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6 Attorneys for Plaintiff,  
7 Consumer Advocacy Group, Inc.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF ALAMEDA**

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

12 Plaintiff,

13 v.

14 ROSS STORES, INC., dba DD'S  
15 DISCOUNTS; a Delaware Corporation;  
16 OCEANLINK INTERNATIONAL, INC., a  
California Corporation;  
17 OCEANLINK INT'L, INC., a California  
Corporation;  
18 WHITE LINE COLLECTIONS, INC., a  
business entity form unknown;  
19 WHITE LINE COLLECTIONS, a business  
entity form unknown;  
20 TUFF COOKIES, a business entity form  
21 unknown; and DOES 1-60;

22 Defendants.

CASE NO. RGI6838278

[Related to Case No. RG17852093]

Assigned for All Purposes to Honorable  
Winifred Y. Smith, Dept. 21

**[PROPOSED] CONSENT JUDGMENT**

(Health & Safety Code § 25249.5 et seq., and  
Cal. Code Civ. Proc. § 664.6)

Complaint filed: November 8, 2016

23 **I. INTRODUCTION**

24 1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER  
25 ADVOCACY GROUP, INC. ("Plaintiff" or "CAG") acting on behalf of itself and in the interest  
26 of the public, and Defendant, WHITE LINE COLLECTIONS, INC. ("Defendant" or "WHITE  
27 LINE") with each a Party to the action and collectively referred to as "Parties." Further, Ross

1 Stores, Inc., dba DD'S Discounts ("Ross") and will be released by CAG as set forth in Section 5,  
2 below. Ross is an intended third-party beneficiary of this Consent Judgment.

3 **1.2 Defendants and Covered Products**

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

9 1.2.2 CAG alleges that WHITE LINE manufactures, causes to be manufactured,  
10 sells, or distributes certain footwear in California.

11 **1.3 Listed Chemical**

12 1.3.1 On December 2, 2005, the Governor of California added DBP to the list  
13 of chemicals known to the State to cause developmental, female, and male reproductive toxicity.  
14 These additions took place more than twenty (20) months before CAG served its "Sixty-Day  
15 Notice Of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement  
16 Act of 1986" which is further described below.

17 **1.4 Notices of Violation**

18 1.4.1 On or about August 17, 2016, CAG served WHITE LINE and various public  
19 enforcement agencies with a document titled "60-Day Notice of Intent to Sue for Violation of the  
20 Safe Drinking Water and Toxic Enforcement Act of 1986" assigned AG # 2016-00903 ("August  
21 17, 2016 Notice") that provided the recipients with notice of alleged violations of Health &  
22 Safety Code § 25249.6 for failing to warn individuals in California of DBP, contained in certain  
23 Sandals sold by WHITE LINE in California. No public enforcer has commenced or diligently  
24 prosecuted the allegations set forth in the August 17, 2016 Notice.

25 1.4.2 On or about June 30, 2016, CAG served WHITE LINE and various public  
26 enforcement agencies with a document titled "60-Day Notice of Intent to Sue for Violation of the  
27 Safe Drinking Water and Toxic Enforcement Act of 1986" assigned AG # 2016-00685 ("June  
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1 30, 2016 Notice”) that provided the recipients with notice of alleged violations of Health &  
2 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DBP  
3 contained in certain Footwear sold by WHITE LINE in California. No public enforcer has  
4 commenced or diligently prosecuted the allegations set forth in the June 30, 2016 Notice.

5 1.4.3 On or about September 14, 2016, CAG served WHITE LINE and various public  
6 enforcement agencies with a document titled “60-Day Notice of Intent to Sue for Violation of the  
7 Safe Drinking Water and Toxic Enforcement Act of 1986” assigned AG # 2016-01040  
8 (“September 14, 2016 Notice”) that provided the recipients with notice of alleged violations of  
9 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to  
10 DBP contained in certain Children’s Footwear sold by WHITE LINE in California. No public  
11 enforcer has commenced or diligently prosecuted the allegations set forth in the September 14,  
12 2016 Notice.

13 1.4.4 On or about March 21, 2019 CAG served WHITE LINE and various public  
14 enforcement agencies with a document titled “60-Day Notice of Intent to Sue for Violation of the  
15 Safe Drinking Water and Toxic Enforcement Act of 1986” assigned AG # 2019-00582 (“March  
16 21, 2019 Notice”) that provided the recipients with notice of alleged violations of Health &  
17 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DBP  
18 contained in certain Children’s Footwear sold by WHITE LINE in California. No public  
19 enforcer has commenced or diligently prosecuted the allegations set forth in the March 21, 2019  
20 Notice.

