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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,)	Case No. RG 18-923611
a non-profit corporation,)	
)	[PROPOSED] CONSENT
Plaintiff,)	JUDGMENT AS TO ROSS STORES,
)	INC.
v.)	
)	
ROSS STORES, INC., <i>et al.</i> ,)	
)	
Defendants.)	
)	
)	

1. INTRODUCTION

1.1 This Consent Judgment is entered into by Plaintiff Center for Environmental Health, a California non-profit corporation (“CEH”) and Defendant Ross Stores, Inc. (“Defendant”), to settle certain claims asserted by CEH against Defendant as set forth in the operative complaint in the matter entitled *Center for Environmental Health v. Ross Stores, Inc., et al.*, Alameda County Superior Court Case No. RG 18-923611.

1.2 On May 11, 2018, CEH served a Notice of Violation under Proposition 65 alleging that Defendant violated Proposition 65 (Health & Safety Code § 25249.5, *et seq.*) by exposing persons to cadmium contained in jewelry sold with apparel without first providing a clear and

1 reasonable warning pursuant to Proposition 65. On October 5, 2018, CEH filed the initial
2 Complaint based on the allegations in the Notice. On November 9, 2018, CEH filed the operative
3 First Amended Complaint (the “Complaint”). Ross disputes the allegations in the Notice and
4 Complaint.

5 1.3 Defendant is a corporation that sells Covered Products (as defined herein) in the
6 State of California.

7 1.4 For purposes of this Consent Judgment only, CEH and Defendant (the “Parties”)
8 stipulate that this Court has jurisdiction over the allegations of violations contained in the
9 Complaint and personal jurisdiction over Defendant as to the acts alleged in the Complaint, that
10 venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this
11 Consent Judgment as a full and final resolution of all claims which were or could have been raised
12 in the Complaint based on the facts alleged therein with respect to Covered Products sold by
13 Defendant.

14 1.5 CEH and Defendant enter into this Consent Judgment as a full and final settlement
15 of all claims that were raised in the Complaint, or which could have been raised in the Complaint,
16 arising out of the facts or conduct related to Defendant alleged therein. By execution of this
17 Consent Judgment and agreeing to comply with its terms, the Parties do not admit any facts or
18 conclusions of law including, but not limited to, any facts or conclusions of law suggesting or
19 demonstrating any violations of Proposition 65 relating to cadmium in jewelry sold with apparel.
20 Nothing in this Consent Judgment is or shall be construed as an admission by the Parties of any
21 fact, conclusion of law, issue of law or violation of law, nor shall compliance with the Consent
22 Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law,
23 issue of law, or violation of law. Defendant denies the material, factual and legal allegations in
24 CEH’s Complaint and expressly denies any wrong doing whatsoever. Nothing in this Consent
25 Judgment shall prejudice, waive or impair any right, remedy, argument or defense the Parties may
26 have in this or any other pending or future legal proceedings. This Consent Judgment is the
27 product of negotiation and compromise and is accepted by the Parties solely for purposes of
28 settling, compromising, and resolving issues disputed in this action.

1 **2. DEFINITIONS**

2 2.1 The term “Cadmium Limit” means a concentration of 300 parts per million
3 (“ppm”) by weight cadmium in any component or material used in a Covered Product.

4 2.2 The term “Covered Product” means jewelry sold as part of a set with a dress or
5 other piece of apparel. Covered Products does not include jewelry that is sold individually or that
6 is not sold as part of a set with a dress or other piece of apparel and this Consent Judgment does
7 not cover such jewelry products.

8 2.3 The term “Direct Import Covered Product” means a Covered Product for which
9 Defendant is the importer of record into the United States, pursuant to 19 U.S.C. § 1484(a).

10 2.4 The term “Effective Date” means the date of entry of this Consent Judgment.

11 2.5 The term “Other Covered Product” means a Covered Product that is not a Private
12 Label, Direct Import, or Retailer Covered Product.

13 2.6 The term “Private Label Covered Product” means a Covered Product sold by
14 Defendant under a brand or trademark that is owned or licensed by Defendant or an affiliated
15 entity.

16 2.7 The term “Retailer Covered Product” means a Covered Product (a) that is not a
17 Private Label Covered Product or Direct Import Covered Product and (b) for which there is no
18 Viable Upstream Supplier.

19 2.8 The term “Upstream Supplier” means a manufacturer, packager, importer, supplier
20 or distributor of a Covered Product.

