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8 Attorneys for Plaintiff,
9 CONSUMER ADVOCACY GROUP, INC.

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

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

14 Plaintiff,

15 v.

16 USA MINISO DEPOT, INC., a Delaware
17 Corporation, *et al.*,
18 Defendants.

CASE NO. 19STCV26999

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

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 public interest,
22 and Defendant MINISO DEPOT CA, INC. (“Settling Defendant”) with each a Party to the action
23 and collectively referred to as “Parties.”

24 **1.2 Defendant and Covered Products**

25 1.2.1 CAG alleges that MINISO DEPOT CA, INC.. is a Delaware Corporation which
26 employs ten or more persons. For purposes of this Consent Judgment only, MINISO DEPOT
27 CA, INC. does not dispute that it is a “person in the course of doing business” in California
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FILED
Superior Court of California
County of Los Angeles
06/13/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: S. Ontiveros Deputy

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1 within the meaning of California Health and Safety Code section 25249.5 *et seq.* (“Proposition
2 65”) and subject to the provisions of the Proposition 65.

3 1.2.2 CAG alleges that Settling Defendant manufactures, sells, and/or distributes
4 consumer products in California.

5 **1.3 Listed Chemicals**

6 1.3.1 Di (2-ethylhexyl) Phthalate (“DEHP”), also known as Diethyl Hexyl Phthalate
7 and Bis (2-ethylhexyl) Phthalate, has been listed by the State of California as a chemical known
8 to cause cancer and birth defects or other reproductive harm.

9 1.3.2 Diisononyl Phthalate (“DINP”) has been listed by the State of California as a
10 chemical known to cause cancer.

11 **1.4 Notices of Violation**

12 1.4.1 On or about October 2, 2018, CAG served a “60-Day Notice of Intent to Sue for
13 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2018-01781”)
14 (“October 2, 2018 Notice”) that provided Defendant with notice of alleged violations of Health
15 & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DINP
16 contained in certain Cosmetic Bags sold, manufacturer, and/or distributed by Defendant in
17 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
18 in the October 2, 2018 Notice.

19 1.4.2 On or about November 30, 2018, CAG served a “60-Day Notice of Intent to Sue
20 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2018-
21 02187”) (“November 30, 2018 Notice”) that provided Defendant with notice of alleged
22 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
23 exposures to DEHP contained in certain Tissue Holders sold, manufacturer, and/or distributed by
24 Defendant in California. No public enforcer has commenced or diligently prosecuted the
25 allegations set forth in the November 30, 2018, Notice.

26 1.4.3 On or about December 21, 2018, CAG served a “60-Day Notice of Intent to Sue for
27 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2018-02329”)
28

1 (“December 21, 2018, Notice”) that provided Defendant with notice of alleged violations of
2 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
3 DEHP contained in certain Tape Measures sold, manufacturer, and/or distributed by Defendant
4 in California. No public enforcer has commenced or diligently prosecuted the allegations set
5 forth in the December 21, 2018, Notice.

6 1.4.4 On or about January 18, 2019, CAG served a “60-Day Notice of Intent to Sue for
7 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-00138”)
8 (“January 18, 2019 Notice”) that provided Defendant with notice of alleged violations of Health
9 & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
10 contained in certain Soap Holders sold, manufacturer, and/or distributed by Defendant in
11 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
12 in the January 18, 2019 Notice.

13 1.4.5 On or about February 12, 2019 CAG served a “60-Day Notice of Intent to Sue for
14 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-00326”)
15 (“February 12, 2019 Notice”) that provided Defendant with notice of alleged violations of Health
16 & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
17 contained in certain Cosmetic Bags sold, manufacturer, and/or distributed by Defendant in
18 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
19 in the February 12, 2019 Notice.

