 3". No public enforcer has commenced  
22 or diligently prosecuted the allegations set forth in the May 6, 2013 Notice.

23 1.4.2 On or about August 16, 2013, CAG served Lehigh and various public  
24 enforcement agencies with a document entitled "60-Day Notice of Violation" (the "August 16,  
25 2013 Notice") that provided the recipients with notice of alleged violations of Health & Safety  
26 Code § 25249.6 for failing to warn individuals in California of exposures to DEHP in Laundry  
27

1 Accessories, including but not limited to "mainSTAYS TM home white Plastic Clothesline, 5/32"  
2 x 100' / 4mm. x 30.5m. 89017/K1010H0100WM. 1488745. UPC #: 079085890172." No public  
3 enforcer has commenced or diligently prosecuted the allegations set forth in the August 16, 2013  
4 Notice.

5 1.4.3 On or about July 16, 2014, CAG served Lehigh and various public  
6 enforcement agencies with a document entitled "60-Day Notice of Violation" (the "July 16, 2014  
7 Notice ") that provided the recipients with notice of alleged violations of Health & Safety Code §  
8 25249.6 for failing to warn individuals in California of exposures to DEHP in Laundry  
9 Accessories, including but not limited to "Secureline by Lehigh™ 35 lbs/ 15,9 kg SAFE  
10 WORKING LOAD "Vinyl Coated Wire Clothesline" "Great for laundry & securing" "Low  
11 stretch, excellent durability, sag-resistant" (50 ft x 5/32 in • 15,2m x 4 mm) UPC.: 0 71514 88884  
12 2". No public enforcer has commenced or diligently prosecuted the allegations set forth in the  
13 July 16, 2014 Notice.

14 1.4.4 On or about November 10, 2014, CAG served Lehigh and various public  
15 enforcement agencies with a document entitled "60-Day Notice of Violation" (the "November 10,  
16 2014 Notice") that provided the recipients with notice of alleged violations of Health & Safety  
17 Code § 25249.6 for failing to warn individuals in California of exposures to DEHP in Laundry  
18 Accessories, including but not limited to "mainSTAYS TM home white Plastic Clothesline, 5/32"  
19 x 100' / 4mm. x 30.5m. 89017/K1010H0100WM. 1488745. UPC #: 079085890172." No public  
20 enforcer has commenced or diligently prosecuted the allegations set forth in the November 10,  
21 2014 Notice.

### 22 1.5 Complaint.

23  
24 On December 23, 2013, CAG filed a Complaint for civil penalties and injunctive relief  
25 ("Complaint") in San Francisco Superior Court, Case No. CGC-13-536393. The Complaint  
26  
27  
28

1 alleges, among other things, that Defendant violated Proposition 65 by failing to give clear and  
2 reasonable warnings of exposure to DEHP from the Covered Products.

3 **1.6 Consent to Jurisdiction**

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

11 **1.7 No Admission**

12 This Consent Judgment resolves claims that are denied and disputed. The Parties enter  
13 into this Consent Judgment pursuant to a full and final settlement of any and all claims between  
14 the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment  
15 shall be construed as an admission by the Parties of any material allegation of the Complaint  
16 (each and every allegation of which Defendant denies), any fact, conclusion of law, issue of law  
17 or violation of law, including without limitation, any admission concerning any violation of  
18 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, or the  
19 meaning of the terms "knowingly and intentionally expose" or "clear and reasonable warning" as  
20 used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor  
21 compliance with its terms, shall constitute or be construed as an admission by the Parties of any  
22 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by  
23 any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated corporations,  
24 or be offered or admitted as evidence in any administrative or judicial proceeding or litigation in  
25 any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice,  
26 waive or impair any right, remedy, argument, or defense the Parties may have in any other or  
27

1 future legal proceeding, except as expressly provided in this Consent Judgment.

2 **2. DEFINITIONS**

3 2.1 "Covered Products" means Clotheslines, which include but are not limited to "Blue  
4 Hawk™ PVC-Coated Clotheslines, "13 LB.", "100 FT. x 3/16 IN.", Item #0349255, Model #930-  
5 12BK, barcode: 0 71514 01235 3", and Laundry Accessories, which include but are not limited to  
6 "mainSTAYS™ home white Plastic Clothesline, 5/32" x 100' / 4mm. x 30.5m.  
7 89017/K1010H0100WM. 1488745. UPC #: 079085890172.", and "Secureline by Lehigh™ 35 lbs/  
8 15,9 kg SAFE WORKING LOAD "Vinyl Coated Wire Clothesline" "Great for laundry &  
9 securing" "Low stretch, excellent durability, sag-resistant" (50 ft x 5/32 in = 15.2m x 4 mm) UPC:  
10 0 71514 88884 2". "Covered Products" are limited to the products distributed only by Lehigh.

