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8
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 VALU MART CO., a California Corporation
16 et al.;

17 Defendants.

CASE NO. BC679776

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

FAC Filed: February 2, 2018

Dept: 48

Judge: Hon. Elizabeth White

18 **1. INTRODUCTION**

19 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
20 ADVOCACY GROUP, INC. (referred to as "CAG") acting on behalf of itself and in the interest
21 of the public, and defendants, ROYAL DELUXE ACCESSORIES, LLC ("RDA"), ROYAL
22 ITEMS, INC., a dissolved New York corporation ("RI"), FIVE BELOW, INC. ("FBI"), and
23 1616 HOLDINGS, INC., formerly known as Five Below Merchandising, Inc. ("FBM") (with
24 RDA, RI, FBI, and FBM together referred to as "Defendants" and individually as a
25 "Defendant"), with each a Party to the action and collectively referred to as "Parties." FBI and
26 FBM (collectively, the "Five Below Parties") are named as defendants in this action, effective as
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1 of the date of entry of this Consent Judgment and pursuant to the provisions of paragraph 7.4 of
2 this Consent Judgment.

3 **1.2 Defendants and Products**

4 1.2.1 RI is a New York corporation that dissolved in 2011.

5 1.2.2 RDA is registered as a limited liability company in the State of New York.
6 RDA manufactures, causes to be manufactured, distributes, and/or sells Covered Products as
7 defined herein.

8 1.2.3 FBI is a Pennsylvania corporation, doing business in the State of
9 California at all relevant times herein.

10 1.2.4 FBM is a Pennsylvania corporation that was formerly known as Five
11 Below Merchandising, Inc. and is now known as 1616 Holdings, Inc., doing business in the
12 State of California at all relevant times herein

13 1.2.5 For purposes of this Consent Judgment only, Defendants are each deemed
14 a person in the course of doing business in California and are subject to the provisions of the
15 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§
16 25249.6 et seq. (“Proposition 65”).

17 **1.3 Chemicals of Concern**

18 1.3.1 Bis (2-ethylhexyl) phthalate (aka DEHP) is a chemical known to the State of
19 California to cause cancer and reproductive harm.

20 1.3.2 Di-*n*-Butyl Phthalate (aka DBP) is a chemical known to the State of
21 California to cause reproductive harm.

22 **1.4 Notices of Violation.** The notice of violation identified in paragraph 1.4.6 below
23 was directed to all Defendants. All of the other notices of violation identified below were
24 directed to RI and/or RDA only.

25 1.4.1 On or about December 18, 2015, CAG served RI, RDA, and various
26 public enforcement agencies with a document entitled “60-Day Notice of Violation” with
27 California Attorney General number 2015-01295 (“AG2015-01295 Notice”) that provided the
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1 recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to
2 warn individuals in California of exposures to DBP contained in Footwear, specifically Flip
3 Flops sold and/or distributed by Defendants. No other public enforcer has commenced or
4 diligently prosecuted the allegations set forth in the AG2015-01295 Notice.

5 1.4.2 On or about December 30, 2016, CAG served RI, RDA and various public
6 enforcement agencies with a document entitled “60-Day Notice of Violation” with California
7 Attorney General number 2017-00008 (“AG2017-00008 Notice”) that provided the recipients
8 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
9 individuals in California of exposures to DBP contained in Footwear, specifically Children’s
10 Footwear with Polymer Straps sold and/or distributed by Defendants. No other public enforcer
11 has commenced or diligently prosecuted the allegations set forth in the AG2017-00008 Notice.

12 1.4.3 On or about February 15, 2018, CAG served RDA and various public
13 enforcement agencies with a document entitled “60-Day Notice of Violation” with California
14 Attorney General number 2018-00208 (“AG2018-00208 Notice”) that provided the recipients
15 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
16 individuals in California of exposures to DEHP contained in School Accessories, specifically
17 Plastic Pencil Cases sold and/or distributed by Defendants. No other public enforcer has
18 commenced or diligently prosecuted the allegations set forth in the AG2018-00208 Notice.

19 1.4.4 On or about March 8, 2018, CAG served RI, RDA and various public
20 enforcement agencies with a document entitled “60-Day Notice of Violation” with California
21 Attorney General number 2018-00292 (“AG2018-00292 Notice”) that provided the recipients
22 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
23 individuals in California of exposures to DEHP contained in Footwear, specifically Plastic Rain
24 Boots sold and/or distributed by Defendants. No other public enforcer has commenced or
25 diligently prosecuted the allegations set forth in the AG2018-00292 Notice.

26 1.4.5 On or about March 8, 2018, CAG served RI, RDA and various public
27 enforcement agencies with a document entitled “60-Day Notice of Violation” with California
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1 Attorney General number 2018-00304 (“AG2018-00304 Notice”) that provided the recipients
2 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
3 individuals in California of exposures to DEHP contained in Fashion Accessories, specifically
4 Plastic Bags sold and/or distributed by Defendants. No other public enforcer has commenced or
5 diligently prosecuted the allegations set forth in the AG2018-00304 Notice.

6 1.4.6 On or about July 16, 2018, CAG served Defendants and various public
7 enforcement agencies with a document entitled “60-Day Notice of Violation” with California
8 Attorney General number 2018-01172 (“AG2018-01172 Notice”) that provided the recipients
9 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
10 individuals in California of exposures to DEHP contained in Fashion Accessories, specifically
11 Plastic Bags sold and/or distributed by Defendants. No other public enforcer has commenced or
12 diligently prosecuted the allegations set forth in the AG2018-01172 Notice.

13 1.4.7 On or about May 30, 2019, CAG served RI, RDA and various public
14 enforcement agencies with a document entitled “60-Day Notice of Violation” with California
15 Attorney General number 2019-01088 (“AG2019-01088 Notice”) that provided the recipients
16 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
17 individuals in California of exposures to DBP contained in Women’s Footwear, specifically
18 Women’s Flip Flops with Polymer Components sold and/or distributed by Defendants. No other
19 public enforcer has commenced or diligently prosecuted the allegations set forth in the AG2019-
20 01088 Notice.