21 **1.5 Complaint.**

22 1.5.1 On November 8, 2016, CAG filed a Complaint against WHITE LINE for civil  
23 penalties and injunctive relief (the “Complaint”) in Alameda County Superior Court, Case No.  
24 RG16838278 alleging that Defendants violated Proposition 65 for allegedly failing to give clear  
25 and reasonable warnings of alleged exposure to DBP in certain Infant white polymer sandals and  
26 flip flops with polymer components WHITE LINE distributed and/or sold in California.  
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1           1.5.2 On March 7, 2017, CAG filed a Complaint against WHITE LINE for civil  
2 penalties and injunctive relief (the "Complaint") in Alameda County Superior Court, Case No.  
3 RG17852093 alleging that Defendants violated Proposition 65 for allegedly failing to give clear  
4 and reasonable warnings of alleged exposure to DBP in certain Infant's footwear with polymer  
5 parts, WHITE LINE distributed and/or sold in California.

6           **1.6 Consent to Jurisdiction**

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

14           **1.7 No Admission**

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

5 **2. Definitions**

6 2.1 "Covered Products" means (i) Infant White Polymer Sandals including but not  
7 limited to "Spoiled Angel" Infant's white polymer sandals; gold upper soles, shiny white  
8 polymer toe straps with gold and white floral decoration and additional strap  
9 behind the ankle; sticker on bottom reads "Made in China"; upper surfaces of  
10 sandal read "Spoiled Angel" in black script; additional tag attached reads  
11 "Style# JENNIFER-X"; UPC 7 89949 49450 6"; (ii) Flip Flops with Polymer Components  
12 including but not limited to "Love University"; pink flip flops with flexible polymer straps;  
13 1452; 8 USA 38 EUR 36 BRA; Style#: Selma; "Distributed by White Line Footwear";  
14 www.whitelinefootwear.com; UPC:789949221430; "dd's Discounts"; 611 D5201  
15 C921; 400140364497" (iii) Pink Infant Sandals with Polymer Straps including but not limited to  
16 "Spoiled Angel" Infant's pink polymer sandals; gold insole, pink straps with  
17 gold and pink floral decoration; "Made in China"; "Spoiled Angel" in black  
18 script; "INFANT"; tag attached reads "Style# QUEENIE"; UPC: 789949494568" The  
19 Covered Products are limited to those sold by or supplied by WHITE LINE.

20 2.2 "Effective Date" means the date that this Consent Judgment is approved by the  
21 Court.

22 2.3 "DBP" means Di-n-Butyl Phthalate.

23 2.4 "Listed Chemical" means DBP

24 2.5 "Notices" means Plaintiff's August 17, 2016; June 30, 2016; September 14, 2016;  
25 and March 21, 2019 Notices.

26 **3. INJUNCTIVE RELIEF**



1 (a) Defendant will issue one check made payable to the State of  
2 California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of  
3 eight thousand five hundred and seventy two dollars and fifty cents (\$8572.50) representing 75%  
4 of the total civil penalty and Defendant will issue a second check to CAG in the amount of two  
5 thousand, eight hundred and fifty-seven dollars and fifty cents (\$2,857.50) representing 25% of  
6 the total civil penalty;

7 (b) Separate 1099s shall be issued for each of the above payments:  
8 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-  
9 0284486) in the amount of eight thousand five hundred and seventy two dollars and fifty cents  
10 (\$8,572.50). Defendant will also issue a 1099 to CAG in the amount of two thousand, eight  
11 hundred and fifty-seven dollars and fifty cents (\$2,857.50) and deliver it to CAG c/o  
12 Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California  
13 90212.

14 **4.1.2 Additional Settlement Payments:** WHITE LINE shall issue one check for eight  
15 thousand five hundred and seventy dollars and zero cents (\$8,570.00) to "Consumer Advocacy  
16 Group, Inc." pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations,  
17 Title 11 § 3203(d). CAG will use this portion of the this additional Settlement Payment as  
18 follows, eighty five percent (85%) for fees of investigation, purchasing and testing for  
19 Proposition 65 listed chemicals in various products, and for expert fees for evaluating exposures  
20 through various mediums, including but not limited to consumer product, occupational, and  
21 environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and  
22 retaining experts who assist with the extensive scientific analysis necessary for those files in  
23 litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding  
24 attorney fees; fifteen percent (15%) for administrative costs incurred during investigation and  
25 litigation to reduce the public's exposure to Proposition 65 listed chemicals by notifying those  
26 persons and/or entities believed to be responsible for such exposures and attempting to persuade  
27 those persons and/or entities to reformulate their products or the source of exposure to

1 completely eliminate or lower the level of Proposition 65 listed chemicals including but not  
2 limited to costs of documentation and tracking of products investigated, storage of products,  
3 website enhancement and maintenance, computer and software maintenance, investigative  
4 equipment, CAG's member's time for work done on investigations, office supplies, mailing  
5 supplies and postage. Within 30 days of a request from the Attorney General, CAG shall provide  
6 to the Attorney General copies of documentation demonstrating how the above funds have been  
7 spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional  
8 settlement payment.