11 2.2 "Effective Date" means the date that this Consent Judgment is entered by the Court.

12 2.3 "Notices" means the May 16, 2013, August 16, 2013, July 16, 2014, and November  
13 10, 2014 notices.

14 **3. INJUNCTIVE RELIEF / CLEAR AND REASONABLE WARNINGS.**

15 3.1 Within 30 days of the Effective Date or April 2015, whichever is later, Defendant  
16 will not manufacture, distribute, or sell the Covered Products in California unless the Covered  
17 Products have been affixed with Proposition 65 compliant warnings.

18 **4. SETTLEMENT PAYMENT**

19 4.1 **Payment and Due Date:** Within ten (10) days of the approval of the Effective  
20 Date, Lehigh shall pay a total of ninety thousand dollars and zero cents (\$90,000) in full and  
21 complete settlement of all monetary claims by CAG related to the Notices, as follows:

22 4.1.1 **Civil Penalty:** Defendant shall issue separate checks totaling fifteen  
23 thousand dollars (\$15,000) as penalties pursuant to Health & Safety Code § 25249.12:

24 (a) Lehigh will issue a check made payable to the State of California's  
25 Office of Environmental Health Hazard Assessment ("OEHHHA") in the amount of eleven thousand  
26 two hundred and fifty dollars (\$11,250) representing 75% of the total penalty and Lehigh will issue  
27

1 a check to "Consumer Advocacy Group, Inc." in the amount of three thousand seven hundred and  
2 fifty dollars (\$3,750) representing 25% of the total penalty; and

3 (b) Separate 1099s shall be issued for each of the above payments: Lehigh  
4 will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the  
5 amount of \$11,250. Lehigh will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100  
6 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

7 **4.1.2 Payment In Lieu of Civil Penalties:** Lehigh shall pay five thousand  
8 dollars (\$5,000) in lieu of civil penalties to "Consumer Advocacy Group, Inc." CAG will use this  
9 payment for investigation of the public's exposure to Proposition 65 listed chemicals through  
10 various means, including laboratory fees for testing for Proposition 65 listed chemicals,  
11 administrative costs and fees related to such activities, expert fees for evaluating exposures through  
12 various mediums, including but not limited to consumer product, occupational, and environmental  
13 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retained experts  
14 who assist with the extensive scientific analysis necessary for those files in litigation, as well as  
15 administrative costs and fees related to such activities in order to reduce the public's exposure to  
16 Proposition 65 listed chemicals by notifying those persons and/or entities believed to be  
17 responsible for such exposures and attempting to persuade those persons and/or entities to  
18 reformulate their products or the source of exposure to completely eliminate or lower the level of  
19 Proposition 65 listed chemicals, thereby addressing the same public harm as allegedly in the instant  
20 Action. Further, should the court require it, CAG will submit under seal, an accounting of these  
21 funds as described above as to how the funds were used. The check shall be made payable to  
22 "Consumer Advocacy Group, Inc." and delivered to Reuben Yeroushalmi, Yeroushalmi &  
23 Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

24 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Lehigh shall pay seventy  
25 thousand dollars (\$70,000) to "Yeroushalmi & Yeroushalmi" as reimbursement for reasonable  
26 investigation fees and costs, attorneys' fees, and any other costs incurred as a result of  
27

1 investigating, bringing this matter to Lehigh's attention, litigating, and negotiating a settlement in  
2 the public interest. The check shall be made payable to "Yeroushalmi & Yeroushalmi" and  
3 delivered to Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite  
4 240W, Beverly Hills, California 90212.

5 4.2 All payments shall be delivered to: Reuben Yeroushalmi, Yeroushalmi &  
6 Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212.

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

8 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on  
9 behalf of itself and in the public interest and Lehigh and its officers, directors, insurers, employees,  
10 parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister companies  
11 and their successors and assigns ("Defendant Releasees"), including but not limited to each of its  
12 manufacturers, suppliers, customers, distributors, wholesalers, retailers, or any other person in the  
13 course of doing business, and the successors and assigns of any of them, who may use, maintain,  
14 distribute or sell Covered Products, including but not limited to Lowe's Home Centers, LLC., L.F.  
15 LLC, Wal-Mart Stores, Inc. ("Upstream and Downstream Defendant Releasees"), for all claims  
16 for violations of Proposition 65 up through the Effective Date based on exposure to DEHP from  
17 Covered Products as set forth in the Notices. Defendant and Downstream Defendant Releasees'  
18 compliance with this Consent Judgment shall constitute compliance with Proposition 65 with  
19 respect to DEHP from Covered Products as set forth in the Notices. Nothing in this Section affects  
20 CAG's right to commence or prosecute an action under Proposition 65 against any person other  
21 than Defendant Releasees or Downstream Defendant Releasees.