21 2.9 The term Viable Upstream Supplier means an Upstream Supplier (i) that is a
22 “person in the course of doing business” as such term is defined in Health & Safety Code §
23 25249.11(b); and (ii) that has designated an agent for service of process in California or has a
24 place of business in California.

25 **3. INJUNCTIVE RELIEF**

26 3.1 **Reformulation and Supplier Notification.** Defendant shall comply with the
27 following requirements to reduce or eliminate exposures to cadmium arising from the Covered
28 Products:

1 3.1.1 **Reformulation.** As of the Effective Date, Defendant shall not purchase,
2 sell or offer to sell any:

3 3.1.1.1 Private Label or Direct Import Covered Product that exceeds the
4 Cadmium Limit or that contains a component that exceeds the Cadmium Limit.

5 3.1.1.2 Retailer Covered Product if Ross has actual knowledge (as that term
6 is defined in 27 Cal. Code Regs. § 25600.2(f)) of the potential exposure requiring a warning.

7 3.1.2 **Specification Compliance Date.**

8 3.1.2.1 **Private Label and Direct Import Covered Products.** To the
9 extent that it has not done so previously, no more than 30 days after the Effective Date, Defendant
10 shall instruct each of its suppliers of Private Label Covered Product and Direct Import Covered
11 Products that they shall: (i) not sell, ship or otherwise provide Covered Products to Defendant that
12 exceed the Cadmium Limit; (ii) obtain, maintain and upon request promptly provide Defendant a
13 test result based upon total acid digest testing performed by a qualified laboratory demonstrating
14 compliance with the Cadmium Limit for each Covered Product and each component of a Covered
15 Product; and (iii) upon request provide Defendant with the name, address, telephone number, and
16 other contact information for the person or entity from which the supplier purchased each Covered
17 Product or component of a Covered Product sold to Defendant.

18 3.1.2.2 **Retailer and Other Covered Products.** To the extent that it has not
19 done so previously, no more than 30 days after the Effective Date, Defendant shall instruct each of
20 its suppliers of Retailer Covered Products and Other Covered Products that they shall: (i) not sell,
21 ship or otherwise provide Covered Products to Defendant that exceed the Cadmium Limit; (ii)
22 upon request promptly provide Defendant a test result based upon total acid digest testing
23 performed by a qualified laboratory demonstrating compliance with the Cadmium Limit for each
24 Covered Product and each component of a Covered Product; and (iii) upon request provide
25 Defendant with the name, address, telephone number, and other contact information for the person
26 or entity from which the supplier purchased each Covered Product or component of a Covered
27 Product sold to Defendant.

28

1 3.1.2.3 Defendant may provide the instructions required under sections
2 3.1.2.1 and 3.1.2.2 by including such instructions in its vendor manual. Regardless of whether
3 Defendant elects to satisfy its obligations under this section 3.1.2 by providing instructions in its
4 vendor manual, Defendant shall include a statement in the vendor manual informing vendors of
5 the Cadmium Limit and of the importance of product or component testing to confirm compliance
6 with the Cadmium Limit.

7 3.1.2.4 If in the period from the Effective Date to the date five years
8 thereafter, Defendant obtains a Covered Product from an Upstream Supplier that it has not
9 previously provided instructions pursuant to Section 3.1.2, Defendant shall instruct such supplier
10 prior to receiving any Covered Products from such supplier.

11 3.2 **Market Withdrawal of Covered Products.** To the extent not already done, on or
12 before the Effective Date, Defendant shall direct its stores in California to cease all sales of the
13 specific products identified on **Exhibit A**.

14 **4. ENFORCEMENT**

15 4.1 **General Enforcement Provisions.** CEH and Ross may, by motion or application
16 for an order to show cause before this Court, enforce the terms and conditions contained in this
17 Consent Judgment. Any action to enforce alleged violations of this Consent Judgment with
18 respect to the Cadmium Limit by Defendant shall be brought exclusively pursuant to this Section
19 4.

20 4.2 **Enforcement of Cadmium Limit.**

21 4.2.1 **Notice of Violation.** In the event that, at any time following the Effective
22 Date, CEH identifies one or more Covered Products (including Other Covered Products) sold by
23 Defendant that CEH believes in good faith exceed the Cadmium Limit, CEH may issue a Notice
24 of Violation pursuant to this Section.

