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6 Attorneys for Plaintiff,
Consumer Advocacy Group, Inc.

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

9 **COUNTY OF MARIN**

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

12 Plaintiff,

13 v.

14 FGX International Inc., a Rhode Island
15 Corporation; and DOES 1-20;

16 Defendants.

CASE NO. CIV 1205595

CONSENT JUDGMENT [PROPOSED]

Dept: D03
Judge: Hon. Lynn Duryee
Complaint filed: December 17, 2012

17
18 **1. INTRODUCTION**

19 1.1 This Consent Judgment is entered into by and between plaintiff Consumer Advocacy
20 Group, Inc. ("CAG") acting on behalf of itself and in the interest of the public and defendant FGX
21 International Inc. ("FGX"), with each a referred to as a "Party" and collectively referred to as
22 "Parties."

23 1.2 FGX employs ten or more persons, is a person in the course of doing business for
24 purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety
25 Code §§ 25249.6 et seq. ("Proposition 65"), and manufactures or causes to be manufactured,
26 distributes, and sells eyewear, including sunglasses and reading glasses.

1 **1.3 Notices of Violation.**

2 1.3.1 On or about October 21, 2011, CAG served FGX and 99 Cents Only Stores and
3 various public enforcement agencies with a document entitled "60-Day Notice of Violation"
4 (the "October 21, 2011 Notice") that provided the recipients with notice of alleged violations
5 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
6 di(2-ethylhexyl)phthalate (DEHP) contained in Nosepiece of Magnivision® Folding Reading
7 Glasses With Case & Hook.

8 1.3.2 On or about September 14, 2012, CAG served Levi Strauss & Co., Ross Dress
9 for Less, Inc., Ross Dress for Less, Inc., dba Ross Dress for Less, and Ross Stores, Inc. and
10 various public enforcement agencies with a document entitled "60-Day Notice of Violation"
11 (the "September 14, 2012 Notice") that provided the recipients with notice of alleged
12 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
13 exposures to DEHP contained in Sunglasses, including but not limited to Dockers® Sunglasses
14 S01400LDM224 26311.

15 1.3.3 On or about October 5, 2012, CAG served Riviera Trading, Inc., DAAFU
16 Licensing, Inc. c/o Shelter Entertainment, Ross Dress for Less, Inc., Ross Stores, Inc., Ross
17 Dress for Less and various public enforcement agencies with a document entitled "60-Day
18 Notice of Violation" (the "October 5, 2012 Notice") that provided the recipients with notice of
19 alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in
20 California of exposures to DEHP contained in Sunglasses, including but not limited to Daisey
21 Fuentes Sunglasses, S00662RDF040 28154.

22 1.3.4 On or about November 2, 2012, CAG served CVS Caremark Corporation,
23 Stylemark, LLC, Stylemark, Inc., Revlon, Inc., Revlon Consumer Products Corporation, and
24 various public enforcement agencies with a document entitled "60-Day Notice of Violation"
25 (the "November 2, 2012 Notice") that provided the recipients with notice of alleged violations
26 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
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1 DEHP contained in Sunglasses, including but not limited to Revlon StyleScience® Sunglasses
2 S00342LWS200 26601.

3 1.3.5 On or about February 8, 2013, CAG served The Jones Group, Inc., Nine West
4 Group, Inc., Ross Stores, Inc., Ross Dress for Less, Inc., Ross Dress for Less, and various
5 public enforcement agencies with a document entitled “60-Day Notice of Violation” (the
6 “February 8, 2013 Notice”) that provided the recipients with notice of alleged violations of
7 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
8 DEHP contained in Sunglasses, including but not limited to Nine West Brand sunglasses,
9 Metal Aviator, UPC#400079683430.

10 1.3.6 On or about March 25, 2013, CAG served FGX International, Inc., Stylemark,
11 LLC, and various public enforcement agencies with a document entitled “60-Day Notice of
12 Violation” (the “March 25, 2013 Notice”) that provided recipients with notice of alleged
13 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
14 exposures to DEHP contained in Eyewear, including but not limited to Dockers® Sunglasses,
15 S014001.DM224 26311 and Daisey Fuentes Sunglasses, S00662RDF040 28154.

