

Reuben Yeroushalmi (SBN 193981)
Tiffine E. Malamphy (SBN 312234)
Shannon E. Royster (SBN 314126)
YEROUSHALMI & YEROUSHALMI*
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212
Telephone: (310) 623-1926
Facsimile: (310) 623-1930

Attorneys for Plaintiff,
CONSUMER ADVOCACY GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

Plaintiff,

v.

T.J. MAXX, a business entity form unknown;
THE TJX COMPANIES, INC., a Delaware
Corporation;
THE TJX OPERATING COMPANIES, INC.,
a Delaware Corporation;
TJ MAXX OF CA, LLC, a Delaware Limited
Liability Company;
MIWORLD ACCESSORIES, LLC, a New
York Limited Liability Company;
and DOES 1-10;

Defendants.

CASE NO. 19STCV29845

**REVISED [PROPOSED] CONSENT
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

[Assigned for all Purposes to the Hon.
Elaine Lu, Department 26]

Complaint filed: August 22, 2019

1. INTRODUCTION

1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer
Advocacy Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the public interest,

1 and Defendants MiWorld Accessories, LLC and Gaz Concepts Inc. (collectively “Settling
2 Defendants”) with each a Party to the action and collectively referred to as “Parties.”

3 **1.2 Defendants and Covered Products**

4 1.2.1 CAG alleges that MiWorld Accessories, LLC is a New York Limited Liability
5 Company which employs ten or more persons. For purposes of this Consent Judgment only,
6 MiWorld is deemed a person in the course of doing business in California and subject to the
7 provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health &
8 Safety Code §§ 25249.6 et seq. (“Proposition 65”).

9 1.2.2 CAG alleges that Gaz Concepts Inc. is a New York Limited Liability Company
10 which employs ten or more persons. For purposes of this Consent Judgment only, Gaz Concepts
11 Inc. is deemed a person in the course of doing business in California and subject to the
12 provisions of the Proposition 65.

13 1.2.3 CAG alleges that Settling Defendants manufacture, sell, and/or distribute
14 consumer products in California.

15 **1.3 Listed Chemicals**

16 1.3.1 Di (2-ethylhexyl) Phthalate (“DEHP”), also known as Diethyl Hexyl Phthalate
17 and Bis (2-ethylhexyl) Phthalate, has been listed by the State of California as a chemical known
18 to cause cancer and birth defects or other reproductive harm.

19 1.3.2 Diisononyl Phthalate (“DINP”) has been listed by the State of California as a
20 chemical known to cause cancer.

21 **1.4 Notices of Violation**

22 1.4.1 On or about July 17, 2018, CAG served a “60-Day Notice of Intent to Sue for
23 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2018-01173”)
24 (“July 17, 2018 Notice”) that provided Gaz Concepts Inc. with notice of alleged violations of
25 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
26 DEHP and DINP contained in certain Cushioned Bath Pillows sold, manufacturer, and/or
27
28

distributed by Gaz Concepts Inc. in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the July 17, 2018 Notice.

1.4.2 On or about July 17, 2018, CAG served a “60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2018-01177”) (“July 17, 2018 Notice II”) that provided Gaz Concepts Inc. with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DINP contained in certain Cushioned Bath Pillows sold, manufacturer, and/or distributed by Gaz Concepts Inc. in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the July 17, 2018 Notice II.

1.4.3 On or about April 18, 2018, CAG served a “60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2018-00593”) (“April 18, 2018 Notice”) that provided Gaz Concepts Inc. with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP and DINP contained in certain Cushioned Bath Pillows sold, manufacturer, and/or distributed by Gaz Concepts, Inc. in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the April 18, 2018 Notice.

1.4.4 On or about December 21, 2018, CAG served a “60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2018-02326”) (“December 21, 2018 Notice”) that provided MiWorld with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in certain Travel Jewelry Organizer Roll Bags sold, manufacturer, and/or distributed by MiWorld in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the December 21, 2018 Notice.

1.4.5 On or about December 12, 2018, CAG served a “60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2018-02246”) (“December 12, 2018 Notice”) that provided MiWorld with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to

1 DEHP contained in certain Travel Bottle Kits sold, manufacturer, and/or distributed by MiWorld
2 in California. No public enforcer has commenced or diligently prosecuted the allegations set
3 forth in the December 12, 2018 Notice.

4 1.4.6 On or about February 4, 2019, CAG served a “60-Day Notice of Intent to Sue for
5 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-02265”)
6 (“February 4, 2019 Notice”) that provided MiWorld with notice of alleged violations of Health
7 & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
8 contained in certain Travel Bottle Kits sold, manufacturer, and/or distributed by MiWorld in
9 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
10 in the February 4, 2019 Notice.

11 1.4.7 On or about April 11, 2019, CAG served a “60-Day Notice of Intent to Sue for
12 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-00780”)
13 (“April 11, 2019 Notice”) that provided MiWorld with notice of alleged violations of Health &
14 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
15 contained in certain Tech Junkie Kits with Earbuds sold, manufacturer, and/or distributed by
16 MiWorld in California. No public enforcer has commenced or diligently prosecuted the
17 allegations set forth in the April 11, 2019 Notice.

18 1.4.8 On or about August 12, 2019, CAG served a “60-Day Notice of Intent to Sue for
19 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-01549”)
20 (“August 12, 2019 Notice”) that provided MiWorld with notice of alleged violations of Health &
21 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
22 contained in certain Travel Bottle Kits sold, manufacturer, and/or distributed by MiWorld in
23 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
24 in the August 12, 2019 Notice.

25 1.4.9 On or about December 20, 2019, CAG served a “60-Day Notice of Intent to Sue
26 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-
27 02400”) (“December 20, 2019 Notice”) that provided notice of alleged violations of Health &
28

1 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
2 contained in certain Travel Toiletry Kits sold, manufacturer, and/or distributed by MiWorld in
3 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
4 in the December 20, 2019 Notice.

5 1.4.10 On or about July 28, 2020, CAG served a “60-Day Notice of Intent to Sue for
6 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2020-01895”)
7 (“July 28, 2020 Notice”) that provided MiWorld with notice of alleged violations of Health &
8 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
9 contained in certain Travel Documents Holders sold, manufacturer, and/or distributed by
10 MiWorld in California. No public enforcer has commenced or diligently prosecuted the
11 allegations set forth in the July 28, 2020 Notice.

12 1.5 **Complaints**

13 1.5.1 On August 14, 2018 CAG filed a Complaint for civil penalties and injunctive
14 relief (“Complaint 1”) in Alameda County Superior Court, Case No. RG18916514 against
15 Burlington Coat Factory Warehouse Corporation; Burlington Stores, Inc.; Burlington Coat
16 Factory of Texas (Erroneously Sued as Burlington Store #00772). Complaint 1 alleges, among
17 other things, that Proposition 65 was violated for failure to allegedly give clear and reasonable
18 warnings of alleged exposure to DEHP and DINP in Cushioned Bath Pillows MiWorld
19 distributed and/or sold in California as alleged in the July 17, 2018 Notice, July 17, 2018 Notice
20 II, and April 18, 2018 Notice.

21 1.5.2 On or about October 30, 2018 CAG filed a First Amended Complaint amending
22 Complaint 1.

23 1.5.3 On July 20, 2019 CAG filed a Complaint for civil penalties and injunctive relief
24 (“Complaint 2”) in Los Angeles County Superior Court, Case No. 19STCP02786, against
25 MiWorld; Marshalls; Marshalls of CA, LLC; Marshalls of MA, Inc.; and others. Complaint 2
26 alleges, among other things, that MiWorld violated Proposition 65 for allegedly failing to give
27
28

1 clear and reasonable warnings of alleged exposure to DEHP in Travel Jewelry Organizer Roll
2 Bags MiWorld distributed and/or sold in California as alleged in the December 21, 2018 Notice.

3 1.5.4 On August 22, 2019 CAG filed a Complaint for civil penalties and injunctive
4 relief (“Complaint 3”) in Los Angeles County Superior Court, Case No. 19STCV29845, against
5 MiWorld; T.J. Maxx; The TJX Companies, Inc.; and The TJX Operating Companies, Inc.
6 Complaint 3 alleges, among other things, that MiWorld violated Proposition 65 for allegedly
7 failing to give clear and reasonable warnings of alleged exposure to DEHP in Travel Bottle Kits
8 products MiWorld distributed and/or sold in California as alleged in the December 12, 2018
9 Notice and February 4, 2019 Notice.

10 1.5.5 On October 29, 2019 CAG filed a Complaint for civil penalties and injunctive
11 relief (“Complaint 4”) in Los Angeles County Superior Court, Case No. 19STCV38857 against
12 Macy’s, Inc. and Macy’s Backstage, Inc. Complaint 4 alleges, among other things, that
13 Proposition 65 was violated for failure to allegedly give clear and reasonable warnings of alleged
14 exposure to DEHP in Tech Junkie Kits with Earbuds products MiWorld distributed and/or sold
15 in California as alleged in the April 11, 2019 Notice.

16 1.5.6 On December 13, 2019 CAG filed a First Amended Complaint with regard to
17 Complaint 4.

18 1.5.7 On or about September 11, 2020 CAG filed a Second Amended Complaint
19 amending Complaint 4.

20 1.5.8 On December 19, 2019 CAG filed a Complaint for civil penalties and injunctive
21 relief (“Complaint 5”) in Los Angeles County Superior Court, Case No. 19STCV45711, against
22 MiWorld; The TJX Companies, Inc.; and The TJX Operating Companies, Inc.. Complaint 5
23 alleges, among other things, that MiWorld violated Proposition 65 for allegedly failing to give
24 clear and reasonable warnings of alleged exposure to DEHP in certain Travel Bottle Kits
25 MiWorld distributed and/or sold in California as alleged in the August 12, 2019 Notice.

26 1.5.9 On September 4, 2020 CAG filed a Complaint for civil penalties and injunctive
27 relief (“Complaint 6”) in Los Angeles County Superior Court, Case No. 20STCV34003 against
28

1 Ross Stores, Inc. and others. Complaint 6 alleges, among other things, that Proposition 65 was
2 violated for failure to allegedly give clear and reasonable warnings of alleged exposure to DEHP
3 in Travel Documents Holders products MiWorld distributed and/or sold in California as alleged
4 in the December 20, 2019 Notice.

5 **1.6 Consent to Jurisdiction**

6 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
7 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction
8 over MiWorld as to the acts alleged in the Complaint, that venue is proper in the County of Los
9 Angeles, and that this Court has jurisdiction to enter this Consent Judgment as a full settlement
10 and resolution of the allegations against MiWorld contained in the Complaint, and of all claims
11 which were or could have been raised by any person or entity based in whole or in part, directly
12 or indirectly, on the facts alleged therein or arising therefrom or related thereto.

13 **1.7 No Admission**

14 This Consent Judgment resolves claims that are denied and disputed. The Parties enter into
15 this Consent Judgment pursuant to a full and final settlement of any and all claims between the
16 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall
17 be construed as an admission by the Parties of any material allegation in the Notice or the
18 Complaint, or of any fact, conclusion of law, issue of law or violation of law of any kind, including
19 without limitation, any admission concerning any alleged or actual violation of Proposition 65 or
20 any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the
21 meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as
22 used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor
23 compliance with its terms, shall constitute or be construed as an admission by the Parties of any
24 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by
25 Settling Defendants, their officers, directors, employees, or parent, subsidiary or affiliated
26 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or
27 litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall
28

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 “Covered Products” as to Gaz Concepts Inc. means: **Bath Pillows**, and as to MiWorld Accessories, LLC means (1) **Jewelry Roll Bags**, (2) **Travel Bottle Kits**, (3) **Tech Junkie Kits with Earbuds**, (4) **Travel Document Holders**, and (5) **Travel Toiletry Kits**, including but not limited to the exemplar products identified in the Notices.

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

2.3 “DEHP” means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl Phthalate and Bis (2-ethylhexyl) Phthalate

2.4 “DINP” means Diisononyl Phthalate.

2.5 “Listed Chemicals” means:

As to Bath Pillows: DEHP and DINP.

As to Jewelry Roll Bags: DEHP

As to Travel Bottle Kits: DEHP

As to Tech Junkie Kits with Earbuds: DEHP

As to Travel Document Holders: DEHP

2.6 “Notices” means the July 17, 2018 Notice; July 17, 2018 Notice II; April 18, 2018 Notice; December 21, 2018 Notice; December 12, 2018 Notice; February 4, 2019 Notice; April 11, 2019 Notice; August 12, 2019 Notice; December 20, 2019 Notice ; and July 28, 2020 Notice.

3. INJUNCTIVE RELIEF/REFORMULATION

3.1 After the Effective Date, Settling Defendants shall not order for manufacture any Covered Products for sale into California, with any component that contains the Listed Chemical(s) in excess of 0.1% (1,000 parts per million) by weight.

3.2 Any Covered Products that Settling Defendants sell, distribute, or ship into California after the Effective Date that were ordered for manufacture prior to the Effective Date, must

1 contain a clear and reasonable warning, consistent with 27 CCR section 25600 *et seq.* unless it
2 contains no more than 0.1% by weight (1,000 ppm) of the Listed Chemical(s).

3 3.3 Any warnings provided pursuant to this Section 3.2 shall be affixed to the packaging
4 of, or directly on, or attached to the Covered Products, and be prominently placed with such
5 conspicuousness as compared with other words, statements, designs, or devices as to render it
6 likely to be read and understood by an ordinary individual under customary conditions before
7 purchase or use. The equilateral triangle pictogram shall be in yellow with a black exclamation
8 mark; provided however, the pictogram may be in black and white instead of yellow if the
9 Covered Product label does not contain the color yellow.

10 3.4 Covered Products already distributed to Downstream Releasees prior to the
11 Effective Date may continue to be sold through as is.

12 **4. SETTLEMENT PAYMENT**

13 4.1 **Payment and Due Date:** Settling Defendants shall pay a total of one hundred
14 and twenty-five thousand dollars and zero cents (\$125,000.00) in full and complete settlement of
15 any and all claims for civil penalties, damages, attorney's fees, expert fees or any other claim for
16 costs, expenses or monetary relief of any kind for claims that were or could have been asserted in
17 the Notices or Complaints identified in Sections 1.5.1 through 1.5.9, as follows:

18 4.1.1 **Civil Penalty:** Settling Defendants shall issue two separate checks totaling
19 twenty-two thousand eight hundred and sixty dollars (\$22,860) as follows for alleged civil
20 penalties pursuant to Health & Safety Code § 25249.12:

21 (a) Settling Defendants will issue one check made payable to the State of California's
22 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of Seventeen
23 thousand, one hundred and forty-five dollars (\$17,145) representing 75% of the total civil
24 penalty and Settling Defendants will issue a second check to CAG in the amount of five
25 thousand seven hundred and fifteen (\$5,715) representing 25% of the total civil penalty;

26 (b) Separate 1099s shall be issued for each of the above payments: Settling Defendants
27 will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the
28

1 amount of \$17,145. Settling Defendants will also issue a 1099 to CAG in the amount of \$5,715
2 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W,
3 Beverly Hills, California 90212.

4 **4.1.2 Additional Settlement Payments:** Settling Defendants shall issue one check for to
5 seventeen thousand one hundred and forty dollars (\$17,140) to “Consumer Advocacy Group, Inc.”
6 pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 §
7 3203(d). CAG will use this portion of the Total Settlement Payment as follows, eighty five
8 percent (85%) for fees of investigation, purchasing
9 and testing for the Proposition 65 Listed Chemical in various products, and for expert fees for
10 evaluating exposures through various mediums, including but not limited to consumer product,
11 occupational, and environmental exposures to the Proposition 65 Listed Chemical, and the cost
12 of hiring consulting and retaining experts who assist with the extensive scientific analysis
13 necessary for those files in litigation and to offset the costs of future litigation enforcing
14 Proposition 65 but excluding attorney fees; fifteen percent (15%) for administrative costs
15 incurred during investigation and litigation to reduce the public’s exposure to the Proposition 65
16 Listed Chemicals by notifying those persons and/or entities believed to be responsible for such
17 exposures and attempting to persuade those persons and/or entities to reformulate their products
18 or the source of exposure to completely eliminate or lower the level of the Proposition 65 Listed
19 Chemicals including but not limited to costs of documentation and tracking of products
20 investigated, storage of products, website enhancement and maintenance, computer and software
21 maintenance, investigative equipment, CAG’s member’s time for work done on investigations,
22 office supplies, mailing supplies and postage Within 30 days of a request from the Attorney
23 General, CAG shall provide to the Attorney General copies of documentation demonstrating how
24 the above funds have been spent. CAG shall be solely responsible for ensuring the proper
25 expenditure of such additional settlement payment.

26 **4.1.3 Reimbursement of Attorney Fees and Costs:** Settling Defendants shall issue a
27 check in the amount of eighty-five thousand dollars (\$85,000) payable to “Yeroushalmi &
28

Yeroushalmi” as complete reimbursement for any and all reasonable investigation fees and costs, attorneys’ fees, expert fees, and any and all other costs and expenses incurred as a result of investigating, bringing this matter to the Settling Defendants’ attention, litigating, negotiating a settlement in the public interest, and seeking and obtaining court approval of this Consent Judgment.

4.2 Other than the payment to OEHHA described above, all payments referenced in paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard Assessment, OEHHA, 1001 I Street, Mail Stop 12-B Sacramento, California 95812, Attn: Mike Gyurics. Settling Defendants shall provide written confirmation to CAG of the payment to OEHHA.

5. MATTERS COVERED BY THIS CONSENT JUDGMENT

5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on behalf of itself and in the public interest, and Settling Defendants and their owners, officers, directors, insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister companies, predecessors, and their successors and assigns (“Defendant Releasees”), and all entities to whom Settling Defendants directly or indirectly distribute or sell Covered Products, including, but not limited to, downstream distributors, downstream wholesalers, customers, retailers, marketplace hosts, franchisees, cooperative members, licensees, and the successors and assigns of any of them, who may use, maintain, distribute or sell Covered Products (“Downstream Defendant Releasees”), of all claims for alleged or actual violations of Proposition 65 for alleged exposures to the Listed Chemicals from the Covered Products manufactured, distributed or sold by Settling Defendants up through the Effective Date as set forth in the Notices and Complaints. Settling Defendants and Defendant Releasees’ compliance with this Consent Judgment shall constitute compliance with Proposition 65 with respect to alleged exposures to the Listed Chemicals from the Covered Products sold by

1 Defendant Releasees or Downstream Defendant Releasees after the Effective Date. Nothing in
2 this Section affects CAG's right to commence or prosecute an action under Proposition 65
3 against any person other than Settling Defendants, Defendant Releasees, or Downstream
4 Defendant Releasees.

5 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
6 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
7 indirectly, any form of legal action and releases all claims, including, without limitation, all
8 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
9 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
10 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,
11 fixed or contingent (collectively "Claims"), against Defendant Releasees and Downstream
12 Defendant Releasees arising from any actual or alleged violation of Proposition 65 or any other
13 statutory or common law claim regarding the Covered Products manufactured, distributed or sold
14 by the Defendant Releasees through the Effective Date regarding any actual or alleged failure to
15 warn about exposure to the Listed Chemicals from the Covered Products. In furtherance of the
16 foregoing, CAG on behalf of itself only, hereby waives any and all rights and benefits which it
17 now has, or in the future may have, conferred upon it with respect to Claims regarding the
18 Covered Products manufactured, distributed or sold by Defendant Releasees through the
19 Effective Date arising from any violation of Proposition 65 or any other statutory or common
20 law regarding the failure to warn about exposure to the Listed Chemicals from the Covered
21 Products by virtue of the provisions of section 1542 of the California Civil Code, which provides
22 as follows:

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

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

California Civil Code section 1542 is that even if CAG suffers future damages arising out of or resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any violation of Proposition 65 or any other statutory or common law regarding the Covered Products manufactured, distributed or sold by the Released Parties through the Effective Date regarding the failure to warn about actual or alleged exposure to the Listed Chemicals from the Covered Products, CAG will not be able to make any claim for those damages, penalties or other relief against Defendant Releasees and Downstream Defendant Releasees. Furthermore, CAG acknowledges that it intends these consequences for any such Claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to the Listed Chemicals from the Covered Products as may exist as of the date of this release but which CAG does not know exist, and which, if known, would materially affect their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

6. ENTRY OF CONSENT JUDGMENT

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

6.2 Upon entry of an order approving this Consent Judgment, the Complaint in this action shall be deemed amended to include defendant Gaz Concepts Inc. and the claims raised in the Notices as detailed in Section 1.4.

6.3 Within five court days of the Effective Date, CAG shall file requests for dismissal of the (1) Second Cause of Action in the First Amended Complaint filed in Alameda County Superior Court, Case No. RG18916514; (2) the Fourth Cause of Action in the Complaint filed in Los Angeles County Superior Court, Case No. 19STCP02786; (3) the First Cause of Action in the Second Amended Complaint filed in Los Angeles County Superior Court, Case No. 19STCV38857; (4) the Fourth Cause of Action in the Complaint filed in Los Angeles County Superior Court, Case No. 19STCV45711; and (5) Fifth Cause of Action in the Complaint filed in Los Angeles County Superior Court, Case No. 20STCV34003.

1 6.4 If this Consent Judgment is not approved in full by the Court: (a) this Consent
2 Judgment and any and all prior agreements between the Parties merged herein shall terminate
3 and become null and void, and the actions shall revert to the status that existed prior to the
4 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
5 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
6 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
7 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
8 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

9 **7. MODIFICATION OF JUDGMENT**

10 7.1 This Consent Judgment may be modified only upon written agreement of the
11 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
12 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

13 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
14 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

15 **8. ENFORCEMENT OF JUDGMENT**

16 8.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
17 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
18 California, County of Los Angeles, giving the notice required by law, enforce the terms and
19 conditions contained herein. A Party may enforce any of the terms and conditions of this
20 Consent Judgment only after that Party first provides 30 days' notice to the Party allegedly
21 failing to comply with the terms and conditions of this Consent Judgment and attempts to resolve
22 such Party's failure to comply in an open and good faith manner.

23 **9. RETENTION OF JURISDICTION**

24 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
25 terms of this Consent Judgment under Code of Civil Procedure section 664.6.

26 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
27 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.
28

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

2 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
3 California Attorney General so that the Attorney General may review this Consent Judgment
4 prior to its submittal to the Court for approval. No sooner than forty-five (45) days after the
5 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may
6 then submit it to the Court for approval.

7 **11. ENTIRE AGREEMENT**

8 11.1 This Consent Judgment contains the sole and entire agreement and understanding
9 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
10 negotiations, commitments and understandings related hereto. No representations, oral or
11 otherwise, express or implied, other than those contained herein have been made by any party
12 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
13 deemed to exist or to bind any of the Parties.

14 **12. ATTORNEY FEES**

15 12.1 Except as specifically provided in Sections 4.1.3 and 8.2, each Party shall bear its
16 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

17 **13. GOVERNING LAW**

18 13.1 The validity, construction, terms, and performance of this Consent Judgment shall
19 be governed by the laws of the State of California, without reference to any conflicts of law
20 provisions of California law.

21 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
22 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
23 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
24 rendered inapplicable by reason of law generally as to the Covered Products or Listed
25 Chemicals, then Settling Defendants may provide written notice to CAG of any asserted change
26 in the law, and shall have no further obligations pursuant to this Consent Judgment with respect
27 to, and to the extent that, the Covered Products are so affected. Nothing in this Consent
28

Judgment shall be interpreted to relieve Settling Defendants from any obligation to comply with any other pertinent state or federal law or regulation.

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

14. EXECUTION AND COUNTERPARTS

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

15. NOTICES

15.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.

If to CAG:

Reuben Yeroushalmi
reuben@yeroushalmi.com
Yeroushalmi & Yeroushalmi
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212

If to Defendant MIWORLD ACCESSORIES, LLC:

Martin Erani
MiWorld Accessories LLC
1 E 33rd Street, 11th Floor
New York, NY 10016

If to Defendant GAZ CONCEPTS INC.
Martin Erani

1 INSERT ADDRESS

2 With copy to:
3 Jeffrey Margulies
4 jeff.margulies@nortonrosefulbright.com
5 NORTON ROSE FULBRIGHT US LLP
6 555 South Flower Street, Forty-First Floor
7 Los Angeles, CA 90071

8 **16. AUTHORITY TO STIPULATE**

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

12 AGREED TO:

12 AGREED TO:

13 Date: September 30, 2020

13 Date: September 23, 2021, 2020

14 Michael Marcys

14 Martin Erani

15 Name: Michael Marcys

15 Name: Martin Erani

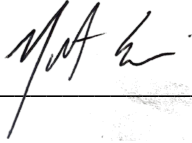
16 Title: Director

16 Title: PRESIDENT

17 CONSUMER ADVOCACY GROUP, INC. MIWORLD ACCESSORIES, LLC

1 AGREED TO:

2
3 Date: September 23, 2021, 2020

4 
5 _____

6
7 Name: Martin Erani

8
9 Title:

10 PRESIDENT

11 GAZ CONCEPTS INC.

12
13 **IT IS SO ORDERED.**

14
15 Date: _____

16 _____
17 JUDGE OF THE SUPERIOR COURT