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

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

9 **LOS ANGELES – CENTRAL DISTRICT**

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

12 Plaintiff,

13 v.

14
15 FOCUS PRODUCTS GROUP, LLC, an
16 Illinois Limited Liability Company, SWING-
17 A-WAY PRODUCTS, LLC, an Illinois
18 Limited Liability Company, ROSS STORES,
19 INC., a Delaware Corporation, ROSS
DRESS FOR LESS, INC., a Virginia
Corporation, BED BATH & BEYOND INC.,
a New York Corporation, and DOES 1-20;

20 Defendants.

CASE NO. BC496009

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

Dept. 72

Judge: Hon. Ruth Ann Kwan

Complaint filed: November 20, 2012

21
22 **1. INTRODUCTION**

23 1.1 This Consent Judgment is entered into by and between plaintiff, Consumer
24 Advocacy Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the interest of the
25 public, and defendants, Focus Products Group, LLC (referred to as “Focus”) and Swing-A-Way
26 Products, LLC (referred to as “Swing”), (Focus and Swing, collectively referred to as “Settling
27 Parties”) with each referred to as a “Party” and collectively referred to as “Parties.”

1
2 **1.2 Defendants and Products**

3 1.2.1 Focus is an Illinois limited liability company which employs ten or more
4 persons. Focus sells or distributes Swing A-Way ® Compact Can Opener #107BK, “Swing-A-
5 Way® Surgical Stainless Steel Peeler, Model #327”, “Swing-A-Way® Jar Opener with Spring-
6 Loaded Power 711BK, SKU#7158400711”, and “Swing-A-Way® Compact Opener, 107W,
7 SKU #7148420002” (collectively the “Covered Products”).

8 1.2.2 Swing is an Illinois limited liability company which employs ten or more
9 persons.

10 1.2.3 For purposes of this Consent Judgment, the Settling Parties are each
11 deemed a person in the course of doing business in California and is subject to the provisions of
12 the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code
13 §§ 25249.6-et seq. (“Proposition 65”).

14 **1.3 Chemical Of Concern**

15 1.3.1 Diethyl hexyl phthalate (“DEHP”) is known to the State of California to
16 cause cancer and/or birth defects or other reproductive harm.

17
18 **1.4 Notices of Violation.**

19 1.4.1 On or about July 14, 2011, CAG served Focus, Smart & Final, Inc. and
20 various public enforcement agencies with a document entitled “60-Day Notice of Violation” (the
21 “July 14, 2011 Notice”) that provided the recipients with notice of alleged violations of Health &
22 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP in
23 Swing A-Way ® Compact Can Opener #107BK. No public enforcer has commenced or
24 diligently prosecuted the allegations set forth in the July 14, 2011 Notice.

25 1.4.2 On or about March 21, 2012, CAG served Focus, Ross Dress For Less,
26 Inc., Ross Stores, Inc., Swing-A-Way Products, LLC and various public enforcement agencies
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1 with a document entitled "60-Day Notice of Violation" (the "March 21, 2012 Notice") that
2 provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for
3 failing to warn individuals in California of exposures to DEHP contained in Kitchen Tools,
4 including but not limited to the Swing-A-Way® Surgical Stainless Steel Peeler, Model #327. No
5 public enforcer has commenced or diligently prosecuted the allegations set forth in the March 21,
6 2012 Notice.

7 1.4.3 On or about June 6, 2012, CAG served Focus, Bed Bath & Beyond Inc.,
8 Swing-A-Way Products, LLC, and various public enforcement agencies with a document entitled
9 "60-Day Notice of Violation" (the "June 6, 2012 Notice") that provided the recipients with
10 notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in
11 California of exposures to DEHP contained in Kitchen Tools, including but not limited to,
12 Swing-A-Way® Surgical Stainless Steel Peeler, Model #327. No public enforcer has
13 commenced or diligently prosecuted the allegations set forth in the June 6, 2012 Notice.