9           **4.1.3 Reimbursement of Attorney Fees and Costs:** Defendant shall pay sixty-  
10 five thousand dollars and zero cents (\$65,000.00) payable to "Yeroushalmi & Yeroushalmi" as  
11 complete reimbursement for any and all reasonable investigation fees and costs, attorneys' fees,  
12 expert fees, and any and all other costs and expenses incurred as a result of investigating,  
13 bringing this matter to the WHITE LINE's attention, litigating, negotiating a settlement in the  
14 public interest, and seeking and obtaining court approval of this Consent Judgment.

15           **4.2** Other than the payment to OEHHA described above, all payments referenced in  
16 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,  
17 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The  
18 payment to OEHHA shall be delivered directly to the Office of Environmental Health Hazard  
19 Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812.  
20 WHITE LINE shall provide written confirmation to CAG concurrently with payment to  
21 OEHHA.

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

23           **5.1** This Consent Judgment is a full, final, and binding resolution between CAG, on  
24 behalf of itself and in the public interest, and WHITE LINE and their owners, officers, directors,  
25 insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners,  
26 affiliates, sister companies, predecessors, and their successors and assigns ("Defendant  
27 Releasees"), and all entities to whom WHITE LINE directly or indirectly distribute or sell  
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1 Covered Products, including, but not limited to, downstream distributors, suppliers, wholesalers,  
2 customers, retailers, marketplace hosts, franchisees, cooperative members, licensees, and the  
3 successors and assigns of any of them, who may use, maintain, distribute or sell Covered  
4 Products (“Downstream Defendant Releasees”), of all claims for alleged or actual violations of  
5 Proposition 65 for alleged exposures to the Listed Chemical from the Covered Products  
6 manufactured, distributed or sold by WHITE LINE up through the Effective Date as set forth in  
7 the Notices and Complaint. WHITE LINE and Defendant Releasees’ compliance with this  
8 Consent Judgment shall constitute compliance with Proposition 65 with respect to alleged  
9 exposures to the Listed Chemical from the Covered Products sold by Defendant Releasees or  
10 Downstream Defendant Releasees after the Effective Date. Nothing in this Section affects  
11 CAG’s right to commence or prosecute an action under Proposition 65 against any person other  
12 than WHITE LINE, Defendant Releasees, or Downstream Defendant Releasees. Mango USA  
13 (“Mango”) shall also be released pursuant to this agreement as to the Covered Products. WHITE  
14 LINE, Defendant Releasees, Downstream Defendant Releasees, and Mango are hereafter  
15 collectively referred to as the “Released Parties”.

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

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

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

26 **6. ENFORCEMENT OF JUDGMENT**

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1           6.1     The terms of this Consent Judgment shall be enforced exclusively by the Parties  
2 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of  
3 California, Alameda County, enforce the terms and conditions contained herein. A Party may  
4 enforce any of the terms and conditions of this Consent Judgment only after that Party first  
5 provides 30 days' notice to the Party allegedly failing to comply with the terms and conditions of  
6 this Consent Judgment, and attempts to resolve such Party's failure to comply in an open and  
7 good faith manner.

8           6.2     **Notice of Violation.** Prior to bringing any motion, order to show cause, or other  
9 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of  
10 Violation ("NOV") to WHITE LINE. The NOV shall include for each of the Covered Products:  
11 (a) the name of the Covered Products; (b) specific dates when the Covered Product was sold in  
12 California; (c) the store or other place at which the Covered Product was available for sale to  
13 consumers; and (d) any other evidence or support for the allegations in the NOV.

14           6.2.1   **Non-Contested NOV.** CAG shall take no further action of any kind regarding  
15 the alleged violation if, within 60 days of receiving such NOV, WHITE LINE serves a Notice of  
16 Election ("NOE") not to contest the NOV that meets one of the following conditions:

17           (a)     A statement that the Covered Product was manufactured and shipped by WHITE  
18 LINE for sale in California before the Effective Date; or

19           (b)     A statement that since receiving the NOV WHITE LINE has taken corrective  
20 action by either: (i) taking all steps necessary to bring the sale of the product into compliance  
21 under the terms of this Consent Judgment; or (ii) requesting that its customers or stores in  
22 California, as applicable, remove the Covered Product identified in the NOV from sale in  
23 California and destroy or return the Covered Product to WHITE LINE or vendor, as applicable;  
24 or (iii) refute the information provided in the NOV.