21 1.4.8 On or about June 28, 2019, CAG served RI, RDA and various public
22 enforcement agencies with a document entitled “60-Day Notice of Violation” with California
23 Attorney General number 2019-01251 (“AG2019-01251 Notice”) that provided the recipients
24 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
25 individuals in California of exposures to DEHP contained in Children’s Footwear, specifically
26 Children’s Plastic Sandals sold and/or distributed by Defendants. No other public enforcer has
27 commenced or diligently prosecuted the allegations set forth in the AG2019-01251 Notice.
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1 1.4.9 On or about July 17, 2019, CAG served RI, RDA and various public
2 enforcement agencies with a document entitled “60-Day Notice of Violation” with California
3 Attorney General number 2019-01408 (“AG2019-01408 Notice”) that provided the recipients
4 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
5 individuals in California of exposures to DEHP contained in Fashion Accessories, specifically
6 Purses with Plastic Components sold and/or distributed by Defendants. No other public enforcer
7 has commenced or diligently prosecuted the allegations set forth in the AG2019-01408 Notice.

8 1.4.10 On or about July 17, 2019, CAG served RI, RDA and various public
9 enforcement agencies with a document entitled “60-Day Notice of Violation” with California
10 Attorney General number 2019-01430 (“AG2019-01430 Notice”) that provided the recipients
11 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
12 individuals in California of exposures to DEHP contained in Children’s Accessories, specifically
13 Vinyl/Plastic Children’s Zipper Purses sold and/or distributed by Defendants. No other public
14 enforcer has commenced or diligently prosecuted the allegations set forth in the AG2019-01430
15 Notice.

16 **1.5 Complaints**

17 1.5.1 On October 10, 2017, CAG filed a complaint for civil penalties and
18 injunctive relief in Los Angeles Superior Court, Case No. BC679776 against Valu Mart Co. The
19 Complaint alleges, among other things, that Valu Mart Co. violated Proposition 65 by failing to
20 give clear and reasonable warnings of exposure to DBP from certain Covered Products (as that
21 term is defined below).

22 1.5.2 On February 02, 2018, CAG filed a First Amended Complaint
23 (“Complaint”) in BC679776, naming RI and RDA as defendants. The Complaint alleges, among
24 other things, that RI and RDA violated Proposition 65 by failing to give clear and reasonable
25 warnings of exposure to DBP from certain Covered Products, specifically Children’s Footwear
26 with Polymer Straps.
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1 1.5.3 On November 8, 2018, CAG filed a complaint for civil penalties and
2 injunctive relief (“2nd Complaint”) in Los Angeles Superior Court, Case No. 18STCVO4336
3 against the Defendants. The Complaint alleges, among other things, that Defendants violated
4 Proposition 65 by failing to give clear and reasonable warning of exposure to DEHP from certain
5 Covered Products, specifically Plastic Bags, and that RI and RDA violated Proposition 65 by
6 failing to give clear and reasonable warnings of exposure to DEHP from certain other Covered
7 Products, specifically Plastic Rain Boots.

8 **1.6 Consent to Jurisdiction**

9 1.6.1 For purposes of this Consent Judgment only, CAG, RI and RDA stipulate
10 that this Court has jurisdiction over the allegations of violations contained in the Complaints and
11 Notices and personal jurisdiction over Defendants as to the acts alleged in the Complaints and
12 Notices, that venue is proper in the County of Los Angeles and that this Court has jurisdiction to
13 enter this Consent Judgment as a full settlement and resolution of the allegations contained in the
14 Complaints and of all claims which were or could have been raised by any person or entity based
15 in whole or in part, directly or indirectly, on the facts alleged therein or arising therefrom or
16 related thereto.

17 1.6.2. For purposes of this Consent Judgment only and subject to the provisions
18 of paragraph 7.4, CAG and the Five Below Parties stipulate that: (a) this Court has jurisdiction
19 over the violations alleged in the 2nd Complaint and deemed to be asserted in this action and in
20 the AG2018-01172 Notice; (b) this Court has personal jurisdiction over the Five Below Parties
21 as to the acts alleged against them in the 2nd Complaint and deemed to be asserted in this action
22 and in the AG2018-01172 Notice; (3) venue is proper in the County of Los Angeles; and (4) this
23 Court has jurisdiction to enter this Consent Judgment as a full settlement and resolution of the
24 allegations against the Five Below Parties contained in the 2nd Complaint and deemed to be
25 asserted in this action and of the AG2018-01172 Notice, and of all claims which were or could
26 have been raised by any person or entity based in whole or in part, directly or indirectly, on the
27 facts alleged therein or arising therefrom or related thereto.
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1 **1.7 No Admission**

2 1.7.1 This Consent Judgment resolves claims that are denied and disputed. This
3 Consent Judgment contains a full and final settlement of any and all claims between CAG, on
4 the one hand, and RI and RDA, on the other hand, and a separate full and final settlement of any
5 and all claims between CAG, on the one hand, and the Five Below Parties, on the other hand,
6 and is being entered into by the Parties for the purpose of avoiding prolonged litigation. Nothing
7 in this Consent Judgment shall be construed as an admission by any Defendant of any material
8 allegation of the Complaint or the 2nd Complaint directed to such Defendant (each and every
9 allegation of which each Defendant denies), any fact, conclusion of law, issue of law or violation
10 of law, including without limitation, any admission concerning any violation of Proposition 65 or
11 any other statutory, regulatory, common law, or equitable doctrine, or the meaning of the terms
12 “knowingly and intentionally expose” or “clear and reasonable warning” as used in Health and
13 Safety Code section 25249.6. Nothing in this Consent Judgment, nor compliance with its terms
14 applicable to a given Defendant, shall constitute or be construed as an admission of any fact,
15 conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability on the
16 part of such Defendant, its officers, directors, employees, or parent, subsidiary or affiliated
17 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding
18 or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall
19 prejudice, waive or impair any right, remedy, argument, or defense any of the Parties may have
20 in any other or future legal proceeding, except as expressly provided in this Consent Judgment.
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22 **2. DEFINITIONS**

23 2.1 “DEHP Covered Products” means Plastic Pencil Cases, Plastic Rain Boots, Plastic
24 Bags, Children’s Plastic Sandals, Purses with Plastic Components, and Vinyl/Plastic Children’s
25 Zipper Purses distributed, sold or supplied by RDA and/or RI.