20 1.5 **Complaints**

21 1.5.1 On July 31, 2019 CAG filed a Complaint for civil penalties and injunctive relief
22 (“Complaint 1”) in Los Angeles County Superior Court, Case No. 19STCV26999 against USA
23 MINISO DEPOT, INC.; MINISO DEPOT FINANCIAL, INC.; and MINISO DEPOT CA, INC.
24 Complaint 1 alleges, among other things, that Proposition 65 was violated for failure to allegedly
25 give clear and reasonable warnings of alleged exposure to DEHP in certain Soap Holders,
26 Cosmetic Bags, Tape Measures, and Tissue Holders, and DINP in certain Cosmetic Bags.
27 Defendant distributed and/or sold.

1 **1.6 Consent to Jurisdiction**

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

9 **1.7 No Admission**

10 This Consent Judgment resolves claims that are denied and disputed. The Parties enter into
11 this Consent Judgment pursuant to a full and final settlement of any and all claims between the
12 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall
13 be construed as an admission by the Parties of any material allegation in the Notice or the
14 Complaint, or of any fact, conclusion of law, issue of law or violation of law of any kind, including
15 without limitation, any admission concerning any alleged or actual violation of Proposition 65 or
16 any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the
17 meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as
18 used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor
19 compliance with its terms, shall constitute or be construed as an admission by the Parties of any
20 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by
21 Settling Defendant, their officers, directors, employees, or parent, subsidiary or affiliated
22 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or
23 litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall
24 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
25 other or future legal proceeding, except as expressly provided in this Consent Judgment.

1 **2. DEFINITIONS**

2 2.1 “Covered Products” means the (1) **Cosmetic Bags**, (2) **Tissue Holders**, (3) **Tape**
3 **Measures**, and (3) **Soap Holders**, as specifically identified in the Notices outlined in Section
4 1.4.

5 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
6 Court.

7 2.3 “DEHP” means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl
8 Phthalate and Bis (2-ethylhexyl) Phthalate

9 2.4 “DINP” means Diisononyl Phthalate.

10 2.5 “Listed Chemicals” means:

11 As to Tissue Holders: DEHP

12 As to Cosmetic Bags: DEHP and DINP

13 As to Tape Measures: DEHP

14 As to Soap Holders: DEHP

15 2.6 “Notices” means the Notices named in paragraph 1.4 of this Consent Judgment.


16 2.7 “Listed Chemicals” means DEHP and DINP.

17 **3. INJUNCTIVE RELIEF/REFORMULATION**


18 3.1 After the Effective Date, Settling Defendant shall not order for manufacture and
19 then distribute for sale or offer for sale any Covered Products as specifically identified by style
20 number, SKU number, style or UPC code in the Notices with any component that contains the
21 Listed Chemical(s) in excess of 0.1% (1,000 parts per million) by weight.

22 3.2 Any Covered Products that Settling Defendant manufactures for sale, distributes
23 for sale, or ships for sale in California after the Effective Date that were ordered for manufacture
24 prior to the Effective Date must contain a clear and reasonable warning, consistent with 27 CCR
25 section 25600 *et seq.* unless it contains no more than 0.1% by weight (1,000 ppm) of the Listed
26 Chemical(s). In consideration of the fact that Defendants have agreed to only order for
27 manufacture reformulated Covered products, parties agree to the following language for Covered
28


1 Products in existing inventory that contain more than 0.1% DEHP and/or DINP by weight :

2  WARNING: This product can expose you to chemicals including Di(2-
3 ethylhexyl) phthalate (DEHP) which is known to the State of California to cause cancer
4 and birth defects or other reproductive harm. For more information go to
www.P65Warnings.ca.gov.


5 Or:

6  WARNING: Cancer and Reproductive Harm www.P65Warnings.ca.gov.

7
8 For Covered Products that contain only DINP the warnings shall state:

9  WARNING: This product can expose you to chemicals including Diisononyl
10 Phthalate (DINP) which is known to the State of California to cause cancer. For more
information go to www.P65Warnings.ca.gov.

11 Or:

12  WARNING: Cancer www.P65Warnings.ca.gov.

13
14 3.3 Any warnings provided pursuant to this Section 3.2 shall be affixed to the
15 packaging of, or directly on, or attached to the Covered Products, and be prominently placed
16 with such conspicuousness as compared with other words, statements, designs, or devices as to
17 render it likely to be read and understood by an ordinary individual under customary conditions
18 before purchase or use. The equilateral triangle pictogram shall be in yellow with a black
19 exclamation mark; provided however, the pictogram may be in black and white instead of yellow
20 if the Covered Product label does not contain the color yellow.