25           6.2.2   **Contested NOV.** WHITE LINE may serve a Notice of Election ("NOE")  
26 informing CAG of its election to contest the NOV within 60 days of receiving the NOV.  
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1 (a) In its election, WHITE LINE may request that the sample(s) of Covered Product  
2 tested by CAG be subject to confirmatory testing at an EPA- accredited laboratory.

3 (b) If the confirmatory testing establishes that the Covered Products do not contain  
4 the Listed Chemical in excess of the level allowed in Section 3.1, above, CAG shall take no  
5 further action regarding the alleged violation. If the testing does not establish compliance with  
6 Section 3.1, above, WHITE LINE may withdraw its NOE to contest the violation and may serve  
7 a new NOE pursuant to Section 6.2.1.

8 (c) If WHITE LINE does not withdraw a NOE to contest the NOV, the Parties shall  
9 meet and confer for a period of no less than 30 days before CAG may seek an order enforcing  
10 the terms of this Consent Judgment.

11 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the  
12 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

13 6.4 Notwithstanding Section 6.1 above, CAG may bring a motion or an action to  
14 enforce any breach of the Settlement Payment terms in section 4 et seq. above, upon five (5)  
15 business days written notice by CAG to Defendant of the alleged breach in accordance with the  
16 notification requirements set forth in section 15 below

## 17 7. ENTRY OF CONSENT JUDGMENT

18 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
19 California Health & Safety Code § 25249.7(f). The Parties agree to act in good faith to obtain  
20 Court approval of the Consent Judgment. Upon entry of the Consent Judgment, CAG and  
21 WHITE LINE waive their respective rights to a hearing and trial on the allegations in the Notices  
22 and Complaint.

23 7.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent  
24 Judgment and any and all prior agreements between the Parties merged herein shall terminate  
25 and become null and void, and the actions shall revert to the status that existed prior to the  
26 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft  
27 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement

1 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any  
2 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to  
3 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

4 **8. MODIFICATION OF JUDGMENT**

5 8.1 This Consent Judgment may be modified only upon written agreement of the  
6 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
7 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

8 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
9 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

10 **9. RETENTION OF JURISDICTION**

11 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the  
12 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

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

14 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
15 California Attorney General so that the Attorney General may review this Consent Judgment  
16 prior to its submittal to the Court for approval. No sooner than forty five (45) days after the  
17 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may  
18 then submit it to the Court for approval.

19 **11. ATTORNEY FEES**

20 11.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its  
21 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

22 **12. ENTIRE AGREEMENT**

23 12.1 This Consent Judgment contains the sole and entire agreement and understanding  
24 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,  
25 negotiations, commitments and understandings related hereto. No representations, oral or  
26 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 **13. GOVERNING LAW**

4 13.1 The validity, construction and performance of this Consent Judgment shall be  
5 governed by the laws of the State of California, without reference to any conflicts of law  
6 provisions of California law.

7 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered  
8 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
9 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or  
10 rendered inapplicable by reason of law generally as to the Covered Products, then WHITE LINE  
11 may provide written notice to CAG of any asserted change in the law, and shall have no further  
12 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered  
13 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve  
14 WHITE LINE from any obligation to comply with any other pertinent state or federal law or  
15 regulation.

16 13.3 The Parties, including their counsel, have participated in the preparation of this  
17 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
18 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
19 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty  
20 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a  
21 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent  
22 Judgment agrees that any statute or rule of construction providing that ambiguities are to be  
23 resolved against the drafting Party should not be employed in the interpretation of this Consent  
24 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

25 **14. EXECUTION AND COUNTERPARTS**

1 14.1 This Consent Judgment may be executed in counterparts and by means of  
2 facsimile or portable document format (pdf), which taken together shall be deemed to constitute  
3 one document and have the same force and effect as original signatures.

4 **15. NOTICES**

5 15.1 Any notices under this Consent Judgment shall be by delivery of First Class Mail.

6 If to CAG:  
7 Reuben Yeroushalmi, Esq.  
8 Yeroushalmi & Yeroushalmi  
9 9100 Wilshire Boulevard, Suite 240W  
10 Beverly Hills, CA 90212

11 If to Defendant WHITE LINE  
12 Morris Fateha  
13 White Line Footwear  
14 1410 Broadway, Suite 1502  
15 New York, NY 10018

16 The undersigned are authorized to execute this Consent Judgment and bind each of the  
17 Parties and have read, understand, and agree to all the terms and conditions contained herein.

18 **AGREED TO:**

19 **AGREED TO:**

20 Date: 4/11/19

21 Date: 04/03/19

22 By: *MARER Lati*

23 By: *Michael Marcus*

24 WHITE LINE COLLECTIONS, INC.

25 CONSUMER ADVOCACY GROUP, INC.

26 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

1 DATED: \_\_\_\_\_, 2019

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Judge of the Superior Court