14 1.4.4 On or about November 30, 2012, CAG served Focus, Swing-A-Way
15 Products, LLC and various public enforcement agencies with a document entitled "60-Day
16 Notice of Violation" (the "November 30, 2012 Notice") that provided the recipients with notice
17 of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in
18 California of exposures to DEHP contained in Kitchen Tools, including but not limited to Swing-
19 A-Way® Jar Opener with Spring-Loaded Power 711BK, SKU#7158400711, and Swing-A-
20 Way® Compact Opener, 107W, SKU #7148420002. No public enforcer has commenced or
21 diligently prosecuted the allegations set forth in the November 30, 2012 Notice.

22 1.4.5 On or about December 14, 2012, CAG served Focus, Swing-A-Way
23 Products, LLC, and various public entities with a document entitled "60 Day Notice of
24 Violation" (the "December 14, 2012 Notice") that provided the recipients with notice of alleged
25 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
26 exposures to DEHP contained in Kitchen Tools, including but not limited to, to Swing-A-Way®
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1 Jar Opener with Spring-Loaded Power 711BK, SKU#7158400711, and Swing-A-Way®
2 Compact Opener, 107W, SKU #7148420002. No public enforcer has commenced or diligently
3 prosecuted the allegations set forth in the December 21, 2012 Notice.

4 **1.5 Complaint.**

5 On November 20, 2012, CAG filed a Complaint for civil penalties and injunctive relief
6 (“Complaint”) in Los Angeles Superior Court, Case No. BC496009. CAG later amended the
7 Complaint filing a First Amended Complaint (“FAC”) against Focus, Swing-A-Way Products,
8 LLC, Ross Stores, Inc., Ross Dress For Less, Inc., and Bed Bath & Beyond Inc. (collectively
9 “Defendants”) on or about November 14, 2013. The Complaint and FAC allege, among other
10 things, that Defendants violated Proposition 65 by failing to give clear and reasonable warnings
11 of exposure to DEHP from the Covered Products.

12 **1.6 Consent to Jurisdiction**

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

21 **1.7 No Admission**

22 This Consent Judgment resolves claims that are denied and disputed. The Parties enter
23 into this Consent Judgment pursuant to a full and final settlement of any and all claims between
24 the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment
25 shall be construed as an admission by the Parties of any material allegation of the Complaint
26 (each and every allegation of which Defendants deny), any fact, conclusion of law, issue of law
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1 or violation of law, including without limitation, any admission concerning any violation of
2 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, or the
3 meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as
4 used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor
5 compliance with its terms, shall constitute or be construed as an admission by the Parties of any
6 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by
7 any Defendant, their officers, directors, employees, or parent, subsidiary or affiliated
8 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding
9 or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall
10 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
11 other or future legal proceeding, except as expressly provided in this Consent Judgment.

12 **2. DEFINITIONS**

13 2.1 “Effective Date” means the date that this Consent Judgment is signed by all
14 Parties.

15 2.2 “Notices” means the July 14, 2011, March 21, 2012, June 6, 2012, November 30,
16 2012, and December 14, 2012 60 Day Notices of Violation sent by CAG as specified in Section
17 1.4 above.

18 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE** 19 **WARNINGS.**

20 3.1 As of the Effective Date, the Settling Parties will not distribute or sell the Covered
21 Products in California unless the Covered Products have been reformulated to contain less than
22 0.1% by weight of DEHP. Any existing products remaining in Settling Parties’ inventory should
23 have compliant Proposition 65 warnings.

