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Attorneys for Defendants
HOMEGOODS, INC. AND THE TJX COMPANIES,
INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiff,

v.

HOMEGOODS, INC.; a Delaware
Corporation; THE TJX COMPANIES, INC., a
Delaware Corporation; and DOES 1-20,

Defendants.

Case No. BC653213

Assigned For All Purposes To The
Honorable Ruth Ann Kwan, Dept. 72

CONSENT JUDGMENT [PROPOSED]

1 **1. INTRODUCTION**

2 1.1 This Consent Judgment is entered into by and between plaintiff, Consumer
3 Advocacy Group, Inc., (“CAG”) acting on behalf of itself and in the interest of the public, and
4 defendant The TJX Companies, Inc. (“Defendant”), each a Party to the action and collectively
5 referred to as “Parties.”

6 1.2 CAG is a California corporation that serves as a private enforcer of the Safe
7 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.6
8 *et seq.* (“Proposition 65”), as described in Proposition 65 and the regulations of the Attorney
9 General of California at 11 Cal. Code Regs. § 3000 *et seq.*

10 1.3 Defendant is a business entity that employs ten or more persons. For purposes of
11 this Consent Judgment only, Defendant is deemed a person in the course of doing business in
12 California and is subject to the provisions of Proposition 65.

13 1.4 CAG alleges that Defendant manufactured, distributed, or sold Bath Pillows,
14 Ginger, and Pet Grooming Bath Mitts as defined in the Notices of Violation referred to herein.

15 1.5 **Notices of Violation.**

16 1.5.1 On or about June 3, 2016, CAG served Marshalls; Marshalls of CA, Inc.,
17 Marmaxx Operating Corp., Marshalls of MA, Inc., and The TJX Companies, Inc. and
18 various public enforcement agencies, with a document entitled “Sixty-Day Notice of Intent
19 to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“June
20 3, 2016 Notice”) that provided the recipients with notice of alleged violations of Health &
21 Safety Code § 25249.6 for failing to warn individuals in California of alleged exposures to
22 DEHP alleged to be contained in Bath Pillows they sell, including “Large, white, bath
23 pillow, evidently designed to cushion both the back and head; Marshalls®; 12 61-
24 029727975-01499; \$14.99; 1059K.” No public enforcer has commenced or diligently
25 prosecuted the allegations set forth in the June 3, 2016 Notice.

26 1.5.2 On or about September 14, 2016, CAG served HomeGoods, Inc. and The
27 TJX Companies, Inc., and various public enforcement agencies, with a document entitled
28 “Sixty-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic

1 Enforcement Act of 1986” (“September 14, 2016 Notice”) that provided the recipients with
2 notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
3 individuals in California of alleged exposures to DEHP alleged to be contained in Pet
4 Grooming Bath Mitts they sell, including “PetZen”; Woof-Ah™ BathMitt; Includes Bath
5 Mitt, 7’ Shower Hose, Indoor and Outdoor Faucet Adapters; Copyright PetZen™ Products,
6 LLC.; Made In China; Soft and Flexible Mitt Design Provides More Control; UPC:
7 812374010079; HomeGoods® 22 09 505223 000900 05. No public enforcer has
8 commenced or diligently prosecuted the allegations set forth in the September 14, 2016
9 Notice.

10 1.5.3 On or about December 13, 2016, CAG served The TJX Companies, Inc., T.J.
11 Maxx of CA, LLC, Marmaxx Operating Corp., and T.J. Maxx, and various public
12 enforcement agencies, with a document entitled “Sixty-Day Notice of Intent to Sue for
13 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“December 13,
14 2016 Notice”) that provided recipients with notice of alleged violations of Health & Safety
15 Code § 25249.6 for failing to warn individuals in California of alleged exposures to lead
16 alleged to be contained in Ginger they sell, including “SPICE APPEAL®”; GROUND
17 Ginger; THE FLAVORS OF ASIA; INGREDIENTS: Ginger; DISTRIBUTED BY:
18 MELDINE SPICE APPEAL INC. 19528 VENTURA BLVD # 127 TARZANA, CA 91356
19 805-426-9726; FOR RECIPES VISIT US AT: WWW.SPICE-APPEAL.COM; NET WT.
20 1.8 OZ (51 g); 877872000991; EXP:01/27/2018 51438; T.J.MAXX; 85-4040-455137-
21 000349-02-9; COMPARE AT \$5.00; \$3.49; FLC5. No public enforcer has commenced or
22 diligently prosecuted the allegations set forth in the December 13, 2016 Notice.