26 2.1.1 “Plastic Pencil Cases” means plastic pencil cases, including but not
27 limited to “I Love School” “Sport Stationary”; “\$0.99”; “Warning: Choking
28 hazard- small parts. Under 3 years of age must be used with constant adult

1 supervision,”; “Run #:01”; “Date of Production: 03/2017”; “Manufacturer:
2 SIEN”; “Item: EMS56511”; “Made in China”; “Distributed by: Royal Deluxe
3 Accessories, LLC.”; “UPC: 613153565113”.

4 2.1.2 “Plastic Rain Boots” means plastic rain boots, including but not limited to,

5 • “Black, Multicolor Rain Boots; “37”; “NO: 3855” Raised Flower Design; “UPC
6 613153080487”; “STYLE #AG 8048”; “1105653” “WARNING: CHOKING
7 HAZARD Small Parts. Not for Children under 3 yrs MADE IN CHINA”

8 • Red and Black Rain Boots; “36”; “NO: 3855” Raised Flower Design; “UPC
9 613153080487”; “STYLE #AG 8048”; “1105653” “WARNING: CHOKING
10 HAZARD Small Parts. Not for Children under 3 yrs MADE IN CHINA”

11 • Pink Rain Boots; “37”; “NO: 3855” Raised Flower Design; “UPC
12 613153080494”; “STYLE #AG 8049”; “1105654” “WARNING: CHOKING
13 HAZARD Small Parts. Not for Children under 3 yrs MADE IN CHINA”

14 • Green Rain Boots; “37”; “NO: 3855” Raised Flower Design; “UPC
15 613153080494”; “STYLE #AG 8049”; “1105654” “WARNING: CHOKING
16 HAZARD Small Parts. Not for Children under 3 yrs MADE IN CHINA”

17 • Burgundy and Navy Rain Boots; “37”; “NO: 3855” Raised Flower Design;
18 “UPC 613153080487”; “STYLE #AG 8048”; “1105653” “WARNING:
19 CHOKING HAZARD Small Parts. Not for Children under 3 yrs MADE IN
20 CHINA”.

21 2.1.3 “Plastic Bags” means plastic bags including but not limited to: (1) Yellow
22 plastic zippered cartoon-themed bag; “ZIPPER POUCH”; “NEWEST
23 FASHIONS – BEST QUALITY – GREAT VALUES”; “Run#:01”; “Date of

24 Production: 07/2016”; “Manufacturer: Li Sheng”; “ITEM: EM60009”; “MADE
25 IN CHINA”; “Distributed by: Royal Deluxe Accessories, LLC”; UPC
26 61315360009, and (2) “ZIPPER POUCH”, Yellow Plastic Bag with brown
27 winking poop emoji, “NEWEST FASHIONS BEST QUALITY GREAT
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1 VALUES”, “Run#:01”, “Date of Production: 08/2016”, “Manufacturer: Li
2 Sheng”, “ITEM: EM60009”, “MADE IN CHINA”, “Distributed by: Royal
3 Deluxe Accessories, LLC”, UPC:613153600098.”

4 2.1.4 “Children’s Plastic Sandals” means children’s plastic sandals, including
5 but not limited to, Girls Plastic Sandals with Blue and Green Bow. “Distributed
6 by: Royal Deluxe Accessories LLC. Manufacturer: Fang Shing Shoes Factory”;
7 “RN#106804”; “UPC 6 13153 09040 0”; “Made in China”.

8 2.1.5 “Purses with Plastic Components” means purses with plastic components,
9 including but not limited to: (1) Blue “Mermaid Zipper Purse;” “aahs!;”
10 “415831;” “NEWEST FASHION;” “BEST QUALITY;” “GREAT VALUES;”
11 “DISTRIBUTED BY: Royal Deluxe Accessories, LLC;” “MADE IN CHINA;”
12 “6 13153 78565 8”, and (2) Purple “Mermaid Zipper Purse;” “aahs!;” “415831;”
13 “NEWEST FASHION;” “BEST QUALITY;” “GREAT VALUES;”
14 “DISTRIBUTED BY: Royal Deluxe Accessories, LLC;” “MADE IN CHINA;”
15 “6 13153 78565 8”.

16 2.1.6 “Vinyl/Plastic Children’s Zipper Purses” means vinyl/plastic children’s
17 zipper purses including but not limited to: Zipper Purse; Unicorn Coin Purse;
18 Item: ZIP78525; UPC: 613153785252; SKU: 415835; Run#: 01; Date of
19 Production: 09/2018; Manufacturer: Caika; DISTRIBUTED BY: Royal Deluxe
20 Accessories, LLC; Made in China.

21 2.2 “DBP Covered Products” means Flip Flops, Children’s Footwear with Polymer
22 Straps, and Women’s Flip Flops with Polymer Components distributed, sold or supplied by RDA
23 and/or RI.
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25 2.2.1 “Flip Flops” means flip flops, including but not limited to “Pink Flip
26 Flops, “Super Bonus Pack”, “Ladies Flip Flop & Flower Clip Fleurs a Pince”,
27 “Fashions for footwear”, “To flip-flops, sliders, hair bands, jeans, scarves,
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1 bracelets, belts, handbags, shirts and so much MORE.”, “Size XL/9-10”, “Item#
2 AG8000”, “Made in China”, SKU# 613153080005.

