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

FILED
Superior Court of California
County of Los Angeles

MAR 22 2023

David W. Slayton, Executive Officer/Clerk of Court
By: A. Barton, Deputy

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

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

13 Plaintiff,

14 v.

15 THE TJX COMPANIES, INC., a Delaware
16 Corporation;
17 URBAN EXPRESSIONS, INC., a California
18 Corporation;
19 and DOES 1-30;

20 Defendants.

CASE NO. 22SSTCV20457

~~PROPOSED~~ **CONSENT JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Complaint Filed: June 22, 2022

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 Urban Expressions, Inc. ("Urban Expressions" or "Settling Defendant"), each a
25 party to the action and collectively referred to as "Parties" or individually referred to as "Party."

26 **1.2 Defendants and Covered Products**

27 1.2.1 CAG alleges that Urban Expressions, Inc. is a California Corporation which
28 employs ten or more persons. For purposes of this Consent Judgment only, Urban Expressions is

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

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

6 1.2 Listed Chemicals

7 1.2.1 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 1.2.2 Diisononyl Phthalate ("DINP") has been listed by the State of California as a
11 chemical known to cause cancer.

12 1.3 Notices of Violation

13 1.3.1 On or about September 6, 2019, CAG served a "60-Day Notice of Intent to Sue
14 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2019-0172)
15 ("September 6, 2019 Notice") that provided Urban Expressions with notice of alleged violations
16 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
17 DINP contained in certain Handbags that Urban Expressions sells. No public enforcer has
18 commenced or diligently prosecuted the allegations set forth in the September 6, 2019 Notice.

19 1.3.2 On or about November 5, 2019, CAG served a "50-Day Notice of Intent to Sue
20 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2019-
21 02090) ("November 5, 2019 Notice") that provided Urban Expressions 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 Shoulder Bags that Urban Expressions sells. No public
24 enforcer has commenced or diligently prosecuted the allegations set forth in the November 5,
25 2019 Notice.

26 1.3.3 On or about May 28, 2020, 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# 2020-01325)
28 ("May 28, 2020 Notice") that provided Urban Expressions with notice of alleged violations of

1 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
2 DINP contained in certain Totebags that Urban Expressions sells. No public enforcer has
3 commenced or diligently prosecuted the allegations set forth in the May 28, 2020 Notice.

4 1.3.4 On or about August 18, 2020, CAG served a "60-Day Notice of Intent to Sue for
5 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2020-02148)
6 ("August 18, 2020 Notice") that provided Urban Expressions with notice of alleged violations
7 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
8 DEHP contained in certain Purses that Urban Expressions sells. No public enforcer has
9 commenced or diligently prosecuted the allegations set forth in the August 18, 2020 Notice.

10 1.3.5 On or about January 20, 2021, CAG served a "60-Day Notice of Intent to Sue for
11 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2021-00117)
12 ("January 20, 2021 Notice") that provided Urban Expressions with notice of alleged violations
13 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
14 DINP contained in certain Handbags that Urban Expressions sells. No public enforcer has
15 commenced or diligently prosecuted the allegations set forth in the January 20, 2021 Notice.

16 1.3.6 On or about April 30, 2021, CAG served a "60-Day Notice of Intent to Sue for
17 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2021-01089)
18 ("April 30, 2021 Notice") that provided Urban Expressions with notice of alleged violations of
19 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
20 DEHP contained in certain Wristlets that Urban Expressions sells. No public enforcer has
21 commenced or diligently prosecuted the allegations set forth in the April 30, 2021 Notice.

22 1.4 Complaints

23 1.4.1 On October 29, 2019, CAG filed a Complaint for civil penalties and injunctive
24 relief ("Complaint 1") in Los Angeles County Superior Court, Case No. 19STCV38857, and
25 thereafter filed an amended complaint on December 13, 2019 against several parties. Complaint
26 1 alleges, among other things, that defendants to that action violated Proposition 65 for allegedly
27 failing to give clear and reasonable warnings of alleged exposure to Listed Chemicals from
28 Covered Products.