16 1.3.7 On or about April 4, 2013, CAG served Wal-Mart Stores, Inc., Capo, Inc., Style
17 Mark, Inc., Motive Eyewear, Inc., and various public enforcement agencies with a document
18 entitled “60-Day Notice of Violation” (the “April 4, 2013 Notice”) that provided the recipients
19 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
20 individuals in California of exposures to DEHP contained in Sunglasses, including but not
21 limited to Style Science Designer™ 100% UVA & UVB Protection, STK#
22 S00104SDE999WM.

23 1.3.8 On or about April 17, 2013, CAG served Panama Jack, Inc., Capo, Inc., Style
24 Mark, Inc., Motive Eyewear, Inc., Safeway, Inc., The Vons Companies, Inc., The Vons
25 Companies, Inc., dba Vons, and various public enforcement agencies with a document entitled
26 “60-Day Notice of Violation” (the “April 17, 2013 Notice”) that provided the recipients with
27 notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals
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1 in California of exposures to DEHP contained in Sunglasses, including but not limited to
2 Panama Jack Sunglasses, 100% UVA & UVB Protection, Safeway SBT 730355003455.

3 1.3.9 On or about May 10, 2013, CAG served Kmart Store 7225, Kmart Corporation,
4 Sears Holding Corporation, Stylemark, Inc., Stylemark, LLC, FGX International Holdings
5 Limited, and various public enforcement agencies with a document entitled "60-Day Notice of
6 Violation" (the "May 10, 2013 Notice") that provided the recipients with notice of alleged
7 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
8 exposures to DEHP contained in Sunglasses, including but not limited to Dream Out Loud by
9 Selena Gomez Sunglasses, "DEPT:28 CAT:51 SUBCAT: 19 SEAS:1000 KSN:0-04031623-
10 4", barcode#: "8 84409 207785", "G00287LKD999", "S02723LKD040 27510".

11 1.3.10 No public enforcer has commenced or diligently prosecuted the allegations set
12 forth in the October 21, 2011, September 14, 2012, October 5, 2012, November 2, 2012,
13 February 8, 2013, March 25, 2013, April 4, 2013, April 17, 2013, or May 10, 2013 Notices.
14 (All of the notices are collectively referred to herein as the "Covered Notices").

15 **1.4 Complaint.**

16 On December 17, 2012, CAG filed a Complaint for civil penalties and injunctive relief in
17 Marin County Superior Court, Case No. CIV1205595. CAG amended the Complaint filing a First
18 Amended Complaint, referred to herein as "Complaint." The Complaint alleges, among other things,
19 that FGX violated Proposition 65 by failing to give clear and reasonable warnings of exposure to
20 DEHP from the products identified in the Covered Notices.

21 **1.5 Consent to Jurisdiction**

22 For purposes of this Consent Judgment, the parties stipulate that this Court has jurisdiction
23 over the allegations of violations contained in the Complaint and personal jurisdiction over FGX as to
24 the acts alleged in the Complaint, that venue is proper in the City and County of Marin and that this
25 Court has jurisdiction to enter this Consent Judgment as a full settlement and resolution of the
26 allegations contained in the Complaint and of all claims which were or could have been raised by any
27 person or entity based in whole or in part, directly or indirectly, on the facts alleged therein or arising
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1 therefrom or related to.

2 **1.6 No Admission**

3 This Consent Judgment resolves claims that are denied and disputed. The parties enter into
4 this Consent Judgment pursuant to a full and final settlement of any and all claims between the parties
5 for the purpose of avoiding prolonged litigation. This Consent Judgment shall not constitute an
6 admission with respect to any material allegation of the Complaint, each and every allegation of which
7 FGX denies, nor may this Consent Judgment or compliance with it be used as evidence of any
8 wrongdoing, misconduct, culpability or liability on the part of FGX.

9 **2. DEFINITIONS**

10 2.1 "Covered Products" means eyewear, including sunglasses and reading glasses and
11 cases containing DEHP manufactured, distributed, or sold only by Defendant, FGX International Inc.
12 and its direct and indirect subsidiaries and affiliates.

13 2.2 "Effective Date" means the date that this Consent Judgment is approved by the Court.

