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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.

ROSS STORES, INC., dba DD's
DISCOUNTS, a Delaware Corporation, *et*
al.,
Defendants.

CASE NO. 19STCV25883

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

[Assigned for All Purposes to the
Hon. Stephen I. Goorvitch, Dept. 39]

FAC Filed: January 7, 2020
Trial Date: July 19, 2022

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 Olivia Miller, Inc. (collectively "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 Olivia Miller Inc. is a New York Corporation which employs ten or more persons. For purposes of this Consent Judgment only, Olivia Miller, Inc. is deemed a person in the course of doing business in California and subject to the provisions of the Proposition 65.

1 1.2.2 CAG alleges that Settling Defendant manufacture, sell, and/or distribute
2 consumer products in California.

3 **1.3 Listed Chemicals**

4 1.3.1 Di (2-ethylhexyl) Phthalate ("DEHP"), also known as Diethyl Hexyl Phthalate
5 and Bis (2-ethylhexyl) Phthalate, has been listed by the State of California as a chemical known
6 to cause cancer and birth defects or other reproductive harm.

7 1.3.2 Diisononyl Phthalate ("DINP") has been listed by the State of California as a
8 chemical known to cause cancer.

9 **1.4 Notices of Violation**

10 1.4.1 On or about January 18, 2019, CAG served a "60-Day Notice of Intent to Sue for
11 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("AG# 2019-00136")
12 ("January 18, 2019 Notice") that provided Defendant with notice of alleged violations of Health
13 & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
14 contained in certain Handbags sold, manufacturer, and/or distributed by Defendant in California.
15 No public enforcer has commenced or diligently prosecuted the allegations set forth in the
16 January 18, 2019 Notice.

17 1.4.2 On or about September 11, 2019, CAG served a "60-Day Notice of Intent to Sue
18 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("AG# 2019-
19 01763") ("September 11, 2019 Notice") that provided Defendant with notice of alleged
20 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
21 exposures to DEHP contained in certain Sandals sold, manufacturer, and/or distributed by
22 Defendant in California. No public enforcer has commenced or diligently prosecuted the
23 allegations set forth in the September 11, 2019 Notice.

24 1.4.3 On or about March 3, 2020, CAG served a "60-Day Notice of Intent to Sue for
25 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("AG# 2020-00531")
26 ("March 3, 2020, Notice") that provided Defendant with notice of alleged violations of Health &
27 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DINP
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1 contained in certain Clutch Purses sold, manufacturer, and/or distributed by Defendant in
2 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
3 in the March 3, 2020, Notice.

4 1.4.4 On or about August 11, 2020, 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# 2020-02075")
6 ("August 11, 2020 Notice") that provided Defendant 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 Handbags sold, manufacturer, and/or distributed by Defendant in California.
9 No public enforcer has commenced or diligently prosecuted the allegations set forth in the
10 August 11, 2020 Notice.

11 1.4.5 On or about September 2, 2020, CAG served a "60-Day Notice of Intent to Sue
12 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("AG# 2020-
13 02266") ("September 2, 2020 Notice") that provided Defendant with notice of alleged violations
14 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
15 DINP contained in certain Handbags sold, manufacturer, and/or distributed by Defendant in
16 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
17 in the September 2, 2020 Notice.

18 1.4.6 On or about November 5, 2020, CAG served a "60-Day Notice of Intent to Sue
19 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("AG# 2020-
20 03055") ("November 5, 2020 Notice") that provided Defendant with notice of alleged violations
21 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
22 DEHP contained in certain Sandals sold, manufacturer, and/or distributed by Defendant in
23 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
24 in the November 5, 2020 Notice.

25 **1.5 Complaints**

26 1.5.1 On July 23, 2019 CAG filed a Complaint for civil penalties and injunctive relief
27 ("Complaint 1") in Los Angeles County Superior Court, Case No. 19STCV25883 against Ross
28



1 Stores, Inc. and Olivia Miller Inc. Complaint 1 alleges, among other things, that Proposition 65
2 was violated for failure to allegedly give clear and reasonable warnings of alleged exposure to
3 DEHP in Handbags Defendant distributed and/or sold in California as alleged in the January 18,
4 2019 Notice.