23 1.6 Complaints.

24 1.6.1 On February 22, 2017, CAG filed a First Amended Complaint for civil
25 penalties and injunctive relief (“Alameda Complaint”) in Superior Court of California
26 County of Alameda, Case No. RG17848217, against Marshalls, Marshalls of CA, Inc.,
27 Marshalls of MA, Inc., Marmaxx Operating Corp., and The TJX Companies, Inc. The
28 Complaint alleged that Marshalls, Marshalls of CA, Inc., Marshalls of MA, Inc., Marmaxx

1 Operating Corp., and The TJX Companies, Inc. violated Proposition 65 by failing to give
2 clear and reasonable warnings of alleged exposure to DEHP in Bath Pillows as alleged in
3 the June 3, 2016 Notice and alleged exposure to lead in Ginger as alleged in the December
4 13, 2016 Notice.

5 1.6.2 On March 10, 2017, CAG filed a Complaint for civil penalties and injunctive
6 relief (“Complaint”) in Superior Court of California County of Los Angeles, Case No.
7 BC653213, against HomeGoods, Inc. and The TJX Companies, Inc., alleging that
8 HomeGoods, Inc. and The TJX Companies, Inc. violated Proposition 65 by failing to give
9 clear and reasonable warnings of alleged exposure to DEHP in Pet Grooming Bath Mitts as
10 alleged in the September 14, 2016 Notice.

11 1.6.3 As of the Effective Date, the Complaint is deemed to be amended to include
12 the allegations of violations contained in the Alameda Complaint, the June 3, 2016 Notice,
13 and the December 13, 2016 Notice.

14 **1.7 Consent to Jurisdiction.**

15 1.7.1 For purposes of this Consent Judgment, the Parties stipulate that this Court
16 has jurisdiction over the allegations of violations contained in the Complaint and the
17 Notices, and personal jurisdiction over Defendant as to the acts alleged in the Complaint,
18 that venue is proper in the County of Los Angeles, and that this Court has jurisdiction to
19 enter this Consent Judgment as a full settlement and resolution of the allegations contained
20 in the Complaint and the Notices, and of all claims which were, or could have been raised
21 by, any person or entity based in whole or in part, directly or indirectly, on the facts alleged
22 therein or arising therefrom or related thereto.

23 **1.8 No Admission.**

24 1.8.1 This Consent Judgment resolves claims that are denied and disputed. The
25 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and
26 all claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in
27 this Consent Judgment shall be construed as an admission by the Parties of any material
28 allegation of the Complaint or the Notices (each and every allegation of which Defendant

denies), any fact, conclusion of law, issue of law or violation of law, including without limitation, any admission concerning any violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, or any admission as to the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by Defendant, its officers, directors, employees, or parent, subsidiary or affiliated corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other or future legal proceeding, except as expressly provided in this Consent Judgment.

2. DEFINITIONS

2.1 “Bath Pillow” means “Large, white, bath pillow, evidently designed to cushion both the back and head; Marshalls®; 12 61-029727975-01499; \$14.99; 1059K.”

2.2 “Pet Grooming Bath Mitt” means “PetZen”; Woof-Ah™ BathMitt; Includes Bath Mitt, 7’ Shower Hose, Indoor and Outdoor Faucet Adapters; Copyright PetZen™ Products, LLC.; Made In China; Soft and Flexible Mitt Design Provides More Control; UPC: 812374010079; HomeGoods® 22 09 505223 000900 05.