22 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,  
23 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
24 indirectly, any form of legal action and releases all claims, including, without limitation, all  
25 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,  
26 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert  
27



1 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or  
2 contingent (collectively "Claims"), against Lehigh, Defendant Releasees, and Downstream  
3 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or  
4 common law regarding the failure to warn about exposure to DEHP from the Covered Products.  
5 In furtherance of the foregoing, as to alleged exposures to DEHP from the Covered Products, CAG  
6 on behalf of itself only, hereby waives any and all rights and benefits which it now has, or in the  
7 future may have, conferred upon it with respect to Claims arising from any violation of Proposition  
8 65 or any other statutory or common law regarding the failure to warn about exposure to DEHP  
9 from the Covered Products by virtue of the provisions of section 1542 of the California Civil Code,  
10 which provides as follows:

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

16 CAG understands and acknowledges that the significance and consequence of this waiver of  
17 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
18 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
19 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
20 about exposure to DEHP from the Covered Products, including but not limited to any exposure to,  
21 or failure to warn with respect to exposure to DEHP from the Covered Products, CAG will not be  
22 able to make any claim for those damages against Released Parties. Furthermore, CAG  
23 acknowledges that it intends these consequences for any such Claims arising from any violation  
24 of Proposition 65 or any other statutory or common law regarding the failure to warn about  
25 exposure to DEHP from Covered Products as may exist as of the date of this release but which  
26 CAG does not know exist, and which, if known, would materially affect their decision to enter  
27 into this Consent Judgment, regardless of whether their lack of knowledge is the result of  
28 ignorance, oversight, error, negligence, or any other cause.

1 **6. ENFORCEMENT OF JUDGMENT**

2 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties  
3 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of  
4 California, San Francisco County, giving the notice required by law, enforce the terms and  
5 conditions contained herein. A Party may enforce any of the terms and conditions of this Consent  
6 Judgment only after that Party first provides 90 days' notice to the Party allegedly failing to comply  
7 with the terms and conditions of this Consent Judgment and attempts to resolve such Party's failure  
8 to comply in an open and good faith manner.

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

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

18 (a) The Covered Products were shipped by Lehigh for sale in California  
19 before the Effective Date, or

20 (b) Since receiving the NOV Lehigh has taken corrective action by  
21 either (i) requesting that its customers or stores in California, as applicable, remove the  
22 Covered Products identified in the NOV from sale in California and destroy or return the  
23 Covered Products to Lehigh or vendor, as applicable, or (ii) providing a clear and  
24 reasonable warning for the Covered Products identified in the NOV pursuant to 27 Cal.  
25 Code Regs. § 25603.  
26

1           6.2.2 **Contested NOV.** Lehigh may serve an NOE informing CAG of its election  
2 to contest the NOV within 30 days of receiving the NOV.

3           6.3 In any proceeding brought by either Party to enforce this Consent Judgment, such  
4 party may seek whatever fines, costs, penalties or remedies as may be provided by law for any  
5 violation of Proposition 65 or this Consent Judgment.

6 **7. ENTRY OF CONSENT JUDGMENT**

7           7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
8 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and  
9 Lehigh waive their respective rights to a hearing or trial on the allegations of the Complaint.

10          7.2 If this Consent Judgment is not approved in its entirety by the Court, (a) this  
11 Consent Judgment and any and all prior agreements between the parties merged herein shall  
12 terminate and become null and void, and the actions shall revert to the status that existed prior to  
13 the execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft  
14 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement  
15 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any  
16 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to  
17 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

18 **8. MODIFICATION OF JUDGMENT**

19           8.1 This Consent Judgment may be modified only upon written agreement of the  
20 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
21 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

22           8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
23 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

24 **9. RETENTION OF JURISDICTION**

25           9.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms  
26 of this Consent Judgment.  
27

1 **10. DUTIES LIMITED TO CALIFORNIA**

2 10.1 This Consent Judgment shall have no effect on Covered Products sold by Lehigh  
3 outside the State of California.

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

5 11.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
6 California Attorney General so that the Attorney General may review this Consent Judgment prior  
7 to its submittal to the Court for approval. No sooner than forty five (45) days after the Attorney  
8 General has received the aforementioned copy of this Consent Judgment, and in the absence of  
9 any written objection by the Attorney General to the terms of this Consent Judgment, the parties  
10 may then submit it to the Court for approval.

11 **12. ATTORNEY FEES**

12 12.1 Except as specifically provided in Section 4.1.3, each Party shall bear its own costs  
13 and attorneys' fees in connection with this action.

14 **13. ENTIRE AGREEMENT**

15 13.1 This Consent Judgment contains the sole and entire agreement and understanding  
16 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,  
17 negotiations, commitments and understandings related hereto. No representations, oral or  
18 otherwise, express or implied, other than those contained herein have been made by any party  
19 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
20 to exist or to bind any of the Parties.