3 2.2.2 “Children’s Footwear with Polymer Straps” means children’s footwear
4 with polymer straps including but not limited to, “Comfortable High Wedge”;
5 Size M 1/2 ; Item# AG8078; Yellow flip flop with plastic straps; soles decorated
6 with flower patterns; “WARING: CHOCKING HAZARD”; Made in China;
7 UPC: 613153080784.

8 2.2.3 “Women’s Flip Flops with Polymer Components” means women’s flip
9 flops with polymer components, including but not limited to, “Ladies Flip Flop &
10 Flower Clip Fleurs a Pince”; “For hair for flip flop”; “Fun for your feet inter-
11 changeable clip-on accessories”; “Super Bonus Pack”; “Fashions for footwear”;
12 “To flip-flops, sliders, hair bands, jeans, scarves, bracelets, belts, handbags, shirts
13 and so much MORE.” “Size XL/11”; “Item# AG8000”; “UPC 6 13153 08000 5”;
14 “Made in China”.

15 2.3 “Covered Products” means DEHP Covered Products and DBP Covered Products
16 distributed, sold or supplied by RDA and/or RI.

17 2.4 “Effective Date” means the date that this Consent Judgment is approved by the
18 Court.

19 2.5 “DBP” means Di-*n*-Butyl Phthalate, a chemical known to the State of California
20 to cause reproductive harm.

21 2.6 “DEHP” means Bis (2-ethylhexyl) phthalate, a chemical known to the State of
22 California to cause cancer and reproductive harm.

23 2.7 “Complaints” means the Complaint (case number BC679776) and 2nd Complaint
24 (case number 18STCVO4336).

25 2.8 “Notices” means the 60-Day Notices of Violation identified at paragraphs 1.4.1 to
26 1.4.10 above.
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1 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
2 **WARNINGS.**

3 3.1 Reformulation After Effective Date:

4 3.1.1 After the Effective Date, RDA and RI shall not sell in California, offer for
5 sale in California, or ship for sale in California any DEHP Covered Products unless the
6 level of DEHP does not exceed 0.1% by weight (1,000 parts per million (ppm)) and RDA
7 and RI shall not sell in California, offer for sale in California, or ship for sale in
8 California any DBP Covered Products unless the level of DBP does not exceed 0.1% by
9 weight (1,000 ppm).

10 3.1.2 After the Effective Date, FBI and FBM each shall not sell in California,
11 offer for sale in California, or ship for sale in California any Plastic Bags purchased from
12 RDA or RI unless the level of DEHP does not exceed 0.1% by weight (1,000 ppm).

13 3.2 For any Covered Products still existing in the RDA inventory and for any Plastic
14 Bags in the Five Below Parties' inventory as of the Effective Date, a Defendant shall place a
15 Proposition 65 compliant warning on such products prior to selling or offering for sale in
16 California after the Effective Date as set forth herein. Any warning provided pursuant to this
17 section shall be affixed to the packaging of, or directly on, the Covered Products, and be
18 prominently placed with such conspicuousness as compared with other words, statements,
19 designs, or devices as to render it likely to be read and understood by an ordinary individual
20 under customary conditions before purchase or use. A symbol consisting of a black exclamation
21 point in a yellow equilateral triangle with a bold black outline shall precede the text of the
22 warning. The symbol shall be placed to the left of the text of the warning, in a size no smaller
23 than the height of the word "WARNING".

24 3.2.1 CAG and RDA and RI agree that the following warning language shall
25 constitute compliance with Proposition 65 with respect to the alleged DEHP in the DEHP
26 Covered Products in RDA and RI's existing inventory as of the Effective Date distributed and/or
27 sold by RDA or RI after the Effective Date and CAG and the Five Below Parties agree that the
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1 following warning language shall constitute compliance with Proposition 65 with respect to the
2 alleged DEHP in the Plastic Bags distributed, sold or supplied by RDA and/or RI in the Five
3 Below Parties' existing inventory as of the Effective Date:

4 **⚠ WARNING:** This product can expose you to chemicals
5 including DEHP, which is known to the State of California
6 to cause cancer and birth defects or other reproductive harm.
7 For more information go to www.P65Warnings.ca.gov.

8 3.2.2 CAG and RDA and RI agree that the following warning language shall
9 constitute compliance with Proposition 65 with respect to the alleged DBP in the DBP Covered
10 Products in existing inventory as of the Effective Date distributed and/or sold by RDA and
11 RI after the Effective Date:

12 **⚠ WARNING:** This product can expose you to chemicals
13 including DBP, which is known to the State of California to
14 cause birth defects or other reproductive harm. For more
15 information go to www.P65Warnings.ca.gov.

16 3.2.3 RDA and RI may alternatively use the following short-form warning
17 which shall constitute compliance with Proposition 65 with respect to the alleged DBP in the
18 DBP Covered Products in existing inventory as of the Effective Date distributed and/or sold by
19 RDA and RI after the Effective Date, and the Five Below Parties may alternatively use the
20 following short-form warning which shall constitute compliance with Proposition 65 with
21 respect to the alleged DEHP in the Plastic Bags distributed, sold or supplied by RDA and/or RI
22 in the Five Below Parties' existing inventory as of the Effective Date:

23 **⚠ WARNING:** Cancer and Reproductive Harm –
24 P65Warnings.ca.gov.

1 Any warning provided pursuant to this paragraph 3.2.3 must be placed directly on the product or
2 the product's labeling.