5 1.5.2 On June 24, 2021 CAG filed a Complaint for civil penalties and injunctive relief
6 ("Complaint 2") in Los Angeles County Superior Court, Case No. 21STCV23590 against Ross
7 Stores, Inc.. Complaint 2 alleges, among other things, that Defendant violated Proposition 65 for
8 allegedly failing to give clear and reasonable warnings of alleged exposure to DEHP in
9 Handbags Defendant distributed and/or sold in California as alleged in the August 11, 2020
10 Notice.

11 1.5.3 On December 1, 2020 CAG filed a Complaint for civil penalties and injunctive
12 relief ("Complaint 3") in Los Angeles County Superior Court, Case No. 20STCV45871 against
13 Ross Stores, Inc.. Complaint 3 alleges, among other things, that Defendant violated Proposition
14 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to DINP in
15 Handbags Defendant distributed and/or sold in California as alleged in the September 2, 2020
16 Notice.

17 1.5.4 On September 4, 2020 CAG filed a Complaint for civil penalties and injunctive
18 relief ("Complaint 4") in Los Angeles County Superior Court, Case No. 20STCV34003 against
19 Ross Stores, Inc.. Complaint 4 alleges, among other things, that Proposition 65 was violated for
20 failure to allegedly give clear and reasonable warnings of alleged exposure to DINP in Clutch
21 Bags Defendant distributed and/or sold in California as alleged in the March 3, 2020 Notice.

22 **1.6 Consent to Jurisdiction**

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

3 **1.7 No Admission**

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

20 **2. DEFINITIONS**

21 2.1 "Covered Products" means (1) **Sandals with PVC Components**, (2) **Clutch**
22 **Purse with PVC Components**, and (3) **Handbags with PVC Components**, including but not
23 limited to the exemplar products identified in the Notices.

24 2.2 "Effective Date" means the date that this Consent Judgment is approved by the
25 Court.

26 2.3 "DEHP" means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl
27 Phthalate and Bis (2-ethylhexyl) Phthalate
28

2.4 "DINP" means Diisononyl Phthalate.

2.5 "Listed Chemicals" means:

As to Handbags: DEHP and DINP

As to Sandals with PVC Components: DEHP

As to Clutch Purse with PVC Components: DINP

2.6 "Notices" means the Notices named in paragraph 1.4 of this Consent Judgment.

3. INJUNCTIVE RELIEF/REFORMULATION

3.1 Within 90 days After the Effective Date, Settling Defendant shall not order for manufacture any Covered Products 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 Defendant manufacture for sale, distribute for sale, or ship for sale within 90 days after the Effective Date that were ordered for manufacture prior to the Effective Date, must contain a clear and reasonable warning, consistent with 27 CCR section 25600 *et seq.* unless it contains no more than 0.1% by weight (1,000 ppm) of the Listed Chemical(s). For products containing DEHP the warnings shall state:

⚠ WARNING: This product can expose you to chemicals including Di(2-ethylhexyl) phthalate (DEHP) which is known to the State of California to cause cancer and, birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

For products that contain DINP the warnings shall state:

⚠ WARNING: This product can expose you to chemicals including Diisononyl Phthalate (DINP) which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

3.3 Any warnings provided pursuant to this Section 3.2 shall be affixed to the packaging of, or directly on, or attached to the Covered Products, and be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before

1 purchase or use. The equilateral triangle pictogram shall be in yellow with a black exclamation
2 mark; provided however, the pictogram may be in black and white instead of yellow if the
3 Covered Product label does not contain the color yellow.

4 3.4 Any Covered Products that have been manufactured, distributes, shipped or sold
5 by Settling Defendants prior to one hundred fifty (90) days after the Effective Date shall not be
6 subject to the requirements of Sections 3.1 and 3.2.