1 1.4.2 On June 22, 2022, CAG filed a Complaint for civil penalties and injunctive relief
2 ("Complaint 2") in Los Angeles County Superior Court, Case No. 22STCV20457 against Urban
3 Expressions and other parties. Complaint 2 alleges, among other things, that Urban Expressions
4 violated Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged
5 exposure to Listed Chemicals from Covered Products.

6 1.4.3 On December 2, 2020, CAG filed a Complaint for civil penalties and injunctive
7 relief ("Complaint 3") in Los Angeles County Superior Court, Case No. 20STCV46166, and
8 thereafter filed an amended complaint on December 31, 2020 against several parties. Complaint
9 3 alleges, among other things, that defendants to that action violated Proposition 65 for allegedly
10 failing to give clear and reasonable warnings of alleged exposure to Listed Chemicals from
11 Covered Products.

12 1.5 Consent to Jurisdiction

13 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
14 jurisdiction over the allegations of violations contained in the Complaints, personal jurisdiction
15 over Urban Expressions as to the acts alleged in the Complaints, that venue is proper in the County
16 of Los Angeles, and that this Court has jurisdiction to enter this Consent Judgment as a full
17 settlement and resolution of the allegations against Urban Expression contained in the Complaints,
18 and of all claims which were or could have been raised by any person or entity based in whole or
19 in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

20 1.6 No Admission

21 This Consent Judgment resolves claims that are denied and disputed. The Parties enter into
22 this Consent Judgment pursuant to a full and final settlement of any and all claims between the
23 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall
24 be construed as an admission by the Parties of any material allegation in the Notices or the
25 Complaints, or of any fact, conclusion of law, issue of law or violation of law of any kind, including
26 without limitation, any admission concerning any alleged or actual violation of Proposition 65 or
27 any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the
28 meaning of the terms "knowingly and intentionally expose" or "clear and reasonable warning" as

used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by Urban Expressions, its officers, directors, employees, or parent, subsidiary or affiliated corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other or future legal proceeding, except as expressly provided in this Consent Judgment.

2. DEFINITIONS

2.1 "Covered Products" means (1) Handbag with Plastic Components; (2) Shoulder Bag with PVC Components; (3) Totebag with Polymer Components; (4) Purse with PVC Components; (5) Handbag; and (6) Wristlet.

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

2.3 "DEHP" means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl Phthalate and Bis (2-ethylhexyl) Phthalate

2.4 "DINP" means Diisononyl Phthalate.

2.5 "Listed Chemicals" means:

DINP as to Handbag with Plastic Components, Totebag with Polymer Components, and Handbag.

DEHP as to Shoulder Bag with PVC Components, Purse with PVC Components, and Wristlet.

2.6 "Complaints" means Complaint 1 and Complaint 2.

2.7 "Notices" means the September 6, 2019 Notice; November 5, 2019 Notice; May 28, 2020 Notice; August 18, 2020 Notice; January 20, 2021 Notice; and April 30, 2021 Notice.

1 **3. INJUNCTIVE RELIEF/REFORMULATION**

2 3.1 After the Effective Date, Urban Expressions shall not order any Covered Products
3 for sale into California, with any component that contains the Listed Chemical(s) in excess of
4 0.1% (1,000 parts per million) by weight.

5 3.2 Any Covered Products that Urban Expressions sells, distributes, or ships into
6 California after the Effective Date that were ordered prior to the Effective Date, must contain a
7 clear and reasonable warning, consistent with 27 CCR section 25600 *et seq.*, unless it contains no
8 more than 0.1% by weight (1,000 ppm) of the Listed Chemical(s). Any warnings provided
9 pursuant to this Section 3.2 shall be affixed to the packaging of, or directly on, or attached to the
10 Covered Products, and be prominently placed with such conspicuousness as compared with other
11 words, statements, designs, or devices as to render it likely to be read and understood by an
12 ordinary individual under customary conditions before purchase or use. Should Defendant sell or
13 distribute any Covered Product through the internet, the warning will be posted in the manner
14 provided for with respect to internet sales, as provided for in 27 CCR sections 25601 and 25602,
15 as they may be subsequently amended.