3 **4. SETTLEMENT PAYMENT**

4 **4.1 Payment and Due Date:** After the Effective Date, Defendants shall pay a total of
5 two hundred and eighty-eight thousand dollars and zero cents (\$288,000.00) in full and complete
6 settlement of all monetary claims by CAG related to the Notices. Of the total settlement of
7 \$288,000.00, defendant RDA has agreed to fund two-hundred and sixty thousand dollars
8 (\$260,000.00) and the Five Below Parties have agreed to fund twenty-eight thousand dollars
9 (\$28,000.00) of the total payment. The Parties acknowledge that the payment obligations as
10 more specifically set forth below are several only and that RDA and RI shall have no obligation
11 to fund any portion of the payments to be made by the Five Below Parties (and shall each be
12 entitled to the full extent and benefit of the releases and protections afforded them by this
13 Consent Judgment irrespective of whether the Five Below Parties make their payments) and that
14 the Five Below Parties shall have no obligation to fund any portion of the payments to be made
15 by RDA (and shall each be entitled to the full extent and benefit of the releases and protections
16 afforded them by this Consent Judgment irrespective of whether RDA makes its payments). The
17 total settlement payment of \$288,000.00 shall be delivered as follows:

18 **4.1.1 Civil Penalty:** Defendants shall issue separate checks totaling sixty-one
19 thousand seven hundred and twenty dollars (\$61,720.00) as penalties pursuant to Health &
20 Safety Code § 25249.12:

21
22 (a) RDA, and RDA alone, shall pay fifty-five thousand seven hundred and
23 twenty dollars and eighty-two cents (\$55,720.82) of the total \$61,720.00 in civil penalties. RDA
24 will issue a check made payable to the State of California's Office of Environmental Health
25 Hazard Assessment ("OEHHA") in the amount of forty-one thousand seven hundred and ninety
26 dollars and sixty-one cents (\$41,790.61) representing its pro-rata share of the 75% of the total
27 penalty and RDA will issue a separate check to CAG in the amount of thirteen thousand nine
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1 hundred and thirty dollars and twenty cents (\$13,930.20) representing its pro-rata share of the
2 25% of the total penalty; and

3 (b) The Five Below Parties, and the Five Below Parties alone, shall pay
4 five thousand nine hundred and ninety-nine dollars and eighteen cents (\$5,999.18) of the total
5 \$61,720.00 in civil penalties. The Five Below Parties will issue a check made payable to
6 OEHHA in the amount of four thousand four hundred and ninety-nine dollars and thirty-nine
7 cents (\$4,499.39) representing its pro-rata share of the 75% of the total penalty and the Five
8 Below Parties will issue a separate check to CAG in the amount of one thousand four hundred
9 ninety-nine dollars and eighty cents (\$1,499.80) representing their pro-rata share of the 25% of
10 the total penalty; and

11 (c) RDA shall issue separate 1099 forms for each of its above respective
12 payments in this paragraph 4.1.1 and the Five Below Parties shall issue separate 1099 forms for
13 each of their above respective payments in this paragraph 4.1.1. 1099 forms issued to OEHHA
14 shall be sent to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486). 1099
15 forms issued to CAG shall be sent CAG, c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire
16 Boulevard, Suite 240W, Beverly Hills, California 90212.

17 **4.1.2 Additional Settlement Payments:**

18 (a) Defendants shall make separate payments, in the total amount of forty-
19 six thousand two hundred and eighty dollars (\$46,280.00), as an Additional Settlement Payment
20 to "Consumer Advocacy Group, Inc." pursuant to Health & Safety Code § 25249.7(b) and
21 California Code of Regulations, Title 11 § 3203(d). Of the total Additional Settlement Payment
22 of \$46,280.00, RDA, and RDA alone, will issue a separate check to CAG for and will be
23 severally responsible for the payment of forty-one thousand and seven hundred and eighty-one
24 dollars and fifty-eight cents (\$41,781.58) and the Five Below Parties, and the Five Below Parties
25 alone, will issue a separate check to CAG for and will be severally responsible for the payment
26 of four thousand four hundred and ninety-eight dollars and forty-two cents (\$4,498.42).
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1 (b) CAG will use this Additional Settlement Payment as follows, eighty
2 five percent (85%) for fees of investigation, purchasing and testing for Proposition 65 listed
3 chemicals in various products, and for expert fees for evaluating exposures through various
4 mediums, including but not limited to consumer product, occupational, and environmental
5 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining
6 experts who assist with the extensive scientific analysis necessary for those files in litigation and
7 to offset the costs of future litigation enforcing Proposition 65 but excluding attorney fees;
8 fifteen percent (15%) for administrative costs incurred during investigation and litigation to
9 reduce the public's exposure to Proposition 65 listed chemicals by notifying those persons and/or
10 entities believed to be responsible for such exposures and attempting to persuade those persons
11 and/or entities to reformulate their products or the source of exposure to completely eliminate or
12 lower the level of Proposition 65 listed chemicals including but not limited to costs of
13 documentation and tracking of products investigated, storage of products, website enhancement
14 and maintenance, computer and software maintenance, investigative equipment, CAG's
15 member's time for work done on investigations, office supplies, mailing supplies and postage.
16 Within 30 days of a request from the Attorney General, CAG shall provide to the Attorney
17 General copies of documentation demonstrating how the above funds have been spent. CAG
18 shall be solely responsible for ensuring the proper expenditure of such additional settlement
19 payment.
20

21 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Defendants shall pay one
22 hundred and eighty thousand dollars (\$180,000.00) to "Yeroushalmi & Yeroushalmi" as
23 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs
24 incurred as a result of investigating, bringing this matter to Defendants' attention, litigating, and
25 negotiating a settlement in the public interest. Of this total \$180,000.00 payment, RDA, and
26 RDA alone, will issue a separate check to Yeroushalmi & Yeroushalmi for and shall be solely
27 and severally responsible for payment of one hundred and sixty-two thousand four hundred and
28 ninety-seven dollars and sixty cents (\$162,497.60), and the Five Below Parties, and the Five

1 Below Parties alone, will issue a separate check to Yeroushalmi & Yeroushalmi for and shall be
2 solely and severally responsible for payment of seventeen thousand five hundred and two dollars
3 and forty cents (\$17,502.40).