21 3.4 Covered Products already distributed to Downstream Releasees prior to the
22 Effective Date, including those already being offered to sale as of the Effective Date, may
23 continue to be sold through as is.

24
25 **4. SETTLEMENT PAYMENT**

26 4.1 **Payment and Due Date:** Within ten (10) business days of receiving Notice that
27 this Consent Judgment has been entered by the Court and receiving the appropriate tax payer

1 information from CAG, Defendant shall pay a total of three hundred thousand dollars and zero
2 cents (\$300,000) in full and complete settlement of any and all claims for civil penalties,
3 damages, attorney's fees, expert fees or any other claim for costs, expenses or monetary relief of
4 any kind for claims that were or could have been asserted in the Notices or Complaint identified
5 in Sections 1.5.1 through 1.5.9, as follows:

6 **4.1.1 Civil Penalty** In consideration of the fact that Proposition 65 requires warnings,
7 and the Defendant has agreed to reformulate certain Covered Products, in lieu of warnings,
8 Plaintiff has agreed to a lower penalty amount totaling thirty-four thousand and three hundred
9 dollars (\$34,300) as follows for alleged civil penalties pursuant to Health & Safety Code §
10 25249.12:

11 (a) Settling Defendant will issue one check made payable to the State of California's
12 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of twenty-five
13 thousand seven hundred and twenty-five dollars (\$25,725) representing 75% of the total civil
14 penalty and Settling Defendant will issue a second check to CAG in the amount of eight
15 thousand five hundred and seventy-five dollars (\$8,575) representing 25% of the total civil
16 penalty;

17 (b) Separate 1099s shall be issued for each of the above payments: Settling Defendant
18 will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the
19 amount of \$25,725. Settling Defendant will also issue a 1099 to CAG in the amount of \$8,575
20 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W,
21 Beverly Hills, California 90212.

22 **4.1.2 Additional Settlement Payments:** Settling Defendant shall issue one check for to
23 twenty-five thousand and seven hundred dollars (\$25,700) to "Consumer Advocacy Group, Inc."
24 pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 §
25 3203(d). CAG will use this portion of the Total Settlement Payment as follows, eighty five
26 percent (85%) for fees of investigation, purchasing and testing for the Proposition 65 Listed
27 Chemical in various products, and for expert fees for evaluating exposures through various
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1 mediums, including but not limited to consumer product, occupational, and environmental
2 exposures to the Proposition 65 Listed Chemical, and the cost of hiring consulting and retaining
3 experts who assist with the extensive scientific analysis necessary for those files in litigation and
4 to offset the costs of future litigation enforcing Proposition 65 but excluding attorney fees; fifteen
5 percent (15%) for administrative costs incurred during investigation and litigation to reduce the
6 public's exposure to the Proposition 65 Listed Chemicals by notifying those persons and/or
7 entities believed to be responsible for such exposures and attempting to persuade those persons
8 and/or entities to reformulate their products or the source of exposure to completely eliminate or
9 lower the level of the Proposition 65 Listed Chemicals including but not limited to costs of
10 documentation and tracking of products investigated, storage of products, website enhancement
11 and maintenance, computer and software maintenance, investigative equipment, CAG's member's
12 time for work done on investigations, office supplies, mailing supplies and postage Within 30
13 days of a request from the Attorney General, CAG shall provide to the Attorney General copies of
14 documentation demonstrating how the above funds have been spent. CAG shall be solely
15 responsible for ensuring the proper expenditure of such additional settlement payment.

16 **4.1.3 Reimbursement of Attorney Fees and Costs:** Settling Defendant shall issue a
17 check in the amount of two hundred and forty thousand dollars (\$240,000) payable to
18 "Yeroushalmi & Yeroushalmi" as complete reimbursement for any and all reasonable
19 investigation fees and costs, attorneys' fees, expert fees, and any and all other costs and expenses
20 incurred as a result of investigating, bringing this matter to the Settling Defendant's attention,
21 litigating, negotiating a settlement in the public interest, and seeking and obtaining court
22 approval of this Consent Judgment.