21 **14. GOVERNING LAW**

22 14.1 The validity, construction and performance of this Consent Judgment shall be  
23 governed by the laws of the State of California, without reference to any conflicts of law provisions  
24 of California law.

25 14.2 The terms of this Consent Judgment shall be governed by the laws of the State of  
26 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered  
27

1 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
2 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or  
3 rendered inapplicable by reason of law generally as to the Covered Products, then any Defendant  
4 subject to this Consent Judgment may provide written notice to CAG of any asserted change in the  
5 law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and  
6 to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall  
7 be interpreted to relieve a Defendant from any obligation to comply with any pertinent state or  
8 federal law or regulation.

9           14.3 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 or  
13 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
14 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
15 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
16 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in  
17 this regard, the Parties hereby waive California Civil Code § 1654.

18 **15. EXECUTION AND COUNTERPARTS**

19           15.1 This Consent Judgment may be executed in counterparts and by means of facsimile  
20 or portable document format (pdf), which taken together shall be deemed to constitute one  
21 document and have the same force and effect as original signatures.

22 **16. NOTICES**

23           16.1 Any notices under this Consent Judgment shall be by personal delivery of First  
24 Class Mail.  
25

26  
27 If to CAG:  
28

1 Reuben Yeroushalmi  
9100 Wilshire Boulevard, Suite 240W  
2 Beverly Hills, CA 90212  
(310) 623-1926

3 If to Lehigh Consumer Products LLC:

4 John Capps, Vice President and Secretary or  
5 Current Vice President and Secretary  
6 Lehigh Consumer Products LLC  
2381 Executive Center Dr.  
7 Boca Raton, FL 33431

8 With a copy to:

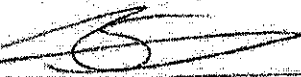
9 Elizabeth V. McNulty Archer Norris PLC  
4695 MacArthur Court, Suite 350  
10 Newport Beach, Ca. 92660

11  
12 **17. AUTHORITY TO STIPULATE**

13 17.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
14 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of  
15 the party represented and legally to bind that party.  
16

17  
18 **AGREED TO:**

19 Date: 1-5-15, 2014

20 

21 Name: MICHEL SASSOUN

22 Title: EXECUTIVE DIRECTOR  
23 CONSUMER ADVOCACY GROUP,  
24 INC.

18 **AGREED TO:**

19 Date: January 5, 2014

20 

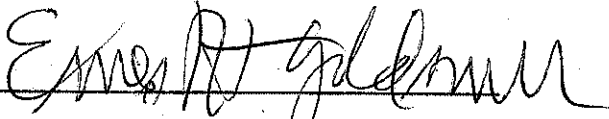
21 Name: Marc J. Clements

22 Title: Vice President - Litigation & Regulatory  
23 LEHIGH CONSUMER PRODUCTS LLC  
24

1 **IT IS SO ORDERED.**

2                   MAY 28 2015

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

  
4 \_\_\_\_\_  
5 JUDGE OF THE SUPERIOR COURT  
6 ERNEST H. GOLDSMITH  
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**SUPERIOR COURT OF CALIFORNIA**  
**County of San Francisco**

CONSUMER ADVOCACY GROUP, INC.,

Plaintiff(s),

vs.

LEHIGH CONSUMER PRODUCTS, LLC, et  
al.

Defendant(s).

Case No. CGC-13-536393

**CERTIFICATE OF MAILING**  
(CCP 1013a (4))

I, FELICIA GREEN, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On May 28, 2015, I served the attached **ORDER GRANTING MOTION TO APPROVE AND ENTER CONSENT JUDGMENT BETWEEN CONSUMER ADVOCACY GROUP, INC., AND LEHIGH CONSUMER PRODUCTS, LLC, and CONSENT JUDGMENT** by placing a copy thereof in a sealed envelope, addressed as follows:

Michael D. Abraham  
BARTKO ZANKEL BUNZEL & MILLER  
One Embarcadero Center, Suite 800  
San Francisco, CA 94111

Elizabeth V. McNulty  
ARCHER NORRIS  
4695 Macarthur Court, Suite 350  
Newport Beach, CA 92660

Reuben Yeroushalmi  
YEROUSHALMI & ASSOCIATES  
9100 Wilshire Boulevard, Suite 240w  
Beverly Hills, CA 90212

and, I then placed the sealed envelopes in the outgoing mail at 400 McAllister Street, San Francisco, CA. 94102 on the date indicated above for collection, attachment of required prepaid postage, and mailing on that date following standard court practices.

Dated: May 28, 2015

T. MICHAEL YUEN, Clerk

By:



Felicia Green, Deputy Clerk