

1 Reuben Yeroushalmi (SBN 193981)
2 Tiffine E. Malamphy (SBN 312234)
3 Shannon E. Royster (SBN 314126)
4 **YEROUSHALMI & YEROUSHALMI***
5 9100 Wilshire Boulevard, Suite 240W
6 Beverly Hills, CA 90212
7 Telephone: (310) 623-1926
8 Facsimile: (310) 623-1930

6 Attorneys for Plaintiff,
7 CONSUMER ADVOCACY GROUP, INC.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

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

12
13 Plaintiff,

14 v.

15 NORDSTROM, INC., a Washington
16 Corporation;
17 NORDSTROM RACK HQ, a business entity
18 form unknown;
19 and DOES 1-20,

20 Defendants.

CASE NO. 20STCV22602

~~PROPOSED~~ CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

[Assigned for all Purposes to the Hon.
~~David J. Cowan~~, Department 20]

S^çã ÁÖÉ:æ ã^Á
Complaint Filed: June 16, 2020

21 **1. INTRODUCTION**

22 1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer
23 Advocacy Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the public interest,
24 and Defendant Nordstrom, Inc. (“Nordstrom” or “Settling Defendant”) with each a Party to the
25 action and collectively referred to as “Parties.”

26 **1.2 Defendant**

27 1.2.1 CAG alleges that Nordstrom Inc. is a Washington Corporation which employs ten
28 or more persons. For purposes of this Consent Judgment only, Nordstrom is deemed a person in

FILED
Superior Court of California
County of Los Angeles
10/29/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: E. Perez Deputy

Electronically Received 09/09/2021 07:17 PM

Electronically Received 09/09/2021 07:17 PM

1 the course of doing business in California and subject to the provisions of the Safe Drinking
2 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
3 (“Proposition 65”).

4 1.2.3 CAG alleges that Settling Defendant manufactures, sells, and/or distributes
5 consumer products in California.

6 **1.3 Listed Chemicals**

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

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

12 **1.4 Notices of Violation**

13 1.4.1 On or about August 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# 2019-01547”)
15 (“August 12, 2019 Notice”) that provided Settling Defendant with notice of alleged violations of
16 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
17 DEHP contained in certain Lunch Bags, as defined in Section 2, sold, manufactured, and/or
18 distributed by Settling Defendant in California. No public enforcer has commenced or diligently
19 prosecuted the allegations set forth in the August 12, 2019 Notice.

20 1.4.2 On or about September 17, 2019, CAG served a “60-Day Notice of Intent to Sue
21 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-
22 01810”) (“September 17, 2019 Notice”) that provided Settling Defendant with notice of alleged
23 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
24 exposures to DEHP contained in certain Plastic Cooler Bags, as defined in Section 2, sold,
25 manufactured, and/or distributed by Settling Defendant in California. No public enforcer has
26 commenced or diligently prosecuted the allegations set forth in the September 17, 2019 Notice.

1 1.4.3 On or about September 24, 2020, CAG served a “60-Day Notice of Intent to Sue for
2 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2020-02541”)
3 (“September 24, 2020 Notice”) that provided Settling Defendant with notice of alleged violations
4 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
5 DINP contained in certain Wallets, as defined in Section 2, sold, manufactured, and/or
6 distributed by Settling Defendant in California. No public enforcer has commenced or diligently
7 prosecuted the allegations set forth in the September 24, 2020 Notice.

8 **1.5 Complaints**

9 1.5.1 On June 16, 2020 CAG filed a Complaint for civil penalties and injunctive relief
10 (“Complaint” or “Complaint 1”) in Los Angeles County Superior Court, Case No.
11 20STCV22602 against Nordstrom, Inc. and Nordstrom Rack HQ. Complaint 1 alleges, among
12 other things, that Settling Defendant violated Proposition 65 allegedly failing to give clear and
13 reasonable warnings of alleged exposure to DEHP in Cooler Bags and Lunch Bags Settling
14 Defendant distributed and/or sold in California as alleged in the August 12, 2019 and September
15 17, 2019 Notices.

16 1.5.2 On January 15, 2021 CAG filed a Complaint for civil penalties and injunctive
17 relief (“Complaint 2”) in Los Angeles County Superior Court, Case No. 20STCV01749, against
18 Nordstrom, Inc. Complaint 2 alleges, among other things, that Settling Defendant violated
19 Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to
20 DINP in Wallets, Nordstrom Inc. distributed and/or sold in California as alleged in the
21 September 24, 2020 Notice.