16 3.3 Covered Products already distributed to Downstream Releasees prior to the
17 Effective Date may continue to be sold through as is.

18 **4. SETTLEMENT PAYMENT**

19 4.1 Payment and Due Date: Within ten (10) business days of the Effective Date,
20 Urban Expressions shall pay a total of one hundred and thirty five thousand dollars and zero
21 cents (\$105,000.00) in full and complete settlement of any and all claims for civil penalties,
22 damages, attorney's fees, expert fees or any other claim for costs, expenses or monetary relief of
23 any kind for claims that were or could have been asserted in the Notices or Complaints identified
24 in Sections 1.4 and 1.5, as follows:

25 4.1.1 **Civil Penalty:** Urban Expressions shall issue two separate checks totaling
26 fourteen thousand three hundred dollars (\$14,300.00) as follows for alleged civil penalties
27 pursuant to Health & Safety Code § 25249.12:
28

1 (a) Urban Expressions will issue one check made payable to the State of California's
2 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of ten thousand
3 seven hundred and twenty five dollars (\$10,725.00) representing 75% of the total civil penalty
4 and Urban Expressions will issue a second check to CAG in the amount of three thousand five
5 hundred and seventy five dollars (\$3,575.00) representing 25% of the total civil penalty;

6 (b) Separate 1099s shall be issued for each of the above payments: Urban Expressions
7 will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the
8 amount of ten thousand seven hundred and twenty five dollars (\$10,725.00). Urban Expressions
9 will also issue a 1099 to CAG in the amount of three thousand five hundred and seventy five
10 dollars (\$3,575.00) and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire
11 Boulevard, Suite 240W, Beverly Hills, California 90212.

12 **4.1.2 Additional Settlement Payments:** Urban Expressions shall issue one check for
13 ten thousand seven hundred dollars (\$10,700.00) to "Consumer Advocacy Group, Inc." pursuant
14 to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d).
15 CAG will use this portion of the Total Settlement Payment as follows, eighty percent (80%) for
16 fees of investigation, purchasing and testing for the Proposition 65 Listed Chemical in various
17 products, and for expert fees for evaluating exposures through various mediums, including but
18 not limited to consumer product, occupational, and environmental exposures to the Proposition
19 65 Listed Chemical, and the cost of hiring consulting and retaining experts who assist with the
20 extensive scientific analysis necessary for those files in litigation and to offset the costs of future
21 litigation enforcing Proposition 65 but excluding attorney fees; twenty percent (20%) for
22 administrative costs incurred during investigation and litigation to reduce the public's exposure
23 to the Proposition 65 Listed Chemicals by notifying those persons and/or entities believed to be
24 responsible for such exposures and attempting to persuade those persons and/or entities to
25 reformulate their products or the source of exposure to completely eliminate or lower the level
26 of the Proposition 65 Listed Chemicals including but not limited to costs of documentation and
27 tracking of products investigated, storage of products, website enhancement and maintenance,
28 computer and software maintenance, investigative equipment, CAG's member's time for work

1 done on investigations, office supplies, mailing supplies and postage Within 30 days of a request
2 from the Attorney General, CAG shall provide to the Attorney General copies of documentation
3 demonstrating how the above funds have been spent. CAG shall be solely responsible for
4 ensuring the proper expenditure of such additional settlement payment.