7 **4. SETTLEMENT PAYMENT**

8 4.1 **Payment and Due Date:** Settling Defendant shall pay a total of one hundred and
9 thirty-eight thousand dollars and zero cents (\$138,000.00) in full and complete settlement of any
10 and all claims for civil penalties, damages, attorney's fees, expert fees or any other claim for
11 costs, expenses or monetary relief of any kind for claims that were or could have been asserted in
12 the Notices or Complaints identified in Sections 1.5.1 through 1.5.9, as follows:

13 4.1.1 **Civil Penalty:** Settling Defendant shall issue two separate checks totaling
14 Sixteen thousand and twenty dollars (\$16,020) as follows for alleged civil penalties pursuant to
15 Health & Safety Code § 25249.12:

16 (a) Settling Defendant will issue one check made payable to the State of California's
17 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of twelve
18 thousand and fifteen dollars (\$12,015) representing 75% of the total civil penalty and Settling
19 Defendant will issue a second check to CAG in the amount of four thousand and five dollars
20 (\$4,005) representing 25% of the total civil penalty;

21 (b) Separate 1099s shall be issued for each of the above payments: Settling Defendant
22 will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the
23 amount of \$12,015. Settling Defendant will also issue a 1099 to CAG in the amount of \$4,005
24 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W,
25 Beverly Hills, California 90212.

26 4.1.2 **Additional Settlement Payments:** Settling Defendant shall issue one check for to
27 eleven thousand nine hundred and eighty dollars (\$11,980) to "Consumer Advocacy Group, Inc."

1 pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 §
2 3203(d). CAG will use this portion of the Total Settlement Payment as follows, eighty five
3 percent (85%) for fees of investigation, purchasing
4 and testing for the Proposition 65 Listed Chemical in various products, and for expert fees for
5 evaluating exposures through various mediums, including but not limited to consumer product,
6 occupational, and environmental exposures to the Proposition 65 Listed Chemical, and the cost
7 of hiring consulting and retaining experts who assist with the extensive scientific analysis
8 necessary for those files in litigation and to offset the costs of future litigation enforcing
9 Proposition 65 but excluding attorney fees; fifteen percent (15%) for administrative costs
10 incurred during investigation and litigation to reduce the public's exposure to the Proposition 65
11 Listed Chemicals by notifying those persons and/or entities believed to be responsible for such
12 exposures and attempting to persuade those persons and/or entities to reformulate their products
13 or the source of exposure to completely eliminate or lower the level of the Proposition 65 Listed
14 Chemicals including but not limited to costs of documentation and tracking of products
15 investigated, storage of products, website enhancement and maintenance, computer and software
16 maintenance, investigative equipment, CAG's member's time for work done on investigations,
17 office supplies, mailing supplies and postage Within 30 days of a request from the Attorney
18 General, CAG shall provide to the Attorney General copies of documentation demonstrating how
19 the above funds have been spent. CAG shall be solely responsible for ensuring the proper
20 expenditure of such additional settlement payment.

21 **4.1.3 Reimbursement of Attorney Fees and Costs:** Settling Defendant shall issue a
22 check in the amount of hundred and ten thousand dollars (\$110,000) payable to "Yeroushalmi &
23 Yeroushalmi" as complete reimbursement for any and all reasonable investigation fees and costs,
24 attorneys' fees, expert fees, and any and all other costs and expenses incurred as a result of
25 investigating, bringing this matter to the Settling Defendant's attention, litigating, negotiating a
26 settlement in the public interest, and seeking and obtaining court approval of this Consent
27 Judgment.



1 4.2 Other than the payment to OEHHA described above, all payments referenced in
2 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
3 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
4 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard
5 Assessment, OEHHA, 1001 I Street, Mail Stop 12-B Sacramento, California 95812, Attn: Mike
6 Gyurics. Settling Defendant shall provide written confirmation to CAG of the payment to
7 OEHHA.