2.3 “Ginger” means “SPICE APPEAL®”; GROUND Ginger; THE FLAVORS OF ASIA; INGREDIENTS: Ginger; DISTRIBUTED BY: MELDINE SPICE APPEAL INC. 19528 VENTURA BLVD # 127 TARZANA, CA 91356 805-426-9726; FOR RECIPES VISIT US AT: WWW.SPICE-APPEAL.COM; NET WT. 1.8 OZ (51 g); 877872000991; EXP:01/27/2018 51438; T.J.MAXX; 85-4040-455137-000349-02-9; COMPARE AT \$5.00; \$3.49; FLC5.

2.4 “Covered Products” means DEHP Covered Products as defined in Section 2.7 below, and Lead Covered Products as defined in Section 2.8 below. DEHP Covered Products are

1 limited to the SKU numbers listed in Sections 2.1 and 2.2 sold by Defendant. Lead Covered
2 Products are limited to the SKU number listed in Section 2.3, sold by the Defendant.

3 2.5 “DEHP” means Diethyl Hexyl Phthalate, also known as Bis(2-ethylhexyl) phthalate.

4 2.6 “Lead” means lead and lead compounds.

5 2.7 “DEHP Covered Products” means Pet Grooming Bath Mitts and Bath Pillows.

6 2.8 “Lead Covered Products” means Ginger.

7 2.9 “Effective Date” means the date that the Court approves this Consent Judgment.

8 2.10 “Notices” refers to CAG’s June 3, 2016 Notice, September 14, 2016 Notice, and
9 December 13, 2016 Notice.

10 **3. MATTERS COVERED BY THIS CONSENT JUDGMENT**

11 3.1 This Consent Judgment is a full, final, and binding resolution between CAG on
12 behalf of itself and in the public interest, and (i) Defendant and its officers, directors, insurers,
13 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, and
14 sister companies, and (ii) their respective successors and assigns, (collectively “Releasees”), for all
15 claims for violations of Proposition 65 up through the Effective Date based on exposure to DEHP
16 from the DEHP Covered Products and Lead from the Lead Covered Products as set forth in the
17 Notices, through the Effective Date. Defendant’s compliance with this Consent Judgment shall
18 constitute compliance with Proposition 65 with respect to DEHP from the DEHP Covered Products
19 and Lead from the Lead Covered Products as set forth in the Notices. The scope of the release is
20 limited to those Covered Products sold by Defendant.

21 3.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
22 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
23 indirectly, any form of legal action and releases all claims, including, without limitation, all actions,
24 and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs,
25 fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees,
26 and attorneys’ fees) of any nature whatsoever, whether known or unknown, fixed or contingent
27 (collectively “CAG Claims”), against Releasees arising from any violation of Proposition 65 or any
28 other statutory or common law regarding the failure to warn about exposure to DEHP in DEHP

1 Covered Products, and to Lead in Lead Covered Products through the Effective Date. In
2 furtherance of the foregoing, as to alleged exposures from the Covered Products, CAG hereby
3 waives any and all rights and benefits which it now has, or in the future may have, conferred upon
4 it with respect to the CAG Claims by virtue of the provisions of section 1542 of the California Civil
5 Code, which provides as follows:

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

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

23 **4. INJUNCTIVE RELIEF**

24 **4.1 DEHP Covered Products.**


25 4.1.1 After the Effective Date, Defendant shall not sell, offer for sale, or distribute
26 for sale in California any DEHP Covered Products with any component that contains DEHP
27 in excess of 0.1% by weight (1,000 ppm).


28 **4.2 Lead Covered Products.**

1 4.2.1 After the Effective Date, Defendant shall provide a clear and reasonable
2 Proposition 65 warning for Lead Covered Products sold, offered for sale, or distributed for
3 sale by Defendant in California that contain more than 720 parts per billion Lead.