5 **4.1.3 Reimbursement of Attorney Fees and Costs:** Urban Expressions shall issue a
6 check in the amount of eighty thousand dollars (\$80,000.00) payable to "Yeroushalmi &
7 Yeroushalmi" as complete reimbursement for any and all reasonable investigation fees and costs,
8 attorneys' fees, expert fees, and any and all other costs and expenses incurred as a result of
9 investigating, bringing this matter to the Settling Defendant's attention, litigating, negotiating a
10 settlement in the public interest, and seeking and obtaining court approval of this Consent
11 Judgment.

12 **4.2** Other than the payment to OEHHHA described above, all payments referenced in
13 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
14 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
15 payment to OEHHHA shall be delivered directly to Office of Environmental Health Hazard
16 Assessment, OEHHHA, 1001 I Street, Mail Stop 12-B Sacramento, California 95812, Attn: Mike
17 Gyurics. Urban Expressions shall provide written confirmation to CAG of the payment to
18 OEHHHA.

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

20 **5.1** This Consent Judgment is a full, final, and binding resolution between CAG, on
21 behalf of itself and in the public interest, and Urban Expressions and its owners, officers,
22 directors, insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries,
23 partners, affiliates, sister companies, predecessors, and their successors and assigns (collectively,
24 "Defendant Releasees"), and all entities to whom Urban Expressions directly or indirectly
25 distributes or sells Covered Products, including, but not limited to, downstream distributors,
26 downstream wholesalers, customers, retailers, marketplace hosts, franchisees, cooperative
27 members, licensees, and the successors and assigns of any of them, who may use, maintain,
28 distribute or sell Covered Products ("Downstream Defendant Releasees"), of all claims for

1 alleged or actual violations of Proposition 65 for alleged exposures to Listed Chemicals from
2 Covered Products manufactured, distributed or sold by Urban Expressions up through the
3 Effective Date as set forth in the Notices and Complaints. Urban Expressions and Defendant
4 Releasees' compliance with this Consent Judgment shall constitute compliance with Proposition
5 65 with respect to alleged exposures to Listed Chemicals from Covered Products sold by
6 Defendant Releasees after the Effective Date. Nothing in this Section affects CAG's right to
7 commence or prosecute an action under Proposition 65 against any person other than Settling
8 Defendant, Defendant Releasees, or Downstream Defendant Releasees.

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

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

1 RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
2 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
3 DEBTOR OR RELEASED PARTY.

4 CAG understands and acknowledges that the significance and consequence of this waiver of
5 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
6 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
7 violation of Proposition 65 or any other statutory or common law regarding the Covered
8 Products manufactured, distributed or sold by the Defendant Releasees through the Effective
9 Date regarding the failure to warn about actual or alleged exposure to the Listed Chemicals from
10 the Covered Products, CAG will not be able to make any claim for those damages, penalties or
11 other relief against Defendant Releasees or Downstream Defendant Releasees. Furthermore,
12 CAG acknowledges that it intends these consequences for any such Claims arising from any
13 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
14 about exposure to the Listed Chemicals from the Covered Products as may exist as of the date of
15 this release but which CAG does not know exist, and which, if known, would materially affect
16 their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge
17 is the result of ignorance, oversight, error, negligence, or any other cause.

18 6. ENTRY OF CONSENT JUDGMENT

19 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
20 California Health & Safety Code § 25249.7(f).

21 6.2 Upon entry of an order approving this Consent Judgment, the Complaint in this
22 action shall be deemed amended to include all the claims raised in the Notices outlined in
23 Section 1.3.

24 6.3 Within five (5) business days of receipt of the settlement payments outlined in
25 Section 4 of this Consent Judgment, CAG shall file requests for dismissal of the claims listed in
26 Sections 6.3.1 to 6.3.3:

27 6.3.1 The third cause of action in Complaint 1, Los Angeles County Superior Court,
28 Case No. 19STCV38857.

6.3.2 The third cause of action in Complaint 2, Los Angeles County Superior Court, Case No. 22STCV20457.

6.3.3 The third cause of action in Complaint 3, Los Angeles County Superior Court, Case No. 20STCV46166.

6.4 If this Consent Judgment is not approved in full by the Court: (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.