25 4.2.2 **Service of Notice of Violation and Supporting Documentation.**

26 4.2.2.1 The Notice of Violation shall be sent to the persons identified in
27 Section 8 to receive notices for Defendant, and must be served within 75 days of the date the
28 Covered Product at issue was purchased or otherwise acquired by CEH, provided, however, that

1 CEH may have up to an additional 45 days to provide Defendant with the test data required by
2 Section 4.2.2.2 below if it has not yet obtained it from its laboratory.

3 4.2.2.2 The Notice of Violation shall, at a minimum, provide for each
4 Covered Product identified therein: (a) the date the alleged violation was observed, (b) the location
5 at which the Covered Product was offered for sale, (c) a description of the Covered Product giving
6 rise to the alleged violation, (d) all test data obtained by CEH regarding the Covered Product and
7 supporting documentation sufficient for validation of the test results, and (e) picture(s) of the
8 Covered Product and Ross price ticket showing SKU and style number, as well as a copy of the
9 purchase receipt. Such Notice of Violation shall be based upon total acid digest test data pursuant
10 to US Consumer Product Safety Commission testing protocol CPSC-CH-E1001-08, CPSC-CH-
11 E1001-08.1, CPSC-CH-E1001-08.2, CPSC-CH-E1001-08.3, EPA Method 3050B or an equivalent
12 protocol, from an independent laboratory that is either listed as a CPSC-accepted for purposes of
13 lead testing in children’s products or has a currently valid accreditation meeting the requirements
14 of ISO/IEC 17025. Wipe, swipe, and swab testing are not sufficient to support a Notice of
15 Violation.

16 4.2.2.3 **Response to Notice of Violation.** Defendant may only contest a
17 Notice of Violation as set forth in section 4.2.3. No more than 30 days after service of a Notice of
18 Violation: Defendant shall:

19 4.2.2.4 Defendant shall direct its stores in California to cease all sales of the
20 specific Covered Product(s) identified in the Notice of Violation.

21 4.2.2.5 Defendant shall request that Upstream Suppliers of the Covered
22 Product(s) provide it with (i) all test data pertaining to cadmium in the Covered Product(s), and (ii)
23 the identity of its supplier of the Covered Product or component of the Covered Product
24 containing cadmium.

25 4.2.2.6 Defendant shall provide a written response to the Notice of
26 Violation (the “Response to NOV”) that shall include (i) its assertion regarding whether the
27 Covered Product at issue is a Private Label Covered Product, Direct Import Covered Product,
28 Retailer Covered Product or Other Covered Product, (ii) all test data in its possession, custody, or

1 control pertaining to cadmium in the Covered Product(s), (iii) available California unit sales for
2 the Covered Product(s), (iv) all correspondence with Upstream Supplier(s) regarding cadmium in
3 the Covered Product(s), and (v) the identities of all known Upstream Suppliers of the Covered
4 Product and the supplier of the component containing cadmium. If Defendant receives additional
5 information described in this section after it serves the Response to NOV it shall promptly supply
6 such information to CEH.

7 4.2.3 **Contested Notices.** Ross may contest a Notice of Violation for a Direct
8 Import Covered Product, Retailer Covered Product or an Other Covered Product only with respect
9 to whether there is any Viable Upstream Supplier or whether the testing has been performed in
10 accordance with Section 4.2.2.2.

11 4.2.3.1 **Meet and Confer.** If a Notice of Violation is contested, CEH and
12 Defendant shall meet and confer to attempt to resolve their dispute. Within 30 days of serving a
13 Notice of Election contesting a Notice of Violation, and if no enforcement motion or application
14 has been filed by CEH pursuant to Section 4.1, Defendant may withdraw the original Notice of
15 Election contesting the violation and serve a new Notice of Election conceding the violation,
16 provided however that Defendant shall pay to CEH the stipulated payments required by the
17 applicable provision of section 4.2.4, if any.

18 4.2.3.2 At any time, CEH may withdraw a Notice of Violation. If no
19 informal resolution of a Notice of Violation results within 30 days of a Notice of Election to
20 contest, CEH may file an enforcement motion or application pursuant to Section 4.1 with regard to
21 any Direct Import or Retailer Covered Product identified in the Notice of Violation, or pursue a
22 new action pursuant to Health & Safety Code § 25249.7(d) for any Other Covered Product that is
23 not a Retailer Covered Product. In any such proceeding, CEH may seek whatever fines, costs,
24 penalties attorneys' fees or remedies are provided by law for failure to comply with the Consent
25 Judgment.