4 4.2.2 Any warning provided pursuant to Section 4.2.1 shall be either (i) affixed to
5 the packaging of, or directly on, the Covered Products, or (ii) by providing a warning on a
6 point-of-display sign. Warnings must be prominently placed with such conspicuousness as
7 compared with other words, statements, designs, or devices as to render it likely to be read
8 and understood by an ordinary individual under customary conditions before purchase or
9 use. The warning shall state one of the following

10 (a) **WARNING:** This product contains a chemical known to the State
11 of California to cause cancer and birth defects or other reproductive harm.

12 (b)  **WARNING:** This product can expose you to chemicals
13 including lead which is known to the State of California to cause cancer and birth defects
14 or other productive harm. For more information go to www.P65Warnings.ca.gov.

15 (c)  **WARNING:** Cancer and Reproductive Harm –
16 www.p65Warnings.ca.gov.

17 4.2.3 If modifications or amendments to Proposition 65 or its regulations after the
18 Effective Date are inconsistent with, or provide warning specifications or options different
19 from, the specifications in this Consent Judgment, Defendant may modify the content and
20 delivery methods of its warnings to conform to the modified or amended provisions of
21 Proposition 65 or its regulations.

22 **5. SETTLEMENT PAYMENTS**

23 5.1 **Payment:** Defendant shall pay a total of \$65,000, within ten (10) business days of
24 the Effective Date or receipt of W-9 Forms from CAG, whichever is later. Full and complete
25 settlement of any and all monetary claims by CAG related to the Notices in this action shall be
26 divided as follows:

27 5.1.1 **Civil Penalty:** Defendant shall issue two separate checks totaling \$4,000 as
28 penalties pursuant to Health & Safety Code § 25249.12: (a) Defendant will issue one check

1 made payable to the State of California's Office of Environmental Health Hazard
2 Assessment ("OEHHA") in the amount of \$3,000, representing 75% of the total penalty;
3 and (b) Defendant will issue a second check to CAG in the amount of \$1,000 representing
4 25% of the total penalty. Two separate 1099s shall be issued as follows: Defendant will
5 issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the
6 amount of \$3,000. Defendant will also issue a 1099 to CAG in the amount of \$1,000 and
7 deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W,
8 Beverly Hills, California 90212.

9 **5.2 Additional Settlement Payment:** Defendant shall issue a separate check in the
10 amount of \$3,000 as an additional settlement payment to "Consumer Advocacy Group, Inc."
11 pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 §
12 3203(d). CAG will use this payment as follows: eighty five percent (85%) for fees of investigation,
13 purchasing and testing for Proposition 65 Listed Chemicals in various products, and for expert fees
14 for evaluating exposures through various mediums, including but not limited to consumer product,
15 occupational, and environmental exposures to Proposition 65 Listed Chemicals, and the cost of
16 hiring consulting and retaining experts who assist with the extensive scientific analysis necessary
17 for those files in litigation and to offset the costs of future litigation enforcing Proposition 65 but
18 excluding attorney fees; fifteen percent (15%) for administrative costs incurred during investigation
19 and litigation to reduce the public's exposure to Proposition 65 Listed Chemicals by notifying those
20 persons and/or entities believed to be responsible for such exposures and attempting to persuade
21 those persons and/or entities to reformulate their products or the source of exposure to completely
22 eliminate or lower the level of Proposition 65 Listed Chemicals including but not limited to costs
23 of documentation and tracking of products investigated, storage of products, website enhancement
24 and maintenance, computer and software maintenance, investigative equipment, CAG's member's
25 time for work done on investigations, office supplies, mailing supplies and postage. Within 30
26 days of a request from the Attorney General, CAG shall provide to the Attorney General copies of
27 documentation demonstrating how the above funds have been spent. CAG shall be solely
28 responsible for ensuring the proper expenditure of such additional settlement payment.

1 5.2.1 **Reimbursement of Attorney’s Fees and Costs:** Defendant shall pay a total
2 amount of \$58,000 to “Yeroushalmi & Yeroushalmi” as reimbursement for reasonable
3 investigation fees and costs, testing costs, expert fees, attorney’s fees, and other litigation
4 costs and expenses for all work performed through the approval of this Consent Judgment.