7. MODIFICATION OF JUDGMENT

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

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

8. ENFORCEMENT OF JUDGMENT

8.1 The terms of this Consent Judgment shall be enforced exclusively by the parties hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of California, County of Los Angeles, giving the notice required by law, enforce the terms and conditions contained herein.

9. RETENTION OF JURISDICTION

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

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

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

2 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
3 California Attorney General so that the Attorney General may review this Consent Judgment
4 prior to its submittal to the Court for approval. The hearing on CAG's motion to approve this
5 Consent Judgment shall be no sooner than forty-five (45) days after the Attorney General has
6 received the aforementioned copy of this Consent Judgment.

7 **11. ENTIRE AGREEMENT**

8 11.1 This Consent Judgment contains the sole and entire agreement and understanding
9 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
10 negotiations, commitments and understandings related hereto. No representations, oral or
11 otherwise, express or implied, other than those contained herein have been made by any party
12 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
13 deemed to exist or to bind any of the Parties.

14 **12. ATTORNEY FEES**

15 12.1 Except as specifically provided in Sections 4.1.3 and 9.1 and 9.2, each Party shall
16 bear its own attorneys' fees and costs in connection with the claims resolved in this Consent
17 Judgment.

18 **13. GOVERNING LAW**

19 13.1 The validity, construction, terms, and performance of this Consent Judgment shall
20 be governed by the laws of the State of California, without reference to any conflicts of law
21 provisions of California law.

22 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
23 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
24 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
25 rendered inapplicable by reason of law generally as to the Covered Products or Listed
26 Chemicals, then Urban Expressions may provide written notice to CAG of any asserted change
27 in the law, and shall have no further obligations pursuant to this Consent Judgment with respect
28 to, and to the extent that, the Covered Products are so affected. Nothing in this Consent

Judgment shall be interpreted to relieve Urban Expressions from any obligation to comply with any other pertinent state or federal law or regulation.

13.3 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 section 1654.

14. EXECUTION AND COUNTERPARTS

14.1 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 and have the same force and effect as original signatures.

15. NOTICES

15.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.

15.1.1 If to CAG:

Reuben Yeroushalmi
reuben@yeroushalmi.com
Yeroushalmi & Yeroushalmi
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212

15.1.2 If to Defendant Urban Expressions, Inc.:

Milord Law Group
milord@milordlaw.com
10571 West Pico Blvd.
Los Angeles, CA 90064
Tel: (310) 226-7878

1 **16. AUTHORITY TO STIPULATE**

2 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
3 by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf
4 of the Party represented and legally to bind that party.


5 AGREED TO:

AGREED TO:

6
7 Date: _____, 2023

Date: Feb 20, 2023, 2023

8
9 _____


Farbod Shakouri (Feb 20, 2023 16:32 PST)

10
11 Name: _____

Name: Farbod Shakouri

12
13 Title: _____

Title: President

14 CONSUMER ADVOCACY GROUP, INC.

URBAN EXPRESSIONS, INC.

15
16 **IT IS SO ORDERED.**

17
18 Date: _____

19 _____
20 JUDGE OF THE SUPERIOR COURT
21
22
23
24
25
26
27
28

16. AUTHORITY TO STIPULATE

16.1 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:

AGREED TO:

Date: February 20, 2023

Date: Feb 20, 2023, 2023

Michael Marcus

Farbod Shakouri (Feb 20, 2023 16:52 PST)

Name: Michael Marcus

Name: Farbod Shakouri

Title: Director

Title: President

CONSUMER ADVOCACY GROUP, INC.

URBAN EXPRESSIONS, INC.

IT IS SO ORDERED.

Date: 3/22/23

Monica Bachner
JUDGE OF THE SUPERIOR COURT
MONICA BACHNER