24 **4. SETTLEMENT PAYMENT**

25 4.1 **Payment and Due Date:** Within twenty(20) days of the approval of the Consent
26 Judgment, Settling Parties shall pay a total of seventy-five thousand dollars and zero cents
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1 (\$75,000) in full and complete settlement of all monetary claims by CAG related to the Notices,
2 as follows:

3 **4.1.1 Civil Penalty:** Settling Parties shall issue separate checks totaling three
4 thousand dollars (\$3,000.00) as penalties pursuant to Health & Safety Code § 25249.12:

5 (a) Settling Parties will issue a check made payable to the State of
6 California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of
7 two thousand two hundred fifty dollars (\$2,250.00) representing 75% of the total penalty and
8 Settling Parties will issue a check to "Consumer Advocacy Group, Inc." in the amount of seven
9 hundred fifty dollars (\$750.00) representing 25% of the total penalty; and

10 (b) Separate 1099s shall be issued for each of the above payments: Settling
11 Parties will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486)
12 in the amount of \$2,250.00. Settling Parties will also issue a 1099 to CAG c/o Yeroushalmi &
13 Associates, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

14 **4.1.2 Payment In Lieu of Civil Penalties:** Settling Parties shall pay two
15 thousand dollars (\$2,000.00) in lieu of civil penalties to "Consumer Advocacy Group, Inc."
16 CAG will use this payment for investigation of the public's exposure to Proposition 65 listed
17 chemicals through various means, including laboratory fees for testing for Proposition 65 listed
18 chemicals, administrative costs and fees related to such activities, expert fees for evaluating
19 exposures through various mediums, including but not limited to consumer product,
20 occupational, and environmental exposures to Proposition 65 listed chemicals, and the cost of
21 hiring consulting and retained experts who assist with the extensive scientific analysis necessary
22 for those files in litigation, as well as administrative costs and fees related to such activities in
23 order to reduce the public's exposure to Proposition 65 listed chemicals by notifying those
24 persons and/or entities believed to be responsible for such exposures and attempting to persuade
25 those persons and/or entities to reformulate their products or the source of exposure to
26 completely eliminate or lower the level of Proposition 65 listed chemicals, thereby addressing
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1 the same public harm as allegedly in the instant Action. Further, should the court require it,
2 CAG will submit under seal, an accounting of these funds as described above as to how the funds
3 were used. The check shall be made payable to "Consumer Advocacy Group, Inc." and delivered
4 to Reuben Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 240W,
5 Beverly Hills, California 90212.

6 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Settling Parties shall pay
7 seventy thousand dollars (\$70,000.00) to "Yeroushalmi & Associates" as reimbursement for
8 reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of
9 investigating, bringing this matter to Defendant's attention, litigating, and negotiating a
10 settlement in the public interest. The check shall be made payable to "Yeroushalmi &
11 Associates" and delivered to Reuben Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire
12 Boulevard, Suite 240W, Beverly Hills, California 90212.

13 4.2 All payments shall be delivered to: Reuben Yeroushalmi, Yeroushalmi &
14 Associates, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212.

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

16 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on
17 behalf of itself and in the public interest and Defendants, of any alleged violation of Proposition
18 65 that was or could have been asserted by CAG against Defendants for failure to provide
19 Proposition 65 warnings of exposure to DEHP from the Covered Products and fully resolves all
20 claims that have been or could have been asserted in this action up to and including the date of
21 entry of Judgment for failure to provide Proposition 65 warnings for the Covered Products
22 regarding DEHP. CAG, on behalf of itself and in the public interest, hereby discharges
23 Defendants and their parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees,
24 licensors, licensees, customers, distributors, wholesalers, retailers and all other upstream and
25 downstream entities in the distribution chain of any of the Covered Products, and the
26 predecessors, successors and assigns of any of them, and all of their respective officers, directors,
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1 shareholders, members, managers, employees, agents (collectively, "Released Parties"), from all
2 claims up through the Effective Date for violations of Proposition 65 based on exposure to
3 DEHP from the Covered Products. Compliance with the terms of this Consent Judgment shall be
4 deemed to constitute compliance by the Released Parties with Proposition 65 regarding alleged
5 exposures to DEHP from the Covered Products. Nothing in this Section affects CAG's right to
6 commence or prosecute an action under Proposition 65 against any person other than Defendants
7 or Released Parties.