26 4.2.4 **Stipulated Payments for Non-Contested Notices of Violation.**

27 4.2.4.1 **Private Label and Direct Import Covered Products.** Defendant
28 shall make a stipulated payment of \$12,500 for each Private Label and Direct Import Covered

1 Product identified in a Notice of Violation, to reimburse CEH for attorneys' fees and costs
2 incurred in investigating, preparing and resolving the Notice of Violation.

3 4.2.4.2 **Retailer Covered Products.** Defendant shall make a stipulated
4 payment of \$10,000 for each Retailer Covered Product identified in a Notice of Violation, to
5 reimburse CEH for attorneys' fees and costs incurred in investigating, preparing and resolving the
6 Notice of Violation.

7 4.2.4.3 For purposes of Sections 4.2.4.1 and 4.2.4.2, multiple Covered
8 Products identified in one or more NOV's served within 30 days that are supplied by the same
9 Upstream Supplier shall be subject to one payment of \$12,500 or \$10,000, respectively.

10 4.2.4.4 **Other Covered Products.** Defendant shall not be required to make
11 any stipulated payments in response to a non-contested Notice of Violation identifying one or
12 more Other Covered Products.

13 4.2.4.5 **Reimbursement of Stipulated Payments.** Defendant shall be
14 entitled to reimbursement of any payment made pursuant to sections 4.2.4.1 or 4.2.4.2 if CEH
15 settles or successfully prosecutes a Proposition 65 enforcement action against an Upstream
16 Supplier of such Covered Product, in an amount not to exceed the amount recovered by CEH in
17 such settlement or successful prosecution.

18 **5. PAYMENTS**

19 5.1 **Payments by Defendant.** On or before five (5) days after the entry of this Consent
20 Judgment, Defendant shall pay the total sum of \$90,000 as a settlement payment ("Settlement
21 Payment") as further set forth in this Section.

22 5.2 **Allocation of Payments.** The total Settlement Payment shall be paid in five (5)
23 separate checks in the amounts specified below and delivered as set forth below. Any failure by
24 Defendant to comply with the payment terms herein shall be subject to a stipulated late fee to be
25 paid by Defendant in the amount of \$100 for each day the full payment is not received after the
26 applicable payment due date set forth in Section 5.1. The late fees required under this Section
27 shall be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding
28 brought pursuant to Section 4 of this Consent Judgment. The Settlement Payment paid by

1 Defendant shall be allocated as set forth below between the following categories and made
2 payable as follows:

3 5.2.1 Defendant shall pay \$12,228 as a civil penalty (“Civil Penalty”) pursuant
4 to Health & Safety Code § 25249.7(b). The Civil Penalty payment shall be apportioned in
5 accordance with Health & Safety Code §25249.12 (25% to CEH and 75% to the State of
6 California's Office of Environmental Health Hazard Assessment (“OEHHA”). Accordingly,
7 Defendant shall pay the OEHHA portion of the Civil Penalty payment for \$9,171 by check made
8 payable to OEHHA and associated with taxpayer identification number 68-0284486. This
9 payment shall be delivered as follows:

10 For United States Postal Service Delivery:

11 Attn: Mike Gyurics
12 Fiscal Operations Branch Chief
13 Office of Environmental Health Hazard Assessment
14 P.O. Box 4010, MS #19B
15 Sacramento, CA 95812-4010

16 For Non-United States Postal Service Delivery:

17 Attn: Mike Gyurics
18 Fiscal Operations Branch Chief
19 Office of Environmental Health Hazard Assessment
20 1001 I Street, MS #19B
21 Sacramento, CA 95814

22 Defendant shall pay the CEH portion of the Civil Penalty payment for \$3,057 by check made
23 payable to the Center for Environmental Health and associated with taxpayer identification
24 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
25 Street, San Francisco, CA 94117.

26 5.2.2 Defendant shall pay \$9,171 as an Additional Settlement Payment
27 (“ASP”) to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
28 Regulations, Title 11, § 3204. CEH intends to place these funds in CEH’s Toxics and Youth Fund
and use them to support CEH programs and activities that seek to educate the public about
cadmium and other toxic chemicals in consumer products that are marketed to youth, work with
industries that market products to youth to reduce exposure to cadmium and other toxic chemicals,

1 and thereby reduce the public health impacts and risks of exposure to cadmium and other toxic
2 chemicals in consumer products that are marketed to youth in California. CEH shall obtain and
3 maintain adequate records to document that ASPs are spent on these activities and CEH agrees to
4 provide such documentation to the Attorney General within thirty days of any request from the
5 Attorney General. The payment pursuant to this Section shall be made payable to the Center for
6 Environmental Health and associated with taxpayer identification number 94-3251981. This
7 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
8 94117.