22 **1.6 Consent to Jurisdiction**

23 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
24 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction
25 over Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the County
26 of Los Angeles, and that this Court has jurisdiction to enter this Consent Judgment as a full
27 settlement and resolution of the allegations against Settling Defendant contained in the Complaint,
28

1 and of all claims which were or could have been raised by any person or entity based in whole or
2 in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

3 **1.7 No Admission**

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

1 **2. DEFINITIONS**

2 2.1 “Wallet” means Purple Snoopy Wallet with VPN: WOODSTOCKMINI, UPC:
3 439101617570.

4 2.2 “Lunch Bag” means Refresh me Up cooler bag with VPN: 8234BG, UPC:
5 611193029213.

6 2.3 “Plastic Cooler Bag” means Refresh me Up cooler bag with VPN: 8233BG, UPC:
7 611193029206.

8 2.4 “Covered Products” means (1) Wallets; (2) Lunch Bags and (3) Plastic Cooler
9 Bags as defined in Section 2.1 to Section 2.3 above.

10 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
11 Court.

12 2.3 “DEHP” means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl
13 Phthalate and Bis (2-ethylhexyl) Phthalate

14 2.4 “DINP” means Diisononyl Phthalate.

15 2.5 “Listed Chemical(s)” means:

16 As to Wallet: DINP

17 As to Lunch Bag: DEHP

18 As to Cooler Bag: DEHP

19 2.6 “Notices” means the August 12, 2019 Notice; September 17, 2019 Notice; and
20 September 24, 2020 Notice.

21 **3. INJUNCTIVE RELIEF/REFORMULATION**

22 3.1 After the Effective Date, Settling Defendant shall not order any Covered Products
23 for sale into California, with any component that contains the Listed Chemical in excess of 0.1%
24 (1,000 parts per million) by weight.


25 3.2 Any Covered Products that Settling Defendant sells, distributes, or ships into
26 California after the Effective Date that were ordered for manufacture prior to the Effective Date,
27 must contain a clear and reasonable Proposition 65 warning, unless it contains no more than
28

1 0.1% by weight (1,000 ppm) of the Listed Chemical(s).


2 3.3 Any warnings provided pursuant to Section 3.2 shall be affixed to the packaging
3 of, or directly on, or attached to the Covered Products, and be prominently placed with such
4 conspicuousness as compared with other words, statements, designs, or devices as to render it
5 likely to be read and understood by an ordinary individual under customary conditions before
6 purchase or use.

7 3.4 For Covered Products requiring a warning pursuant to Section 3.2 the following
8 warning statements shall constitute compliance with Proposition 65:


9 For Lunch Bags and Cooler Bags:

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

13 For Wallets:

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

17 For any Covered Product:

18  **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov.

19 Where the sign, tag, or label for the product is not printed using the color yellow, the
20 warning symbol may be printed in black and white.

21 3.4 If modifications or amendments to Proposition 65 or its regulations after the
22 Effective Date are inconsistent with, or provide warning specifications or options different from,
23 the specifications in this Consent Judgment, Settling Defendant is entitled to modify or amend, at
24 its discretion, the content and delivery methods of warnings to conform to the modified or
25 amended provisions of Proposition 65 or its regulations.

26 **4. SETTLEMENT PAYMENT**

1 4.1 **Payment and Due Date:** Within ten (10) business days of the Effective Date,
2 Settling Defendant shall pay a total of seventy-five thousand dollars and zero cents (\$75,000.00)
3 in full and complete settlement of any and all claims for civil penalties, damages, attorney’s fees,
4 expert fees or any other claim for costs, expenses or monetary relief of any kind for claims that
5 were or could have been asserted in the Notices or Complaints identified in Sections 1.4 through
6 1.5, as follows:

7 4.1.1 **Civil Penalty:** Settling Defendant shall issue two separate checks totaling
8 fourteen thousand three hundred dollars (\$14,300.00) as follows for alleged civil penalties
9 pursuant to Health & Safety Code § 25249.12:

10 (a) Settling Defendant will issue one check made payable to the State of California’s
11 Office of Environmental Health Hazard Assessment (“OEHHA”) in the amount of ten thousand
12 seven hundred and twenty-five dollars (\$10,725.00) representing 75% of the total civil penalty
13 and Settling Defendant will issue a second check to CAG in the amount of three thousand five
14 hundred and seventy-five dollars (\$3,575.00) representing 25% of the total civil penalty;

15 (b) Separate 1099s shall be issued for each of the above payments: Settling Defendant
16 will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the
17 amount of \$10,725.00. Settling Defendant will also issue a 1099 to CAG in the amount of
18 \$3,575.00 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard,
19 Suite 240W, Beverly Hills, California 90212.