5 5.3 **Delivery of Payments:**

6 5.3.1 All payments to OEHHA shall be delivered to: Office of Environmental
7 Health Hazard Assessment, Attn: Mike Gyurics, Fiscal Operations Branch Chief, 1001 I
8 Street, Sacramento, California 95814. Defendant shall provide written confirmation to
9 CAG upon payment to OEHHA.

10 5.3.2 All payments to CAG and Yeroushalmi & Yeroushalmi, shall be delivered
11 to: Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA
12 90212.

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, County of Los Angeles, 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 Consent
18 Judgment only after that Party first provides 30 days’ notice to the Party allegedly failing to comply
19 with the terms and conditions of this Consent Judgment and attempts to resolve such Party’s failure
20 to comply in an open and good faith manner.

21 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
22 proceeding to enforce Section 4 of this Consent Judgment, the CAG shall provide written notice
23 (“NOV”) to Defendant. The NOV shall include information sufficient for Defendant to be able to
24 understand and correct the violation. With respect to NOVs from CAG relating to the Covered
25 Products, for each of the Covered Products the NOV to Defendant must contain: (a) the name of
26 the product, (b) specific dates when the product was sold in California, (c) the store or other place
27 at which the product was available for sale to consumers, and (d) any other evidence or other
28

1 support for the allegations in the notice, including all test data obtained by CAG regarding the
2 Covered Products.

3 **6.2.1 Non-Contested NOV.** For NOVs from CAG relating to the Covered
4 Products, CAG shall take no further action regarding the alleged violation if, within 30 days
5 of receiving such NOV, Defendant serve a Notice of Election (“NOE”) that meets one of
6 the following conditions:

7 (a) A statement that the Covered Products were in the inventory of
8 Defendant’s California store(s) before the Effective Date, or

9 (b) A statement that since receiving the NOV, Defendant has taken
10 corrective action by either (i) removing the Covered Product identified in the NOV from
11 sale in California, or (ii) taking all steps necessary to bring the sale of the Covered Product
12 into compliance under Section 4 of this Consent Judgment.

13 **6.2.2 Contested NOV.** For NOVs from CAG relating to the Covered Products,
14 Defendant may serve a Notice of Election (“NOE”) informing CAG of its election to contest
15 the NOV within 30 days of receiving the NOV.

16 (a) In its election, Defendant may request that the sample(s) of Covered
17 Product(s) tested by CAG be subject to confirmatory testing at an accredited laboratory.

18 (b) If the confirmatory testing establishes that the DEHP Covered
19 Products do not contain DEHP in excess of the levels allowed in Section 4.1, or Lead above
20 720 parts per billion for Lead Covered Products, CAG shall take no further action regarding
21 the alleged violation. If the testing does not establish compliance with Section 4, Defendant
22 may withdraw its NOE to contest the violation and may serve a new NOE pursuant to
23 Section 6.2.1.

24 (c) If Defendant does not withdraw an NOE to contest the NOV or take
25 action under Section 6.2.1, the Parties shall meet and confer for a period of no less than 30
26 days before CAG may seek an order enforcing the terms of this Consent Judgment.

27 **6.3** In any proceeding brought by either Party to enforce this Consent Judgment, the
28 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

1 **7. ENTRY OF CONSENT JUDGMENT**

2 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
3 California Health & Safety Code § 25249.7(f).

4 7.2 Upon the Effective Date, the Complaint shall be deemed amended to include the
5 claims raised in the June 3, 2016 Notice, the December 13, 2016 Notice, and Alameda Complaint
6 of alleged exposure to DEHP in Bath Pillows and Lead in Ginger.

7 7.3 Within 10 days of the Effective Date, CAG shall file a request for dismissal, without
8 prejudice, of the Alameda Complaint related to the Bath Pillows and Ginger.