4 4.2 Other than the payment to OEHHA described above, all payments referenced in
5 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
6 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
7 payment to OEHHA shall be delivered to:

8 Office of Environmental Health Hazard Assessment

9 Attn: Mike Gyurics

10 1001 I Street, Mail Stop 12-B

11 Sacramento, California 95812.

12 Concurrently with their respective payments to OEHHA, Defendants shall provide CAG
13 with written confirmation that the payment to OEHHA was delivered.

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

15 5.1 Release of RDA and RI:

16 5.1.1 This Consent Judgment is a full, final, and binding resolution between
17 CAG on behalf of itself and in the public interest and RDA and RI, of any alleged violation of
18 Proposition 65 that was or could have been asserted by CAG against RDA and RI for failure to
19 provide Proposition 65 warnings of exposure to DEHP from the DEHP Covered Products and to
20 DBP from DBP Covered Products as set forth in the Notices, and fully resolves all claims that
21 have been or could have been asserted against RDA and RI up to the Effective Date for failure to
22 provide Proposition 65 warnings for the exposure to DEHP from the DEHP Covered Products
23 and to DBP from DBP Covered Products. CAG, on behalf of itself and in the public interest,
24 hereby discharges RDA and RI and its parent companies, subsidiaries, divisions, affiliates,
25 franchisees, licensors, licensees, customers, distributors, wholesalers, retailers and all
26 downstream entities in the distribution chain of the Covered Products, and the predecessors,
27 successors and assigns of any of them, and all of their respective officers, directors, shareholders,
28

1 members, managers, employees, agents, **except** defendants Valu Mart Co., Buy Low Market
2 Corp., and K V Mart Co. (collectively, “Released Parties”), from all claims up through the
3 Effective Date for violations of Proposition 65 based on exposure to DEHP from the DEHP
4 Covered Products and to DBP from the DBP Covered Products. Compliance with the terms of
5 this Consent Judgment shall be deemed to constitute compliance by the Released Parties with
6 Proposition 65 regarding alleged exposures to DEHP from the DEHP Covered Products and to
7 DBP from the DBP Covered Products. Nothing in this section affects CAG’s right to commence
8 or prosecute an action under Proposition 65 against any person other than the Released Parties.
9 As noted above, CAG expressly reserves the right to pursue defendants, Valu Mart Co., Buy
10 Low Market Corp., and K V Mart Co. for any and all claims; nothing in this section releases any
11 of CAG’s claims arising out of the Notices or in the Complaints against Valu Mart Co., Buy Low
12 Market Corp., and K V Mart Co.

13 5.1.2 CAG on behalf of itself, its past and current agents, representatives,
14 attorneys, successors, and/or assignees, hereby waives all rights to institute or participate in,
15 directly or indirectly, any form of legal action and releases all claims, including, without
16 limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,
17 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,
18 investigation fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or
19 unknown, fixed or contingent (collectively “Claims”), against the Released Parties arising from
20 any violation of Proposition 65 or any other statutory or common law regarding the failure to
21 warn about exposure to DEHP from the DEHP Covered Products and to DBP from the DBP
22 Covered Products. In furtherance of the foregoing, as to alleged exposures to DEHP from the
23 DEHP Covered Products and to DBP from the DBP Covered Products CAG on behalf of itself
24 only, hereby waives any and all rights and benefits which it now has, or in the future may have,
25 conferred upon it with respect to Claims arising from any violation of Proposition 65 or any
26 other statutory or common law regarding the failure to warn about exposure to DEHP from the
27
28

1 DEHP Covered Products and to DBP from the DBP Covered Products by virtue of the provisions
2 of section 1542 of the California Civil Code, which provides as follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
5 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
6 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
7 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
8 DEBTOR OR RELEASED PARTY.

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

24 5.2 Release of the Five Below Parties:

25 5.2.1 This Consent Judgment is a full, final, and binding resolution between
26 CAG on behalf of itself and in the public interest and the Five Below Parties, of any alleged
27 violation of Proposition 65 that was or could have been asserted by CAG against the Five Below
28 Parties for failure to provide Proposition 65 warnings of exposure to DEHP from the Plastic
Bags as set forth in the AG2018-01172 Notice, and fully resolves all claims that have been or

1 could have been asserted against the Five Below Parties in this action and/or in the 2nd Complaint
2 up to the Effective Date for failure to provide Proposition 65 warnings for the exposure to DEHP
3 from any Plastic Bags purchased from RDA or RI. CAG, on behalf of itself and in the public
4 interest, hereby discharges the Five Below Parties and their respective parent companies,
5 subsidiaries, divisions, affiliates, franchisees, licensors, licensees, customers, distributors,
6 wholesalers, retailers and all downstream entities in the distribution chain of the Plastic Bags
7 purchased from RDA or RI, and the predecessors, successors and assigns of any of them, and all
8 of their respective officers, directors, shareholders, members, managers, employees, agents,
9 **except** defendants Valu Mart Co., Buy Low Market Corp., and K V Mart Co. (collectively, “Five
10 Below Released Parties”), from all claims up through the Effective Date for violations of
11 Proposition 65 based on exposure to DEHP from the Plastic Bags purchased from RDA or RI.
12 Compliance with the terms of this Consent Judgment shall be deemed to constitute compliance
13 by the Five Below Released Parties with Proposition 65 regarding alleged exposures to DEHP
14 from the Plastic Bags purchased from RDA or RI. Nothing in this section affects CAG’s right to
15 commence or prosecute an action under Proposition 65 against any person other than FBI, FBM
16 or Five Below Released Parties. As noted above, CAG expressly reserves the right to pursue
17 defendants, Valu Mart Co., Buy Low Market Corp., and K V Mart Co. for any and all claims;
18 nothing in this section releases any of CAG’s claims arising out of the Notices or in the
19 Complaints against Valu Mart Co., Buy Low Market Corp., and K V Mart Co. The release of
20 the Five Below Parties and the Five Below Released Parties identified in this section 5 are
21 limited to those Plastic Bags purchased from RDA and RI.