20 4.1.2 **Additional Settlement Payments:** Settling Defendant shall issue one check for ten
21 thousand seven hundred dollars (\$10,700.00) to “Consumer Advocacy Group, Inc.” pursuant to
22 Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). CAG
23 will use this portion of the Total Settlement Payment as follows, eighty five percent (85%) for fees
24 of investigation, purchasing
25 and testing for the Proposition 65 Listed Chemical in various products, and for expert fees for
26 evaluating exposures through various mediums, including but not limited to consumer product,
27 occupational, and environmental exposures to the Proposition 65 Listed Chemical, and the cost
28

1 of hiring consulting and retaining experts who assist with the extensive scientific analysis
2 necessary for those files in litigation and to offset the costs of future litigation enforcing
3 Proposition 65 but excluding attorney fees; fifteen percent (15%) for administrative costs
4 incurred during investigation and litigation to reduce the public's exposure to the Proposition 65
5 Listed Chemicals by notifying those persons and/or entities believed to be responsible for such
6 exposures and attempting to persuade those persons and/or entities to reformulate their products
7 or the source of exposure to completely eliminate or lower the level of the Proposition 65 Listed
8 Chemicals including but not limited to costs of documentation and tracking of products
9 investigated, storage of products, website enhancement and maintenance, computer and software
10 maintenance, investigative equipment, CAG's member's time for work done on investigations,
11 office supplies, mailing supplies and postage Within 30 days of a request from the Attorney
12 General, CAG shall provide to the Attorney General copies of documentation demonstrating how
13 the above funds have been spent. CAG shall be solely responsible for ensuring the proper
14 expenditure of such additional settlement payment.

15 **4.1.3 Reimbursement of Attorney Fees and Costs:** Settling Defendant shall issue a
16 check in the amount of fifty thousand dollars (\$50,000.) payable to "Yeroushalmi &
17 Yeroushalmi" as complete reimbursement for any and all reasonable investigation fees and costs,
18 attorneys' fees, expert fees, and any and all other costs and expenses incurred as a result of
19 investigating, bringing this matter to the Settling Defendant' attention, litigating, negotiating a
20 settlement in the public interest, and seeking and obtaining court approval of this Consent
21 Judgment.

22 4.2 Other than the payment to OEHHA described above, all payments referenced in
23 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
24 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
25 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard
26 Assessment, OEHHA, 1001 I Street, Mail Stop 12-B Sacramento, California 95812, Attn: Mike
27
28

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 its owners, officers,
6 directors, insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries,
7 partners, affiliates, sister companies, predecessors, and their successors and assigns (“Defendant
8 Releasees”), and all entities to whom Settling Defendant directly or indirectly distribute or sell
9 Covered Products, including, but not limited to, downstream distributors, downstream
10 wholesalers, customers, retailers, marketplace hosts, franchisees, cooperative members,
11 licensees, and the successors and assigns of any of them, who may use, maintain, distribute or
12 sell Covered Products (“Downstream Defendant Releasees”), of all claims for alleged or actual
13 violations of Proposition 65 for alleged exposures to the Listed Chemicals from the Covered
14 Products manufactured, distributed or sold by Settling Defendant up through the Effective Date
15 as set forth in the Notices and Complaints. Settling Defendant and Defendant Releasees’
16 compliance with this Consent Judgment shall constitute compliance with Proposition 65 with
17 respect to alleged exposures to the Listed Chemicals from the Covered Products sold by
18 Defendant Releasees or Downstream Defendant Releasees after the Effective Date. Nothing in
19 this Section affects CAG’s right to commence or prosecute an action under Proposition 65
20 against any person other than Settling Defendant, Defendant Releasees, or Downstream
21 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,
26 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
27 fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown,
28

1 fixed or contingent (collectively “Claims”), against Defendant Releasees and Downstream
2 Defendant Releasees arising from any actual or alleged violation of Proposition 65 or any other
3 statutory or common law claim regarding the Covered Products manufactured, distributed or sold
4 by the Defendant Releasees through the Effective Date regarding any actual or alleged failure to
5 warn about exposure to the Listed Chemicals from the Covered Products. In furtherance of the
6 foregoing, CAG on behalf of itself only, hereby waives any and all rights and benefits which it
7 now has, or in the future may have, conferred upon it with respect to the Claims regarding the
8 Covered Products manufactured, distributed or sold by Defendant Releasees through the
9 Effective Date arising from any violation of Proposition 65 or any other statutory or common
10 law regarding the failure to warn about exposure to the Listed Chemicals from the Covered
11 Products by virtue of the provisions of section 1542 of the California Civil Code, which provides
12 as follows:

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

19 CAG understands and acknowledges that the significance and consequence of this waiver of
20 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
21 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
22 violation of Proposition 65 or any other statutory or common law regarding Covered Products
23 manufactured, distributed or sold by the Released Parties through the Effective Date regarding
24 the exposure or failure to warn about exposure to the Listed Chemicals from the Covered
25 Products, CAG will not be able to make any claim for those damages, penalties or other relief
26 against Defendant Releasees and Downstream Defendant Releasees. Furthermore, CAG
27 acknowledges that it intends these consequences for any such Claims arising from any violation
28 of Proposition 65 or any other statutory or common law regarding the failure to warn about
exposure to the Listed Chemicals from the Covered Products as may exist as of the date of this

1 release but which CAG does not know exist, and which, if known, would materially affect their
2 decision to enter into this Consent Judgment, regardless of whether their lack of knowledge is the
3 result of ignorance, oversight, error, negligence, or any other cause.

4 **6. ENTRY OF CONSENT JUDGMENT**

5 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
6 California Health & Safety Code § 25249.7(f).

7 6.2 Upon entry of an order approving this Consent Judgment, the Complaint in this
8 action shall be deemed amended to include claims contained in Complaint 2.

9 6.3 Within five court days of the Effective Date, CAG shall file a request for
10 dismissal of Complaint 2 without prejudice.

11 6.4. If this Consent Judgment is not approved in full by the Court: (a) this Consent
12 Judgment and any and all prior agreements between the Parties merged herein shall terminate
13 and become null and void, and the actions shall revert to the status that existed prior to the
14 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
15 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
16 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
17 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
18 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

19 **7. MODIFICATION OF JUDGMENT**

20 7.1 This Consent Judgment may be modified only upon written agreement of the
21 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
22 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

23 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
24 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

25 **8. ENFORCEMENT OF JUDGMENT**

26 8.1 The terms of this Consent Judgment shall be enforced exclusively by the parties
27 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
28

1 California, County of Los Angeles, giving the notice required by law, enforce the terms and
2 conditions contained herein.

3 **9. RETENTION OF JURISDICTION**

4 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
5 terms of this Consent Judgment under Code of Civil Procedure section 664.6.

6 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
7 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

8
9 **10. SERVICE ON THE ATTORNEY GENERAL**

10 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
11 California Attorney General so that the Attorney General may review this Consent Judgment
12 prior to its submittal to the Court for approval.

13 **11. ENTIRE AGREEMENT**

14 11.1 This Consent Judgment contains the sole and entire agreement and understanding
15 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
16 negotiations, commitments and understandings related hereto. No representations, oral or
17 otherwise, express or implied, other than those contained herein have been made by any party
18 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
19 deemed to exist or to bind any of the Parties.

20 **12. ATTORNEY FEES**

21 12.1 Except as specifically provided in Section 4 and Section 9.2, each Party shall bear
22 its own attorneys' fees and costs in connection with the claims resolved in this Consent
23 Judgment.

24 **13. GOVERNING LAW**

25 13.1 The validity, construction, terms, and performance of this Consent Judgment shall
26 be governed by the laws of the State of California, without reference to any conflicts of law
27 provisions of California law.

1 13.2 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 13.3 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 **14. EXECUTION AND COUNTERPARTS**

20 14.1 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 **15. NOTICES**

24 15.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.
25 If to CAG:

26 Reuben Yeroushalmi
27 reuben@yeroshalmi.com

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

4 If to Settling Defendant Nordstrom, Inc.:
5 General Counsel
6 Nordstrom, Inc.
7 1617 6th Avenue
8 Seattle WA 98101

9 With copy to:
10 Jeff Margulies
11 jeff.margulies@nortonrosefulbright.com
12 NORTON ROSE FULBRIGHT US LLP
13 555 South Flower Street, Forty-First Floor
14 Los Angeles, CA 90071

15 **16. AUTHORITY TO STIPULATE**

16 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
17 by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf
18 of the Party represented and legally to bind that party.

19 AGREED TO:

20 AGREED TO:

21 Date: September 8, 2021

22 Date: September 1, 2021

23 Michael Marcus

24 Claire Korenblit

25 Name: Michael Marcus

26 Name: Claire Korenblit

27 Title: Director

28 Title: Sr. Corporate Counsel

CONSUMER ADVOCACY GROUP, INC.

NORDSTROM, INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

Date: U&q à^! ÁG ĪGCFÁ



Kevin C. Brandle

JUDGE OF THE SUPERIOR COURT
KEVIN C. BRANDLE, Judge