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

9 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
10 behalf of itself and in the public interest, and Settling Defendant and their owners, officers,
11 directors, insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries,
12 partners, affiliates, sister companies, predecessors, and their successors and assigns ("Defendant
13 Releasees"), and all entities to whom Settling Defendant directly or indirectly distribute or sell
14 Covered Products, including, but not limited to, downstream distributors, downstream
15 wholesalers, customers, retailers, marketplace hosts, franchisees, cooperative members,
16 licensees, including, but not limited to, Ross Stores, Inc., dba DD's Discounts, and the
17 successors and assigns of any of them, who may use, maintain, distribute or sell Covered
18 Products ("Downstream Defendant Releasees"), of all claims for alleged or actual violations of
19 Proposition 65 for alleged exposures to the Listed Chemicals from the Covered Products
20 manufactured, distributed or sold by Settling Defendant up through the Effective Date as set
21 forth in the Notices and Complaints. Settling Defendant and Defendant Releasees' compliance
22 with this Consent Judgment shall constitute compliance with Proposition 65 with respect to
23 alleged exposures to the Listed Chemicals from the Covered Products sold by Defendant
24 Releasees or Downstream Defendant Releasees after the Effective Date. Nothing in this Section
25 affects CAG's right to commence or prosecute an action under Proposition 65 against any person
26 other than Settling Defendant, Defendant Releasees, or Downstream Defendant Releasees.

1 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
2 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
3 indirectly, any form of legal action and releases all claims, including, without limitation, all
4 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
5 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
6 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,
7 fixed or contingent (collectively "Claims"), against Defendant Releasees and Downstream
8 Defendant Releasees arising from any actual or alleged violation of Proposition 65 or any other
9 statutory or common law claim regarding the Covered Products manufactured, distributed or sold
10 by the Defendant Releasees through the Effective Date regarding any actual or alleged failure to
11 warn about exposure to the Listed Chemicals from the Covered Products. In furtherance of the
12 foregoing, CAG on behalf of itself only, hereby waives any and all rights and benefits which it
13 now has, or in the future may have, conferred upon it with respect to Claims regarding the
14 Covered Products manufactured, distributed or sold by Defendant Releasees through the
15 Effective Date arising from any violation of Proposition 65 or any other statutory or common
16 law regarding the failure to warn about exposure to the Listed Chemicals from the Covered
17 Products by virtue of the provisions of section 1542 of the California Civil Code, which provides
18 as follows:

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

25 CAG understands and acknowledges that the significance and consequence of this waiver of
26 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
27 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
28 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



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

10 **6. ENTRY OF CONSENT JUDGMENT**

11 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
12 California Health & Safety Code § 25249.7(f).

13 6.2 Upon entry of an order approving this Consent Judgment, the Complaint in this
14 action shall be deemed amended to include defendant Olivia Miller, Inc. and the claims raised in
15 the Notices as detailed in Section 1.4.

16 6.3 Within five (5) days of the payments of the amounts outlined in Section 4, CAG
17 will file a Request for Dismissal without prejudice for the claims outlined in Section 1.5 of this
18 Consent Judgment.

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.



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. A Party may enforce any of the terms and conditions of this
12 Consent Judgment only after that Party first provides 30 days' notice to the Party allegedly
13 failing to comply with the terms and conditions of this Consent Judgment and attempts to resolve
14 such Party's failure to comply in an open and good faith manner.

15 **9. RETENTION OF JURISDICTION**

16 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
17 terms of this Consent Judgment under Code of Civil Procedure section 664.6.

18 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
19 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

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

26 **11. ATTORNEY FEES**

27 11.1 Except as specifically provided in Sections 4.1.3 and 8.2, each Party shall bear its
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own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

12. GOVERNING LAW

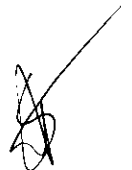
12.1 The validity, construction, terms, and performance of this Consent Judgment shall be governed by the laws of the State of California, without reference to any conflicts of law provisions of California law.

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

12.3 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.

13. EXECUTION AND COUNTERPARTS

13.1 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.



14. NOTICES

14.1 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 Olivia Miller, Inc.:
275 Madison Avenue, 3rd Floor
New York, New York 10016
Subi Hamra
subi@oliviamiller.com

15. AUTHORITY TO STIPULATE

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

AGREED TO:

AGREED TO:

Date: February 1, 2022

Date: 2/1, 2022

Michael Marcus

Subi Hamra

Name: Michael Marcus

Name: Subi Hamra

Title: Director

Title: Authorized Signer

CONSUMER ADVOCACY GROUP, INC. OLIVIA MILLER, INC.

Subi Hamra

1
2 **IT IS SO ORDERED.**
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5 Date: _____

_____ **JUDGE OF THE SUPERIOR COURT**
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