8 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
9 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
10 indirectly, any form of legal action and releases all claims, including, without limitation, all
11 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
12 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
13 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,
14 fixed or contingent (collectively "Claims"), against the Released Parties arising from any
15 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
16 about exposure to DEHP from the Covered Products. In furtherance of the foregoing, as to
17 alleged exposures to DEHP from the Covered Products, CAG on behalf of itself only, hereby
18 waives any and all rights and benefits which it now has, or in the future may have, conferred
19 upon it with respect to Claims arising from any violation of Proposition 65 or any other statutory
20 or common law regarding the failure to warn about exposure to DEHP from the Covered
21 Products by virtue of the provisions of section 1542 of the California Civil Code, which provides
22 as follows:
23

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

27 CAG understands and acknowledges that the significance and consequence of this waiver of
28

1 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
2 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
3 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
4 about exposure to DEHP from the Covered Products, including but not limited to any exposure
5 to, or failure to warn with respect to exposure to DEHP from the Covered Products, CAG will
6 not be able to make any claim for those damages against Released Parties. Furthermore, CAG
7 acknowledges that it intends these consequences for any such Claims arising from any violation
8 of Proposition 65 or any other statutory or common law regarding the failure to warn about
9 exposure to DEHP from Covered Products as may exist as of the date of this release but which
10 CAG does not know exist, and which, if known, would materially affect their decision to enter
11 into this Consent Judgment, regardless of whether their lack of knowledge is the result of
12 ignorance, oversight, error, negligence, or any other cause.

13 **6. ENFORCEMENT OF JUDGMENT**

14 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
15 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
16 California, Los Angeles County, giving the notice required by law, enforce the terms and
17 conditions contained herein. A Party may enforce any of the terms and conditions of this
18 Consent Judgment only after that Party first provides 90 day's notice to the Party allegedly
19 failing to comply with the terms and conditions of this Consent Judgment and attempts to resolve
20 such Party's failure to comply in an open and good faith manner.

22 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
23 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of
24 Violation ("NOV") to Defendants. The NOV shall include for each of the Covered Products: the
25 date(s) the alleged violation(s) was observed and the location at which the Covered Products
26 were offered for sale, and shall be accompanied by all test data obtained by CAG regarding the

1 Covered Products, including an identification of the component(s) of the Covered Products that
2 were tested.

3 6.2.1 **Non-Contested NOV.** CAG shall take no further action regarding the
4 alleged violation if, within 60 days of receiving such NOV, Defendants serves a Notice of
5 Election (“NOE”) that meets one of the following conditions:

6 (a) The Covered Products were shipped by Defendants for sale in
7 California before the Effective Date, or

8 (b) Since receiving the NOV Defendants have taken corrective action
9 by either (i) requesting that its customers or stores in California, as applicable, remove
10 the Covered Products identified in the NOV from sale in California and destroy or return
11 the Covered Products to Defendants or vendor, as applicable, or (ii) providing a clear and
12 reasonable warning for the Covered Products identified in the NOV pursuant to 27 Cal.
13 Code Regs. § 25603.

14 6.2.2 **Contested NOV.** Defendants may serve an NOE informing CAG of its
15 election to contest the NOV within 30 days of receiving the NOV.

16 (a) In its election, Defendants may request that the sample(s) Covered
17 Products tested by CAG be subject to confirmatory testing at an EPA-accredited
18 laboratory.

19 (b) If the confirmatory testing establishes that the Covered Products do
20 not contain DEHP in excess of the levels allowed in Section 3.1, above, CAG shall take
21 no further action regarding the alleged violation. If the testing does not establish
22 compliance with Section 3.1, above, Defendants may withdraw its NOE to contest the
23 violation and may serve a new NOE pursuant to Section 6.2.1.