14 **3. INJUNCTIVE RELIEF/REFORMULATION**

15 3.1 As of the Effective Date, FGX will reformulate the Covered Products that it
16 manufactures or has manufactured to contain no more than 1,000 parts per million ("ppm") (or 0.1%
17 by weight) of DEHP.

18 **4. SETTLEMENT PAYMENT**

19 4.1 **Total Payment:** Within ten (10) business days of the date that the Court enters the
20 Order approving this Consent Judgment, FGX shall mail by certified mail, payments totaling one-
21 hundred and twenty-six thousand dollars (\$126,000.00) as follows:

22 4.1.1 **Civil Penalties.** FGX shall issue two separate checks for a total amount of
23 twenty-three thousand dollars (\$23,000.00) as penalties pursuant to Health & Safety Code §
24 25249.12: (a) one check made payable to the State of California's Office of Environmental
25 Health Hazard Assessment (OEHHA) in the amount of seventeen thousand two-hundred and
26 fifty dollars (\$17,250.00), representing 75% of the total penalty; and (b) one check to
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1 Consumer Advocacy Group, Inc. in the amount of five thousand seven-hundred and fifty
2 dollars (\$5,750.00), representing 25% of the total penalty.

3 **4.1.2 Payment In Lieu of Civil Penalties:** FGX shall pay sixteen thousand dollars
4 (\$16,000.00) in lieu of civil penalties to "Consumer Advocacy Group, Inc." CAG will use this
5 payment for investigation of the public's exposure to Proposition 65 listed chemicals through
6 various means, laboratory fees for testing for Proposition 65 listed chemicals, expert fees for
7 evaluating exposures through various mediums, including but not limited to consumer product,
8 occupational, and environmental exposures to Proposition 65 listed chemicals, and the cost of
9 hiring consulting and retained experts who assist with the extensive scientific analysis
10 necessary for those files in litigation, as well as the administrative cost and fees of litigation
11 (excluding attorney's fees) related to such projects in order to reduce the public's exposure to
12 Proposition 65 listed chemicals by notifying those persons and/or entities believed to be
13 responsible for such exposures and attempting to persuade those persons and/or entities to
14 reformulate their products or the source of exposure to completely eliminate or lower the level
15 of Proposition 65 listed chemicals, thereby addressing the same public harm as allegedly in the
16 instant Action. Further, should the court require it, CAG will submit under seal, an accounting
17 of these funds as described above as to how the funds were used. The check shall be made
18 payable to "Consumer Advocacy Group, Inc."

19 **4.1.3 Reimbursement of Attorneys' Fees and Costs:** FGX shall pay eighty-seven
20 thousand dollars (\$87,000.00) to "Yeroushalmi & Associates" as reimbursement for the
21 investigation fees and costs, testing costs, expert fees, attorney fees, and other litigation costs
22 and expenses for all work performed through the approval of this Consent Judgment.

23 **4.1.4 Issuance of 1099 Forms.** After each penalty payment, FGX shall issue
24 separate 1099 forms for each payment to (a) Consumer Advocacy Group, whose address and
25 tax identification number shall be provided by CAG on the Execution Date; (b) OEHHA, who
26 shall be identified as "California Office of Environmental Health Hazard Assessment"
27 (EIN: 68-0284486) in the 1099 form, to be delivered directly to OEHHA, P.O. Box 4010,
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1 Sacramento, CA 95814; and (c) "Yeroushalmi & Associates," to the address set forth in
2 Section 4.2.

3 4.2 The payments in paragraphs 4.1.1, 4.1.2, and 4.1.3 above shall be delivered to: Reuben
4 Yeroushalmi, Yeroushalmi & Associates, 9100 Wilshire Blvd., Suite 610E, Beverly Hills, CA 90212.