22
23 5.2.2 CAG on behalf of itself, its past and current agents, representatives,
24 attorneys, successors, and/or assignees, hereby waives all rights to institute or participate in,
25 directly or indirectly, any form of legal action and releases all claims, including, without
26 limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,
27 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,
28 investigation fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or

1 unknown, fixed or contingent (collectively "Claims"), against the Five Below Released Parties
2 arising from any violation of Proposition 65 or any other statutory or common law regarding the
3 failure to warn about exposure to DEHP from the Plastic Bags purchased from RDA or RI. In
4 furtherance of the foregoing, as to alleged exposures to DEHP from the Plastic Bags purchased
5 from RDA or RI, CAG on behalf of itself only, hereby waives any and all rights and benefits
6 which it now has, or in the future may have, conferred upon it with respect to Claims arising
7 from any violation of Proposition 65 or any other statutory or common law regarding the failure
8 to warn about exposure to DEHP from the Plastic Bags purchased from RDA or RI by virtue of
9 the provisions of section 1542 of the California Civil Code, which provides as follows:

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

14 CAG understands and acknowledges that the significance and consequence of this waiver of
15 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
16 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
17 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
18 about exposure to DEHP from the Plastic Bags purchased from RDA or RI, including but not
19 limited to any exposure to, or failure to warn with respect to exposure to DEHP from the Plastic
20 Bags purchased from RDA or RI, CAG will not be able to make any claim for those damages
21 against Five Below Released Parties. Furthermore, CAG acknowledges that it intends these
22 consequences for any such Claims arising from any violation of Proposition 65 or any other
23 statutory or common law regarding the failure to warn about exposure to DEHP from the Plastic
24 Bags purchased from RDA or RI as may exist as of the date of this release but which CAG does
25 not know exist, and which, if known, would materially affect their decision to enter into this
26 Consent Judgment, regardless of whether their lack of knowledge is the result of ignorance,
27 oversight, error, negligence, or any other cause.
28

1 **6. ENFORCEMENT OF JUDGMENT**

2 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
3 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
4 California, Los Angeles County, giving the notice required by law, enforce the terms and
5 conditions contained herein. A Party may enforce any of the terms and conditions of this Consent
6 Judgment only after that Party first provides 30 days notice to the Party allegedly failing to
7 comply with the terms and conditions of this Consent Judgment and attempts to resolve such
8 Party's failure to comply in an open and good faith manner. Notwithstanding the immediately
9 preceding sentence CAG may bring a motion or an action to enforce any breach of the settlement
10 payment terms in Section 4 upon five (5) days written notice by CAG to the Defendants.

11 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
12 proceeding to enforce the terms of this Consent Judgment other than for failure to make
13 payment, CAG shall provide a Notice of Violation ("NOV") to each Defendant it contends has
14 failed to comply with the terms of this Consent Judgment (a "Notice Recipient"). The NOV shall
15 include for each of the Covered Products: the date(s) the alleged violation(s) was observed and
16 the location at which the Covered Products were offered for sale and shall be accompanied by all
17 test data obtained by CAG in unredacted form (except for data on products unrelated to the
18 NOV) regarding the Covered Products, and any other evidence or support for the allegations in
19 the NOV.
20

21 6.2.1 **Non-Contested NOV.** CAG shall take no further action regarding the
22 alleged violation if, within 60 days of receiving such NOV, the Notice Recipient serves a
23 Notice of Election ("NOE") that meets one of the following conditions:

24 (a) The Covered Products were shipped by the Notice Recipient for
25 sale in California before the Effective Date, or

26 (b) Since receiving the NOV, the Notice Recipient has taken
27 corrective action by either (i) requesting that its customers or stores in California, as
28 applicable, remove the Covered Products identified in the NOV from sale in California

1 and destroy or return the Covered Products to the Notice Recipient or vendor, as
2 applicable, or (ii) by bringing the Covered Products identified in the NOV into
3 compliance with Section 3 above with written confirmation to CAG.

4 6.2.2 **Contested NOV.** A Notice Recipient may serve a NOE informing CAG
5 of its election to contest the NOV within 30 days of receiving the NOV.

6 (a) In its election, the Notice Recipient may request that the sample(s)
7 of Covered Products tested by CAG be subject to confirmatory testing at an EPA-
8 accredited laboratory.

9 (b) If the confirmatory testing establishes that the Covered Products do
10 not contain DEHP and/or DBP in excess of the levels allowed in paragraph 3.1, above,
11 CAG shall take no further action regarding the alleged violation. If the testing does not
12 establish compliance with paragraph 3.1, above, the Notice Recipient may withdraw its
13 NOE to contest the violation and may serve a new NOE pursuant to paragraph 6.2.1.

14 (c) If a Notice Recipient does not withdraw a NOE to contest the
15 NOV, the CAG and the Notice Recipient shall meet and confer for a period of no less
16 than 30 days before CAG may seek an order enforcing the terms of this Consent
17 Judgment.

18 6.3 In any proceeding brought by any Party to enforce this Consent Judgment, the
19 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.
20

21 **7. ENTRY OF CONSENT JUDGMENT**

22 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
23 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
24 Defendants waive their respective rights to a hearing or trial on the allegations of the Complaint.

25 7.2 The Parties shall make all reasonable efforts possible to have the Consent
26 Judgment approved by the Court.