24 (c) If Defendants do not withdraw an NOE to contest the NOV, the
25 Parties shall meet and confer for a period of no less than 30 days before CAG may seek
26 an order enforcing the terms of this Consent Judgment.
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1 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, such
2 party may seek whatever fines, costs, penalties or remedies as may be provided by law for any
3 violation of Proposition 65 or this Consent Judgment.

4 **7. ENTRY OF CONSENT JUDGMENT**

5 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
6 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
7 Defendants waive their respective rights to a hearing or trial on the allegations of the Complaint
8 and FAC.

9 7.2 If this Consent Judgment is not approved in its entirety by the Court, (a) this
10 Consent Judgment and any and all prior agreements between the parties merged herein shall
11 terminate and become null and void, and the actions shall revert to the status that existed prior to
12 the execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
13 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
14 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
15 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
16 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

17 **8. MODIFICATION OF JUDGMENT**

18 8.1 This Consent Judgment may be modified only upon written agreement of the
19 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
20 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

21 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
22 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

23 **9. RETENTION OF JURISDICTION**

24 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
25 terms of this Consent Judgment.
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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
5 the law, and shall have no further obligations pursuant to this Consent Judgment with respect to,
6 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment
7 shall be interpreted to relieve a Defendant from any obligation to comply with any pertinent state
8 or 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
13 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a
14 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent
15 Judgment agrees that any statute or rule of construction providing that ambiguities are to be
16 resolved against the drafting Party should not be employed in the interpretation of this Consent
17 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

18
19 **15. EXECUTION AND COUNTERPARTS**

20 15.1 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 **16. NOTICES**

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

26 //

27 //

1 If to CAG:

2 Reuben Yeroushalmi
3 9100 Wilshire Boulevard, Suite 240W
4 Beverly Hills, CA 90212
5 (310) 623-1926

6 If to Focus Products Group, LLC:

7 Jeff Ackerberg, Current President or CEO
8 Focus Products Group, LLC
9 120 Lakeview Pkwy
10 Vernon Hills, IL 60061

11 With a copy to:

12 J.T. Wells Blaxter, Esq.
13 BLAXTER LAW, a professional corporation
14 One Bush Street, Suite 650
15 San Francisco, California 94104

16 **17. AUTHORITY TO STIPULATE**

17 17.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
18 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf
19 of the party represented and legally to bind that party.

20 **AGREED TO:**

21 Date: 4-8, 2014

22 

23 Name: Michel Sassoon

24 Title: Executive Director
25 CONSUMER ADVOCACY GROUP,
26 INC.

20 **AGREED TO:**

21 Date: _____, 2013

22 _____

23 Name: _____

24 Title: _____
25 _____
26 FOCUS PRODUCTS GROUP, LLC

1 If to CAG:

2 Reuben Yeroushalmi
3 9100 Wilshire Boulevard, Suite 240W
4 Beverly Hills, CA 90212
5 (310) 623-1926

6 If to Focus Products Group, LLC:

7 Jim Murauskis
8 Focus Products Group International, LLC
9 300 Knightsbridge Parkway
10 Suite 500
11 Lincolnshire, IL 60069

12 With a copy to:

13 J.T. Wells Blaxter, Esq.
14 BLAXTER LAW, a professional corporation
15 One Bush Street, Suite 650
16 San Francisco, California 94104

17 **17. AUTHORITY TO STIPULATE**

18 17.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
19 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf
20 of the party represented and legally to bind that party.

21 AGREED TO:

22 Date: _____, 2013

23 _____
24 Name: _____

25 _____
26 Title: _____
27 CONSUMER ADVOCACY GROUP,
28 INC.

AGREED TO:

22 Date: 4/8/14 ~~2013~~

23 _____
24 Name: Alex Moglia

25 _____
26 Title: VP WINDING DOWN
27 FOCUS PRODUCTS GROUP, LLC

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AGREED TO:

Date: 4/8/14



Name: Alex Moglia

Title: VP WINDING DOWN
SWING-A-WAY PRODUCTS, LLC

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT