

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.

MARSHALLS, a Business Entity Form
Unknown, *et al.*;

Defendants.

CASE NO. 19STCP02786

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

[Assigned for All Purposes to the Hon.
Theresa M. Traber, Dept. 47]

Complaint Filed: July 2, 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, and Defendant The TJX Companies, Inc. ("TJX" or "Settling Defendant") with each a Party to the action and collectively referred to as "Parties."

1.2 Defendant and Covered Products

1.2.1 CAG alleges that TJX is a Delaware Corporation which employs ten or more persons. For purposes of this Consent Judgment only, TJX is deemed a person in the course of doing business in California and subject to the provisions of the Safe Drinking Water and Toxic

Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition 65”).

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

1.3 Listed Chemicals

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

1.3.2 Cadmium and Cadmium (hereinafter “Cadmium”) are known to the State of California to cause cancer and/or birth defects or other reproductive harm.

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

1.4 Notices of Violation

1.4.1 On or about August 29, 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# 2018-01631”) (“August 29, 2018 Notice”) that provided TJX 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 Pruners sold, manufactured, and/or distributed by TJX in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the August 29, 2018 Notice.

1.4.2 On or about November 6, 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# 2018-02041”) (“November 6, 2018 Notice”) that provided TJX with notice of alleged violations of Health & Safety Code §25249.6 for failing to warn individuals in California of exposures to Cadmium contained in certain Cacao Powder sold, manufactured, and/or distributed by Defendant in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the November 6, 2018 Notice.

1 1.4.3 On or about February 4, 2019, CAG served a “60-Day Notice of Intent to Sue for
2 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-00263”)
3 (“February 4, 2019 Notice”) that provided TJX with notice of alleged violations of Health &
4 Safety Code § 25249.6 for failing to warn individuals in California of exposures to Cadmium
5 contained in certain Cacao Powder sold, manufactured, and/or distributed by Defendant in
6 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
7 in the February 4, 2019 Notice.

8 1.4.4 On or about December 21, 2018, CAG served a “60-Day Notice of Intent to Sue
9 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2018-
10 02321”) (“December 21, 2018 Notice”) that provided TJX with notice of alleged violations of
11 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
12 DINP contained in certain Umbrellas sold, manufactured, and/or distributed by Defendant in
13 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
14 in the December 21, 2018 Notice.

15 1.5 Complaints

16 1.5.1 On July 2, 2019 CAG filed a Complaint for civil penalties and injunctive relief
17 (“Complaint 1”) in Los Angeles County Superior Court, Case No. 19STCP02786 against TJX.
18 Complaint alleges, among other things, that Proposition 65 was violated for failure to allegedly
19 give clear and reasonable warnings of alleged exposure to DEHP in Pruners and Cadmium in
20 Cacao Powder distributed and/or sold in California as alleged in the August 29, 2018 Notice;
21 November 6, 2018 Notice; and February 4, 2019 Notice.

22 1.5.2 On August 22, 2019 CAG filed a Complaint for civil penalties and injunctive
23 relief (“Complaint 2”) in Los Angeles County Superior Court, Case No. 19STCV29845 against
24 TJX. Complaint 2 alleges, among other things, that Proposition 65 was violated for failure to
25 allegedly give clear and reasonable warnings of alleged exposure to DINP in Umbrellas
26 distributed and/or sold in California as alleged in the December 21, 2018 Notice.

27 1.6 Consent to Jurisdiction

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1 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
2 jurisdiction over the allegations of violations contained in Complaint 1 and Complaint 2, personal
3 jurisdiction over Defendant as to the acts alleged in the Complaint 1 and Complaint 2, that venue
4 is proper in the County of Los Angeles, and that this Court has jurisdiction to enter this Consent
5 Judgment as a full settlement and resolution of the allegations against Defendant contained in the
6 Complaint 1 and Complaint 2, and of all claims which were or could have been raised by any
7 person or entity based in whole or in part, directly or indirectly, on the facts alleged therein or
8 arising therefrom or related thereto.

9 **1.7 No Admission**

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

1 **2. DEFINITIONS**

2 2.1 "Covered Products" means (1) Pruners ; (2) Umbrellas; and (3) Cacao Powder.

3 2.2 "Pruners" means Pruners with Style Nos. 115453 and 270430.

4 2.3 "Umbrellas" means Umbrellas with Style No. 100404.

5 2.4 "Cacao Powder" means Cacao Powder with Style Nos. : 024906, 024907,
6 037493, 041896, 041904, 070764, 450183, 450188, 455633, 468616, 920873 and
7 920874.

8 2.5 "Effective Date" means the date that this Consent Judgment is approved by the
9 Court.

10 2.6 "DEHP" means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl
11 Phthalate and Bis (2-ethylhexyl) Phthalate

12 2.7 "DINP" means Diisononyl Phthalate.

13 2.8 "Cadmium" means Cadmium and Cadmium Compounds.

14 2.9 "Listed Chemicals" means:

15 As to Pruners: DEHP.

16 As to Cacao Powder: Cadmium

17 As to Umbrellas: DINP

18 2.10 "Notices" means the August 29, 2018 Notice; November 6, 2018 Notice;
19 February 4, 2019 Notice and December 21, 2018 Notice.

20 **3. INJUNCTIVE RELIEF/REFORMULATION**

21 3.1 After the Effective Date, TJX shall not (1) order any Pruners for sale into
22 California, with any component that contains the DEHP in excess of 0.1% (1,000 parts per
23 million) by weight; (2) order any Umbrellas for sale into California, with any component that
24 contains the DINP in excess of 0.1% (1,000 parts per million) by weight; or (3) order any Cacao
25 Powder for sale into California, that contains Cadmium in excess of 80 parts per billion ("ppb").

26 3.2 Any Pruners and Umbrellas that TJX sells, distributes, or ships into California after
27 the Effective Date that were ordered for manufacture prior to the Effective Date, must contain a
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1 clear and reasonable Proposition 65 warning, consistent with 27 CCR section 25600 *et seq.*,
2 unless it contains no more than 0.1% by weight (1,000 ppm) of the Listed Chemical. Any Cacao
3 Powder that TJX sells, distributes, or ships into California after the Effective Date that was
4 ordered for manufacture prior to the Effective Date, that exceeds 80ppb Defendants must contain
5 a Proposition 65 compliant warning. Any warnings provided pursuant to this Section 3.2 shall be
6 affixed to the packaging of, or directly on, or attached to the Covered Products, and be
7 prominently placed with such conspicuousness as compared with other words, statements,
8 designs, or devices as to render it likely to be read and understood by an ordinary individual
9 under customary conditions before purchase or use.

10 **4. SETTLEMENT PAYMENT**

11 **4.1 Payment and Due Date:** Within ten (10) business days of the effective date
12 settling TJX shall pay a total of one hundred and ten thousand dollars and zero cents
13 (\$110,000.00) in full and complete settlement of any and all claims for civil penalties, damages,
14 attorney's fees, expert fees or any other claim for costs, expenses or monetary relief of any kind
15 for claims that were or could have been asserted in the Notices or Complaints identified in
16 Sections 1.4.1 through 1.5.2, as follows:

17 **4.1.1 Civil Penalty:** TJX shall issue two separate checks totaling twenty thousand and
18 forty dollars (\$20,040.00) as follows for alleged civil penalties pursuant to Health & Safety Code
19 § 25249.12:

20 (a) TJX will issue one check made payable to the State of California's Office of
21 Environmental Health Hazard Assessment ("OEHHA") in the amount of fifteen thousand and
22 thirty dollars (\$15,030.00) representing 75% of the total civil penalty and TJX will issue a
23 second check to CAG in the amount of five thousand and ten dollars (\$5,010.00) representing
24 25% of the total civil penalty;

25 (b) Separate 1099s shall be issued for each of the above payments: TJX will issue a 1099
26 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of
27 \$15,030.00. Settling Defendant will also issue a 1099 to CAG in the amount of \$5,010.00 and
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1 deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W,
2 Beverly Hills, California 90212.

3 **4.1.2 Additional Settlement Payments:** TJX shall issue one check for fourteen thousand
4 nine hundred and sixty dollars (\$14,960.00) to “Consumer Advocacy Group, Inc.” pursuant to
5 Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). CAG
6 will use this portion of the Total Settlement Payment as follows, eighty five percent (85%) for fees
7 of investigation, purchasing
8 and testing for the Proposition 65 Listed Chemical in various products, and for expert fees for
9 evaluating exposures through various mediums, including but not limited to consumer product,
10 occupational, and environmental exposures to the Proposition 65 Listed Chemical, and the cost
11 of hiring consulting and retaining experts who assist with the extensive scientific analysis
12 necessary for those files in litigation and to offset the costs of future litigation enforcing
13 Proposition 65 but excluding attorney fees; fifteen percent (15%) for administrative costs
14 incurred during investigation and litigation to reduce the public’s exposure to the Proposition 65
15 Listed Chemicals by notifying those persons and/or entities believed to be responsible for such
16 exposures and attempting to persuade those persons and/or entities to reformulate their products
17 or the source of exposure to completely eliminate or lower the level of the Proposition 65 Listed
18 Chemicals including but not limited to costs of documentation and tracking of products
19 investigated, storage of products, website enhancement and maintenance, computer and software
20 maintenance, investigative equipment, CAG’s member’s time for work done on investigations,
21 office supplies, mailing supplies and postage Within 30 days of a request from the Attorney
22 General, CAG shall provide to the Attorney General copies of documentation demonstrating how
23 the above funds have been spent. CAG shall be solely responsible for ensuring the proper
24 expenditure of such additional settlement payment.

25 **4.1.3 Reimbursement of Attorney Fees and Costs:** TJX shall issue a check in the
26 amount of seventy-five thousand dollars (\$75,000.00) payable to “Yeroushalmi & Yeroushalmi”
27 as complete reimbursement for any and all reasonable investigation fees and costs, attorneys’
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1 fees, expert fees, and any and all other costs and expenses incurred as a result of investigating,
2 bringing this matter to the Settling Defendant's attention, litigating, negotiating a settlement in the
3 public interest, and seeking and obtaining court approval of this Consent Judgment.

4 4.2 Other than the payment to OEHHA described above, all payments referenced in
5 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
6 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
7 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard
8 Assessment, OEHHA, 1001 I Street, Mail Stop 12-B Sacramento, California 95812, Attn: Mike
9 Gyurics. Settling Defendant shall provide written confirmation to CAG of the payment to
10 OEHHA.

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

12 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
13 behalf of itself and in the public interest, and TJX and its owners, officers, directors, insurers,
14 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister
15 companies, predecessors, and their successors and assigns (collectively "Defendant Releasees"),
16 and all entities to whom TJX directly or indirectly distribute or sell Covered Products, including,
17 but not limited to, downstream distributors, downstream wholesalers, customers, retailers,
18 marketplace hosts, franchisees, cooperative members, licensees, and the successors and assigns
19 of any of them, who may use, maintain, distribute or sell Covered Products ("Downstream
20 Defendant Releasees"), of all claims for alleged or actual violations of Proposition 65 for alleged
21 exposures to the Listed Chemicals from the Covered Products manufactured, distributed or sold
22 by Settling Defendant up through the Effective Date as set forth in the Notices and Complaints.
23 TJX and Defendant Releasees' compliance with this Consent Judgment shall constitute
24 compliance with Proposition 65 with respect to alleged exposures to the Listed Chemicals from
25 the Covered Products sold by TJX, Defendant Releasees, or Downstream Defendant Releasees
26 after the Effective Date. Nothing in this Section affects CAG's right to commence or prosecute
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1 an action under Proposition 65 against any person other than Settling Defendant, Defendant
2 Releasees, or Downstream Defendant Releasees.

3 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
4 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
5 indirectly, any form of legal action and releases all claims, including, without limitation, all
6 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
7 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
8 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,
9 fixed or contingent (collectively "Claims"), against Defendant Releasees arising from any actual
10 or alleged violation of Proposition 65 or any other statutory or common law claim regarding the
11 Covered Products manufactured, distributed or sold by the Defendant Releasees through the
12 Effective Date regarding any actual or alleged failure to warn about exposure to the Listed
13 Chemicals from the Covered Products. In furtherance of the foregoing, CAG on behalf of itself
14 only, hereby waives any and all rights and benefits which it now has, or in the future may have,
15 conferred upon it with respect to Claims regarding the Covered Products manufactured,
16 distributed or sold by Defendant Releasees through the Effective Date arising from any violation
17 of Proposition 65 or any other statutory or common law regarding the failure to warn about
18 exposure to the Listed Chemicals from the Covered Products by virtue of the provisions of
19 section 1542 of the California Civil Code, which provides as follows:

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

26 CAG understands and acknowledges that the significance and consequence of this waiver of
27 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
28 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

1 Products manufactured, distributed or sold by the Released Parties through the Effective Date
2 regarding the failure to warn about actual or alleged exposure to the Listed Chemicals from the
3 Covered Products, CAG will not be able to make any claim for those damages, penalties or other
4 relief against Defendant Releasees. Furthermore, CAG acknowledges that it intends these
5 consequences for any such Claims arising from any violation of Proposition 65 or any other
6 statutory or common law regarding the failure to warn about exposure to the Listed Chemicals
7 from the Covered Products as may exist as of the date of this release but which CAG does not
8 know exist, and which, if known, would materially affect their decision to enter into this Consent
9 Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight,
10 error, negligence, or any other cause.

11 **6. ENTRY OF CONSENT JUDGMENT**

12 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
13 California Health & Safety Code § 25249.7(f).