27 7.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent
28 Judgment and any and all prior agreements between the Parties merged herein shall terminate

1 and become null and void, and the actions shall revert to the status that existed prior to the
2 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
3 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
4 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
5 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
6 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

7 7.4 Concurrently with entry of the Consent Judgment, the operative pleading in this action is
8 deemed to have been amended to include CAG's allegations and claims with respect to the
9 Notices identified at paragraphs 1.4.1, 1.4.3, 1.4.5, 1.4.7, 1.4.8, 1.4.9, and 1.4.10 and in the 2nd
10 Complaint. For purposes of entry of this Consent Judgment only, Defendants stipulate that this
11 Court has personal jurisdiction over Defendants and subject matter jurisdiction with respect to
12 the allegations and claims with respect to the Notices identified at paragraphs 1.4.1, 1.4.3, 1.4.5,
13 1.4.7, 1.4.8, 1.4.9, and 1.4.10 and in the 2nd Complaint, which are included in the operative
14 complaint, and personal jurisdiction over Defendants for entry of the Consent Judgment.8.

15 **MODIFICATION OF JUDGMENT**

16 8.1 This Consent Judgment may be modified only upon written agreement of the
17 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
18 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

19 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
20 meet and confer with the other Parties prior to filing a motion to modify the Consent Judgment.

21 **9. RETENTION OF JURISDICTION**

22 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
23 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

24 **10. DUTIES LIMITED TO CALIFORNIA**

25 10.1 This Consent Judgment shall have no effect on Covered Products sold by
26 Defendants outside the State of California.
27
28

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

2 11.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
3 California Attorney General so that the Attorney General may review this Consent Judgment
4 prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General
5 has received the aforementioned copy of this Consent Judgment, and in the absence of any
6 written objection by the Attorney General to the terms of this Consent Judgment, may the Court
7 approve this Consent Judgment.

8 **12. ATTORNEY FEES**

9 12.1 Except as specifically provided in paragraphs 4.1.3 and 6.3, each Party shall bear
10 its own costs and attorney fees in connection with this action.

11 **13. GOVERNING LAW**

12 13.1 The validity, construction and performance of this Consent Judgment shall be
13 governed by the laws of the State of California, without reference to any conflicts of law
14 provisions of California law.

15 13.2 The terms of this Consent Judgment shall be governed by the laws of the State of
16 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
17 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
18 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
19 rendered inapplicable by reason of law generally as to the Covered Products, then any
20 Defendants subject to this Consent Judgment may provide written notice to CAG of any asserted
21 change in the law, and shall have no further obligations pursuant to this Consent Judgment with
22 respect to, and to the extent that, the Covered Products are so affected. Nothing in this Consent
23 Judgment shall be interpreted to relieve a Defendants from any obligation to comply with any
24 pertinent state or federal law or regulation.

25 13.3 The Parties, including their counsel, have participated in the preparation of this
26 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
27 Consent Judgment was subject to revision and modification by the Parties and has been accepted
28

1 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
2 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
3 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
4 agrees that any statute or rule of construction providing that ambiguities are to be resolved
5 against the drafting Party should not be employed in the interpretation of this Consent Judgment
6 and, in this regard, the Parties hereby waive California Civil Code § 1654.

7 **14. EXECUTION AND COUNTERPARTS**

8 14.1 This Consent Judgment may be executed in counterparts and by means of
9 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
10 one document and have the same force and effect as original signatures.

11 **15. NOTICES**

12 15.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

13 If to CAG:

14
15 Reuben Yeroushalmi
16 YEROUSHALMI & YEROUSHALMI
17 9100 Wilshire Boulevard, Suite 240W
18 Beverly Hills, CA 90212
19 (310) 623-1926
20 Email: lawfirm@yeroushalmi.com

21 If to RDA or RI.:

22 Michael J. Stiles
23 StilesPomeroy LLP
24 301 E. Colorado Blvd., Suite 600
25 Pasadena, California 91101
26 (626) 243-5599
27 Email: mstiles@stilespomerooy.com

28 If to the Five Below Parties:

Sonja A. Inglin
Cermak & Inglin, LLP
12121 Wilshire Blvd., Suite 322
Los Angeles, CA 90025
(424) 465-1530
Email: singlin@cermaklegal.com

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 //
6 //
7 //
8 //
9 //
10 //
11 //

12 AGREED TO: 13 Date: <u>09/11</u> , 2019 14 <u>Michael Marcus</u> 15 Name: <u>Michael Marcus</u> 16 Title: <u>Director</u> 17 18 CONSUMER ADVOCACY GROUP, INC.	12 AGREED TO: 13 Date: <u>Sept 11</u> , 2019 14 15 Name: <u>[Signature]</u> 16 Title: <u>VP</u> 17 18 ROYAL ITEMS, INC., in dissolution
20 AGREED TO: 21 Date: <u>Sept 11</u> , 2019 22 <u>[Signature]</u> 23 Name: <u>Elliot Zeitouni</u> 24 Title: <u>VP</u> 25 26 ROYAL DELUXE ACCESSORIES LLC	20 AGREED TO: 21 Date: <u>Sept 3</u> , 2019 22 <u>[Signature]</u> 23 Name: <u>Ronald J. Mascianonio</u> 24 Title: <u>SVP & General Counsel</u> 25 26 FIVE BELOW, INC.

27
28
Five Below
Legal Department
Approved [Signature]

1 **AGREED TO:**

2 Date: Sept 3, 2019

3 

4 Name: Harold M. Schmitt

5 Title: General Counsel

6 1616 HOLDINGS, INC. formerly known as
7 Five Below Merchandising, Inc.

Five Below
Legal Department
Approved 

8
9
10 **IT IS SO ORDERED.**

11
12
13 Date: _____

14 HON. ELIZABETH ALLEN WHITE
15 JUDGE OF THE SUPERIOR COURT