9 7.4 If this Consent Judgment is not approved in full by the Court, (a) this Consent
10 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
11 become null and void, and the actions shall revert to the status that existed prior to the execution
12 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
13 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have
14 any effect, nor shall any such matter be admissible in evidence for any purpose in this Action, or in
15 any other proceeding; and (c) the Parties agree to meet and confer to determine whether to modify
16 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 Parties
19 and, if the modification affects a substantive provision of this Consent Judgment, upon entry of a
20 modified Consent Judgment by the Court thereon, or otherwise upon motion of any party as
21 provided by law and upon entry of a modified Consent Judgment by the Court.

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

24 **9. RETENTION OF JURISDICTION**

25 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms
26 of this Consent Judgment under Code of Civil Procedure § 664.6.

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28

1 **10. DUTIES LIMITED TO CALIFORNIA**

2 10.1 This Consent Judgment shall have no effect on Covered Products sold or distributed
3 by Defendant outside the State of California.

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

5 11.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
6 California Attorney General so that the Attorney General may review this Consent Judgment prior
7 to its submittal to the Court for approval. No sooner than forty-five (45) days after the Attorney
8 General has received the aforementioned copy of this Consent Judgment, and in the absence of any
9 written objection by the Attorney General to the terms of this Consent Judgment, the parties may
10 then submit it to the Court for approval.

11 **12. ATTORNEY'S FEES**

12 12.1 Except as specifically provided in Sections 5.1.3 and 6.3, each Party shall bear its
13 own attorney's fees and costs in connection with this action.

14 **13. ENTIRE AGREEMENT**

15 13.1 This Consent Judgment contains the sole and entire agreement and understanding
16 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
17 negotiations, commitments and understandings related hereto. No representations, oral or
18 otherwise, express or implied, other than those contained herein have been made by any party
19 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
20 to exist or to bind any of the Parties.

21 **14. GOVERNING LAW**

22 14.1 The validity, construction and performance of this Consent Judgment shall be
23 governed by the laws of the State of California, without reference to any conflicts of law provisions
24 of California law.

25 14.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
26 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
27 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
28 rendered inapplicable by reason of law generally as to the Covered Products, then subject to this

1 Consent Judgment Defendant may provide written notice to CAG of any asserted change in the
2 law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and
3 to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be
4 interpreted to relieve Defendant from any obligation to comply with any pertinent state or federal
5 law or regulation.

6 14.3 The Parties, including their counsel, have participated in the preparation of this
7 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
8 Consent Judgment was subject to revision and modification by the Parties and has been accepted
9 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
10 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
11 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
12 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
13 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
14 this regard, the Parties hereby waive California Civil Code § 1654.

15 **15. EXECUTION AND COUNTERPARTS**

16 15.1 This Consent Judgment may be executed in counterparts and by means of electronic
17 signature, which taken together shall be deemed to constitute one document and have the same
18 force and effect as original signatures.

19 **16. NOTICES**

20 16.1 Any notices under this Consent Judgment shall be by First Class Mail (with a
21 courtesy copy by email).

22 If to CAG:	If to Defendant:
23 Reuben Yeroushalmi, Esq.	General Counsel
24 Yeroushalmi & Yeroushalmi	The TJX Companies, Inc.
9100 Wilshire Boulevard, Suite 240W	770 Cochituate Road
Beverly Hills, CA 90212	Framingham, MA 01701
25 (310) 623-1926	
26 Email: lawfirm@yerausalmi.com	With a copy to:
	Jeffrey B. Margulies, Esq.
27	Norton Rose Fulbright US LLP
28	555 South Flower Street

41st Floor
Los Angeles, California 90071
Email:
jeff.margulies@nortonrosefulbright.com

17. **AUTHORITY TO STIPULATE**

17.1 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:

Date: 05/08/18, 2018

Michael Marcus

Name: Michael Marcus

Title: Director
CONSUMER ADVOCACY
GROUP, INC.

AGREED TO:

Date: May 8th, 2018

Tyler L. Sparrow

Name: Tyler L. Sparrow

Title: Senior Attorney
THE TJX COMPANIES, INC.

IT IS SO ORDERED.

Date: _____

Hon. Ruth Ann Kwan
JUDGE OF THE SUPERIOR COURT