23 **4.2** Other than the payment to OEHHA described above, all payments referenced in
24 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
25 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
26 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard
27 Assessment, OEHHA, 1001 I Street, Mail Stop 12-B Sacramento, California 95812, Attn: Mike
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1 Gyurics. Settling Defendant shall provide written confirmation to CAG of the payment to
2 OEHHA.

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

4 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
5 behalf of itself and in the public interest, and Settling Defendant and their owners, officers,
6 directors, insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries,
7 partners, affiliates, sister companies, predecessors, and their successors and assigns, including
8 but not limited to USA MINISO DEPOT, INC. and MINISO DEPOT FINANCIAL, INC.
9 (collectively “Defendant Releasees” which includes Settling Defendant), and all entities to whom
10 Defendant Releasees, including Settling Defendant, directly or indirectly distribute or sell
11 Covered Products, including, but not limited to, downstream distributors, downstream
12 wholesalers, customers, retailers, marketplace hosts, franchisees, cooperative members,
13 licensees, and the successors and assigns of any of them, who may use, maintain, distribute or
14 sell Covered Products, including MINISO DEPOT FINANCIAL INC. (“Downstream
15 Releasees”), of all claims for alleged or actual violations of Proposition 65 for alleged exposures
16 to the Listed Chemicals from the Covered Products manufactured, distributed or sold by Settling
17 Defendant up through the Effective Date as set forth in the Notices and Complaints. Settling
18 Defendant’s compliance with this Consent Judgment shall constitute compliance with
19 Proposition 65 with respect to alleged exposures to the Listed Chemicals from the Covered
20 Products sold by Defendant Releasees or Downstream Releasees after the Effective Date.
21 Nothing in this Section affects CAG’s right to commence or prosecute an action under
22 Proposition 65 against any person other than Defendant Releasees, or Downstream Releasees.

23 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
24 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
25 indirectly, any form of legal action and releases all claims, including, without limitation, all
26 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
27 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
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1 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,
2 fixed or contingent (collectively "Claims"), against Defendant Releasees and Downstream
3 Releasees arising from any actual or alleged violation of Proposition 65 or any other statutory or
4 common law claim regarding the Covered Products manufactured, distributed or sold by the
5 Defendant Releasees through the Effective Date regarding any actual or alleged failure to warn
6 about exposure to the Listed Chemicals from the Covered Products. In furtherance of the
7 foregoing, CAG on behalf of itself only, hereby waives any and all rights and benefits which it
8 now has, or in the future may have, conferred upon it with respect to Claims regarding the
9 Covered Products manufactured, distributed or sold by Defendant Releasees and Downstream
10 Releasees through the Effective Date arising from any violation of Proposition 65 or any other
11 statutory or common law regarding the failure to warn about exposure to the Listed Chemicals
12 from the Covered Products by virtue of the provisions of section 1542 of the California Civil
13 Code, which provides as follows:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
15 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
16 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
17 RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
18 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
19 DEBTOR OR RELEASED PARTY.

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, Claims arising from any
21 violation of Proposition 65 or any other statutory or common law regarding the Covered
22 Products manufactured, distributed or sold by the Defendant Releasees and Downstream
23 Releasees through the Effective Date regarding the failure to warn about actual or alleged
24 exposure to the Listed Chemicals from the Covered Products, CAG will not be able to make any
25 claim for those damages, penalties or other relief against Defendant Releasees and Downstream
26 Releasees. Furthermore, CAG acknowledges that it intends these consequences for any such
27 Claims arising from any violation of Proposition 65 or any other statutory or common law
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1 regarding the failure to warn about exposure to the Listed Chemicals from the Covered Products
2 as may exist as of the date of this release but which CAG does not know exist, and which, if
3 known, would materially affect their decision to enter into this Consent Judgment, regardless of
4 whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any
5 other cause.