14 6.2 Upon entry of an order approving this Consent Judgment, the Complaint in this
15 action shall be deemed amended to include claims contained in cause of action two in Complaint
16 2.

17 6.3 Within two court days of the Effective Date, CAG shall file a request for
18 dismissal without prejudice of cause of action two in Complaint 2.

19 6.4 If this Consent Judgment is not approved in full by the Court: (a) this Consent
20 Judgment and any and all prior agreements between the Parties merged herein shall terminate
21 and become null and void, and the actions shall revert to the status that existed prior to the
22 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
23 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
24 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
25 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
26 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.
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1 **7. MODIFICATION OF JUDGMENT**

2 7.1 This Consent Judgment may be modified only upon written agreement of the
3 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
4 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

5 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
6 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

7 **8. ENFORCEMENT OF JUDGMENT**

8 8.1 The terms of this Consent Judgment shall be enforced exclusively by the parties
9 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
10 California, County of Los Angeles, giving the notice required by law, enforce the terms and
11 conditions contained herein.

12 **9. RETENTION OF JURISDICTION**

13 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
14 terms of this Consent Judgment under Code of Civil Procedure section 664.6.

15 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
16 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

18 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
19 California Attorney General so that the Attorney General may review this Consent Judgment
20 prior to its submittal to the Court for approval. No sooner than forty-five (45) days after the
21 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may
22 then submit it to the Court for approval.

23 **11. ENTIRE AGREEMENT**

24 11.1 This Consent Judgment contains the sole and entire agreement and understanding
25 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
26 negotiations, commitments and understandings related hereto. No representations, oral or
27 otherwise, express or implied, other than those contained herein have been made by any party
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1 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
2 deemed to exist or to bind any of the Parties.

3 **12. ATTORNEY FEES**

4 12.1 Except as specifically provided in Sections 4.1.3 and 9.2, each Party shall bear its
5 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

6 **13. GOVERNING LAW**

7 13.1 The validity, construction, terms, and performance of this Consent Judgment shall
8 be governed by the laws of the State of California, without reference to any conflicts of law
9 provisions of California law.

10 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
11 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
12 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
13 rendered inapplicable by reason of law generally as to the Covered Products or Listed
14 Chemicals, then Settling Defendant may provide written notice to CAG of any asserted change
15 in the law, and shall have no further obligations pursuant to this Consent Judgment with respect
16 to, and to the extent that, the Covered Products are so affected. Nothing in this Consent
17 Judgment shall be interpreted to relieve Settling Defendant from any obligation to comply with
18 any other pertinent state or federal law or regulation.

19 13.3 The Parties, including their counsel, have participated in the preparation of this
20 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
21 Consent Judgment was subject to revision and modification by the Parties and has been accepted
22 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
23 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
24 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
25 agrees that any statute or rule of construction providing that ambiguities are to be resolved
26 against the drafting Party should not be employed in the interpretation of this Consent Judgment
27 and, in this regard, the Parties hereby waive California Civil Code section 1654.
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1 **14. EXECUTION AND COUNTERPARTS**

2 14.1 This Consent Judgment may be executed in counterparts and by means of
3 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
4 one document and have the same force and effect as original signatures.

5 **15. NOTICES**

6 15.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.
7 If to CAG:

8 Reuben Yeroushalmi
9 reuben@yeroushalmi.com
10 Yeroushalmi & Yeroushalmi
11 9100 Wilshire Boulevard, Suite 240W
12 Beverly Hills, CA 90212

13 If to Settling Defendant TJX Companies, Inc.:

14 General Counsel
15 The TJX Companies, Inc.
16 770 Cochituate Road
17 Framingham, MA 01701

18 With copy to:
19 Jeffrey Margulies
20 jeff.margulies@nortonrosefulbright.com
21 NORTON ROSE FULBRIGHT US LLP
22 555 South Flower Street, Forty-First Floor
23 Los Angeles, CA 90071

24 **16. AUTHORITY TO STIPULATE**

25 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
26 by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf
27 of the Party represented and legally to bind that party.
28

1 AGREED TO:

AGREED TO:

2
3 Date: October 15, 2021

Date: October 1, 2021

4
5 Michael Marcus

J. A. Peoples

6
7 Name: Michael Marcus

Name: Jennifer A. Peoples

8
9 Title: Director

Title: VP, Legal - Litigation & Regulatory
Counsel

10 CONSUMER ADVOCACY GROUP, INC.

THE TJX COMPANIES, INC.

11
12 IT IS SO ORDERED.

13
14 Date: _____

15
16 JUDGE OF THE SUPERIOR COURT