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

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

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 actions,
25 and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines,
26 penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and
27 attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent
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1 (collectively "Claims"), against the Released Parties arising from any violation of Proposition 65 or
2 any other statutory or common law regarding the failure to warn about exposure to DEHP from the
3 Covered Products. In furtherance of the foregoing, as to alleged exposures to DEHP from the Covered
4 Products, CAG on behalf of itself only, hereby waives any and all rights and benefits which it now
5 has, or in the future may have, conferred upon it with respect to Claims arising from any violation of
6 Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to
7 DEHP from the Covered Products by virtue of the provisions of section 1542 of the California Civil
8 Code, which provides as follows:

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

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

26 **6. ENFORCEMENT OF JUDGMENT**

27 6.1 The terms of this Consent Judgment shall be enforced exclusively by the parties hereto.
28 The parties may, by noticed motion or order to show cause before the Superior Court of California,

1 City and County of Marin, giving the notice required by law, enforce the terms and conditions
2 contained herein. A Party may enforce any of the terms and conditions of this Consent Judgment only
3 after that Party first provides 30 days' notice to the Party allegedly failing to comply with the terms
4 and conditions of this Consent Judgment and attempts to resolve such Party's failure to comply in an
5 open and good faith manner.

6 **6.2 Notice of Violation.** Prior to bringing any motion, order to show cause, or other
7 proceeding to enforce Section 3.1 of this Consent Judgment, CAG shall provide a Notice of Violation
8 ("NOV") to FGX. The NOV shall include for each of the Covered Products: the date(s) the alleged
9 violation(s) was observed and the location at which the Covered Products were offered for sale, and
10 shall be accompanied by all test data obtained by CAG regarding the Covered Products, including an
11 identification of the component(s) of the Covered Products that were tested.

12 **6.2.1 Non-Contested NOV.** CAG shall take no further action regarding the alleged
13 violation if, within 60 days of receiving such NOV, FGX serves a Notice of Election ("NOE")
14 that meets one of the following conditions:

15 (a) The Covered Products were manufactured by or for FGX before the
16 Effective Date, or

17 (b) Since receiving the NOV FGX has taken corrective action by either (i)
18 requesting that its customers in California remove the Covered Products identified in the NOV
19 from sale in California and destroy or return the Covered Products to FGX, or (ii) providing a
20 clear and reasonable warning for the Covered Products identified in the NOV pursuant to 27
21 Cal. Code Regs. § 25603.

22 **6.2.2 Contested NOV.** FGX may serve an NOE informing CAG of its election to
23 contest the NOV within 60 days of receiving the NOV.

24 (a) In its election, FGX may request that the sample(s) of Covered Products
25 tested by CAG be subject to confirmatory testing at an EPA-accredited laboratory.

26 (b) If the confirmatory testing establishes that the Covered Products do not
27 contain DEHP in excess of the level allowed in Section 3.1 CAG shall take no further action
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1 regarding the alleged violation. If the testing does not establish compliance with Section 0,
2 FGX may withdraw its NOE to contest the violation and may serve a new NOE pursuant to
3 Section 0.

4 (c) If FGX does not withdraw an NOE to contest the NOV, the Parties shall
5 meet and confer for a period of no less than 30 days before CAG may seek an order enforcing
6 the terms of this Consent Judgment.

7 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the
8 prevailing party shall be entitled to recover its attorney's fees and costs.

9 6.4 Within five (5) days after approval by the Court of the Motion to Approve this Consent
10 Judgment, FGX will provide CAG with a list of all brand names under which the Covered Products
11 are currently being sold.

12 6.5 CAG and its agents and employees will agree to maintain the confidentiality of FGX's
13 list of brand names.

14 6.6 FGX will have no obligation to provide CAG with an updated or modified list of brand
15 names in the future.

16 7. ENTRY OF CONSENT JUDGMENT

17 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
18 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and FGX
19 waive their respective rights to a hearing or trial on the allegations of the Complaint.

20 7.2 If this Consent Judgment is not approved by the Court, (a) this Consent Judgment and
21 any and all prior agreements between the parties merged herein shall terminate and become null and
22 void, and the actions shall revert to the status that existed prior to the execution date of this Consent
23 Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the negotiation,
24 documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor
25 shall any such matter be admissible in evidence for any purpose in this Action, or in any other
26 proceeding; and (c) the Parties agree to meet and confer to determine whether to modify the terms of
27 the Consent Judgment and to resubmit it for approval.

1 **8. MODIFICATION OF JUDGMENT**

2 8.1 This Consent Judgment may be modified only upon written agreement of the parties
3 and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of any party as
4 provided by law and upon entry of a modified Consent Judgment by the Court.

5 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to meet
6 and confer with the other Party prior to filing a motion to modify the Consent Judgment.

7 **9. RETENTION OF JURISDICTION**

8 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms of
9 this Consent Judgment.

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

11 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
12 California Attorney General. Further, CAG will file the Motion to Approve the Consent Judgment
13 and will provide the Attorney General with at least forty-five (45) days notice of that Motion.

14 **11. ATTORNEY FEES**

15 11.1 Except as specifically provided in Section 4 and 6.3, each Party shall bear its own costs
16 and attorney fees in connection with this action.

17 **12. ENTIRE AGREEMENT**

18 12.1 This Consent Judgment contains the sole and entire agreement and understanding of the
19 parties with respect to the entire subject matter hereof and any and all prior discussions, negotiations,
20 commitments and understandings related hereto. No representations, oral or otherwise, express or
21 implied, other than those contained herein have been made by any party hereto. No other agreements
22 not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the
23 parties.

24 **13. GOVERNING LAW**

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

1 13.2 The terms of this Consent Judgment shall be governed by the laws of the State of
2 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
3 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
4 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
5 rendered inapplicable by reason of law generally as to the Covered Products, then FGX may provide
6 written notice to CAG of any asserted change in the law, and shall have no further obligations
7 pursuant to this Consent Judgment with respect to, and to the extent that, the Covered Products are so
8 affected. Nothing in this Consent Judgment shall be interpreted to relieve a FGX from any obligation
9 to comply with any pertinent state or federal law or regulation.

10 13.3 The Parties, including their counsel, have participated in the preparation of this Consent
11 Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This Consent
12 Judgment was subject to revision and modification by the Parties and has been accepted and approved
13 as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing
14 in this Consent Judgment shall not be interpreted against any Party as a result of the manner of the
15 preparation of this Consent Judgment. Each Party to this Consent Judgment agrees that any statute or
16 rule of construction providing that ambiguities are to be resolved against the drafting Party should not
17 be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby
18 waive California Civil Code § 1654.

19 **14. EXECUTION AND COUNTERPARTS**

20 14.1 This Consent Judgment may be executed in counterparts and by means of facsimile or
21 portable document format (pdf), which taken together shall be deemed to constitute one document.

22 **15. NOTICES**

23 15.1 Any notices under this Consent Judgment shall be by personal delivery, First Class
24 Mail with proof of delivery, or by overnight courier service.

25 If to CAG:

26 Reuben Yeroushalmi, Esq.
27 9100 Wilshire Boulevard, Suite 610E
28 Beverly Hills, CA 90212
(310) 623-1926

If to FGX:

FGX International Inc.
500 George Washington Hwy
Smithfield, RI 02917
Attn: General Counsel
With a copy to:

Melissa A. Jones, Esq.
STOEL RIVES LLP
500 Capitol Mall, Suite 1600
Sacramento, CA 95814
Direct: (916) 319-4649
Fax: (916) 447-4781
majones@stoel.com

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: _____, 2013

Date: _____, 2013

By: _____
Plaintiff, CONSUMER ADVOCACY
GROUP, INC.

By: _____
Defendant, FGX INTERNATIONAL INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1 Melissa A. Jones, Esq.
2 STOEL RIVES LLP
3 500 Capitol Mall, Suite 1600
4 Sacramento, CA 95814
5 Direct: (916) 319-4649
6 Fax: (916) 447-4781
7 majones@stoel.com

6 16. AUTHORITY TO STIPULATE

7 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by
8 the party he or she represents to enter into this Consent Judgment and to execute it on behalf of the
9 party represented and legally to bind that party.

10 AGREED TO:

11 Date: 8-28, 2013

AGREED TO:

12 Date: 8-30, 2013

13
14 By:  Michelle O'Connell
15 Plaintiff, CONSUMER ADVOCACY
16 GROUP, INC.

13
14 By:  Jeffrey T. Siguerre
15 Defendant, FGX INTERNATIONAL INC.
16 JEFFREY T. SIGUERRE, EVP; GC

17 IT IS SO ORDERED.

18
19 Date: _____

20 _____
21 JUDGE OF THE SUPERIOR COURT