9 5.2.3 Defendant shall pay \$68,601 as a reimbursement of a portion of CEH's
10 reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement shall be made in
11 two separate checks as follows: (a) \$57,800 payable to the Lexington Law Group and associated
12 with taxpayer identification number 94-3317175; and (b) \$10,801 payable to the Center For
13 Environmental Health and associated with taxpayer identification number 94-3251981. Both of
14 these payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco,
15 CA 94117.

16 5.2.4 To summarize, Defendant shall deliver checks made out to the payees
17 and in the amounts set forth below:

18 Payee	Type	Amount	Deliver To
19 OEHHA	Penalty	\$9,171	OEHHA per Section 5.2.1
20 Center For Environmental Health	Penalty	\$3,057	LLG
21 Center For Environmental Health	ASP	\$9,171	LLG
22 Lexington Law Group	Fee and Cost	\$57,800	LLG
23 Center For Environmental Health	Fee and Cost	\$10,801	LLG

24
25 **6. MODIFICATION AND DISPUTE RESOLUTION**

26 6.1 **Modification.** This Consent Judgment may be modified from time to time by
27 express written agreement of the Parties with the approval of the Court, or by an order of this
28

1 Court upon motion and in accordance with law.

2 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
3 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
4 modify the Consent Judgment.

5 **7. CLAIMS COVERED AND RELEASE**

6 7.1 Provided that Defendant has complied with its obligations under Section 5 hereof,
7 this Consent Judgment is a full, final, and binding resolution between CEH and Defendant and
8 Defendant's parents, shareholders, divisions, subdivisions, subsidiaries, partners, sister companies
9 and their successors and assigns ("Defendant Releasees"), of any violation of Proposition 65 that
10 have been or could have been asserted in the public interest against Defendant and Defendant
11 Releasees, regarding the failure to warn about exposure to cadmium arising in connection with
12 Covered Products sold by Defendant prior to the Effective Date.

13 7.2 Provided that Defendant has complied with its obligations under Section 5 hereof,
14 CEH, for itself and acting on behalf of the public interest pursuant to Health & Safety Code §
15 25249.7(d), releases, waives, and forever discharges any and all claims against Defendant and
16 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or
17 common law claims that have been or could have been asserted in the public interest regarding the
18 failure to warn about exposure to cadmium arising in connection with Covered Products sold by
19 Defendant prior to the Effective Date.

20 7.3 Compliance with the terms of this Consent Judgment by Defendant and the
21 Defendant Releasees shall constitute compliance with Proposition 65 by Defendant and the
22 Defendant Releasees with respect to any alleged failure to warn about cadmium in Covered
23 Products sold by Defendant after the Effective Date.

24 7.4 Nothing in this Consent Judgment covers or releases any claim under Proposition
25 65 asserted against an Upstream Supplier that supplied Covered Products to Defendant or any
26 other entity.

27 7.5 Nor shall Defendant's agreement to pay stipulated payments pursuant to section
28 4.2.4 release any Upstream Supplier from its obligation to indemnify Defendant pursuant to the

1 terms and conditions of the Ross Stores, Inc. Purchase Order and any applicable Indemnification
2 Agreement between the Upstream Supplier and Defendant.

3 **8. PROVISION OF NOTICE**

4 8.1 When any Party is entitled to receive any notice under this Consent Judgment, the
5 notice shall be sent by first class and electronic mail as follows:

6 8.1.1 **Notices to Defendant.** The person for Defendant to receive Notice
7 pursuant to this Consent Judgment shall be:

8 General Counsel
9 Ross Stores, Inc.
10 5130 Hacienda Drive, 3rd Floor
11 Dublin, CA 94568

12 With a copy to:

13 Jeffrey B. Margulies
14 Lauren Shoor
15 Norton Rose Fulbright US LLP
16 555 South Flower Street, Forty-First Floor
17 Los Angeles, California 90071, United States
18 jeff.margulies@nortonrosefulbright.com
19 lauren.shoor@nortonrosefulbright.com

20 8.1.2 **Notices to Plaintiff.** The person for CEH to receive Notices pursuant to
21 this Consent Judgment shall be:

22 Eric S. Somers
23 Lexington Law Group
24 503 Divisadero Street
25 San Francisco, CA 94117
26 esomers@lexlawgroup.com

27 8.2 Any Party may modify the person and address to whom the notice is to be sent by
28 sending the other Party notice by first class and electronic mail.

9 **9. COURT APPROVAL**

10 9.1 This Consent Judgment shall become effective on the Effective Date, provided
11 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
12 Defendant shall support approval of such Motion.

1 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
2 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

3 **10. GOVERNING LAW AND CONSTRUCTION**

4 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
5 California.

6 **11. ENTIRE AGREEMENT**

7 11.1 This Consent Judgment contains the sole and entire agreement and understanding
8 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
9 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
10 and therein. There are no warranties, representations, or other agreements between the Parties
11 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
12 other than those specifically referred to in this Consent Judgment have been made by any Party
13 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
14 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
15 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
16 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
17 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
18 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
19 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
20 whether or not similar, nor shall such waiver constitute a continuing waiver.

21 **12. RETENTION OF JURISDICTION**

22 12.1 This Court shall retain jurisdiction of this matter to implement, enforce or modify
23 the Consent Judgment.

24 **13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

25 13.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
26 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
27 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.
28

1 **14. SUCCESSORS AND ASSIGNS**

2 14.1 This Consent Judgment shall apply to and be binding upon CEH and Defendant,
3 and their respective divisions, subdivisions, and subsidiaries, and the successors or
4 assigns of any of them.

5 **15. NO EFFECT ON OTHER SETTLEMENTS**

6 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
7 against any other entity on terms that are different than those contained in this Consent Judgment.

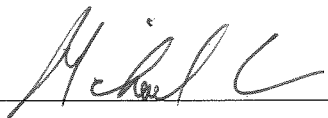
8 **16. EXECUTION IN COUNTERPARTS**

9 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
10 means of facsimile, which taken together shall be deemed to constitute one document.

11 **IT IS SO ORDERED, ADJUDGED,
12 AND DECREED**

13
14 Dated: _____
15 Judge of the Superior Court of the State of California

16 **IT IS SO STIPULATED:**

<p>17 Dated: <u>8/12</u>, 2019</p>	<p>CENTER FOR ENVIRONMENTAL HEALTH</p> <p></p> <hr/> <p>Michael Green</p> <hr/> <p>Printed Name</p> <p>CEO</p> <hr/> <p>Title</p>
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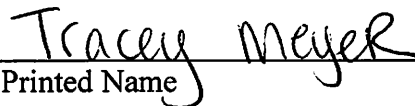
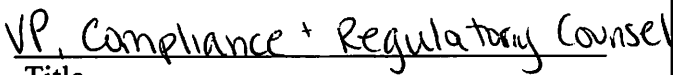
Dated: <u>Sept 5</u> , 2019	DEFENDANT ROSS STORES, INC.  <hr/>  Printed Name  Title
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EXHIBIT A

The following Covered Products must be immediately removed from the marketplace:

Product	Ross SKU No.
Beautees Necklace	400161965949
Tacera Necklace with Black Bead Pendant	400164860876
Siren Lily Necklace	400170540120
SJS Necklace	400169383035
Glitter Girl Necklace with Owl Pendant	400170701750
Paper Plane Necklace	400164691029
Vibe Sportswear Necklace	400174369550
Vibe Sportswear Necklace	400169753852
Tacera Necklace with White Bead Pendant	400170521167
Espresso Necklace	400172356446
Vibe Sportswear Necklace	400170967613
American Dream Necklace	400171627882
Vibe Sportswear Necklace	400172354473
Tacera Necklace with Crystal Bead Pendant	400170191216
Vibe Sportswear Necklace	400174369536
Tacera Necklace with White Bead Pendant	400170521167
SJS Silver Necklace	400169981767
J for Justify Necklace	400173231759
Jessie & J Long Gold Necklace with Triple Stone Pendant	400178880808
Design History Long Gold Necklace with Round Pendant	400171345434
Try This Long Gold Necklace with Round Pendant	400181362995
Karen Brooks Long Gold Necklace with Square Pendant	400174415011
Jessie & J Long Gold Necklace with Dangle Chains	400182094895
Just Found Necklace	400174892218
Dirtee Laundry Necklace with Arrow	400179377505
R&M Richards Dress Ornament	400182398603
En Focus Broche	400180697418
Luxology Pendant with Purple Dress	400184836011
Vibe Necklace with Round Gold Pendant	400181923776
Vibe Necklace with Round Gold Pendant	400181923684