6 5.3 Compliance with the terms of this Consent Judgment shall be deemed to
7 constitute compliance with Proposition 65 by any of the Defendant Releasees and Downstream
8 Releasees regarding alleged exposures to the Listed Chemicals in the Covered Products as set
9 forth in the Notices and Complaint.

10 **6. ENTRY OF CONSENT JUDGMENT**

11 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
12 California Health & Safety Code § 25249.7(f).

13 6.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent
14 Judgment and any and all prior agreements between the Parties merged herein shall terminate
15 and become null and void, and the actions shall revert to the status that existed prior to the
16 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
17 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
18 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
19 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
20 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

21 **7. MODIFICATION OF JUDGMENT**

22 7.1 This Consent Judgment may be modified only upon written agreement of the
23 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
24 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

25 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
26 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.
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1 **8. ENFORCEMENT OF JUDGMENT**

2 8.1 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, County of Los Angeles, 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
6 Consent Judgment only after that Party first provides 30 days' notice to the Party allegedly
7 failing to comply with the terms and conditions of this Consent Judgment and attempts to resolve
8 such Party's failure to comply in an open and good faith manner.

9 **9. RETENTION OF JURISDICTION**

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

12 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
13 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

15 10.1 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, CAG may
19 then submit it to the Court for approval.

20 **11. ATTORNEY FEES**

21 11.1 Except as specifically provided in Section 4.1.3 and 9.2, each Party shall bear its
22 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

23 **12. GOVERNING LAW**

24 12.1 The validity, construction, terms, and performance of this Consent Judgment shall
25 be governed by the laws of the State of California, without reference to any conflicts of law
26 provisions of California law.
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1 12.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
2 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
3 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
4 rendered inapplicable by reason of law generally as to the Covered Products or Listed
5 Chemicals, then Settling Defendant may provide written notice to CAG of any asserted change
6 in the law, and shall have no further obligations pursuant to this Consent Judgment with respect
7 to, and to the extent that, the Covered Products are so affected. Nothing in this Consent
8 Judgment shall be interpreted to relieve Settling Defendant from any obligation to comply with
9 any other pertinent state or federal law or regulation.

10 12.3 The Parties, including their counsel, have participated in the preparation of this
11 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
12 Consent Judgment was subject to revision and modification by the Parties and has been accepted
13 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
14 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
15 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
16 agrees that any statute or rule of construction providing that ambiguities are to be resolved
17 against the drafting Party should not be employed in the interpretation of this Consent Judgment
18 and, in this regard, the Parties hereby waive California Civil Code section 1654.

19 **13. EXECUTION AND COUNTERPARTS**

20 13.1 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 **14. NOTICES**

24 14.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.
25 If to CAG:

26 Reuben Yeroushalmi
27 reuben@yeroushalmi.com

1 Yeroushalmi & Yeroushalmi
2 9100 Wilshire Boulevard, Suite 240W
3 Beverly Hills, CA 90212

4 If to Defendant MINISO DEPOT CA, INC.:

5 Wendy Yu, General Counsel
6 Wendy.y@miniso-na.com
7 Miniso USA
8 Attn: Legal Department
9 200 S. Los Robles Ave., Suite 200
10 Pasadena, CA 91101

11 With a copy to:

12 Lauren M. Michals
13 lmichals@nixonpeabody.com
14 Nixon Peabody, LLP
15 One Embarcadero Center, 32nd Floor
16 San Francisco, CA 94111
17 Ph: (415) 984-8200

18 **15. AUTHORITY TO STIPULATE**

19 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
20 by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf
21 of the Party represented and legally to bind that party.
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AGREED TO:

AGREED TO:

Date: March 15, 2022

Date: March 14, 2022

Michael Marcus

Zhiyu Xie

Name: Michael Marcus

Name: Zhiyu Xie

Title: Director

Title: CEO

CONSUMER ADVOCACY GROUP, INC.

MINISO DEPOT CA, INC.

IT IS SO ORDERED.

Date: 06/13/2022



Malcolm Mackey

JUDGE OF THE SUPERIOR COURT
Malcolm Mackey / Judge