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3 9100 Wilshire Boulevard, Suite 240W  
4 Beverly Hills, CA 90212  
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7 Attorneys for Plaintiff,  
8 CONSUMER ADVOCACY GROUP, INC.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

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

13 Plaintiff,

14 v.

15 THE TJX COMPANIES, INC. a Delaware  
16 Corporation;  
17 THE TJX OPERATING COMPANIES, INC.,  
18 a Delaware Corporation;  
19 T.J. MAXX OF CA, LLC, a Virginia Limited  
20 Liability Company;  
21 MIWORLD ACCESSORIES, LLC, a New  
22 York Corporation;  
23 And DOES 1-40,

24 Defendants.

CASE NO. 19STCV45711

**[PROPOSED] CONSENT JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

[Assigned for All Purposes to the Hon.  
Rupert A Byrdsong, Dept. 28]

Complaint Filed: December 19, 2019

25 **1. INTRODUCTION**

26 1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer  
27 Advocacy Group, Inc. (referred to as "CAG,") acting on behalf of itself and in the public interest,  
28 and Defendant The TJX Companies, Inc. ("TJX,," or "Settling Defendant,," or "Defendant,,"), each  
a party to the action and collectively referred to as "Parties,," or individually referred to as  
"Party,,"

1           **1.2 Defendant and Covered Products**

2           1.2.1 CAG alleges that TJX is a Delaware Corporation which employs ten or more  
3 persons. For purposes of this Consent Judgment only, TJX is deemed a person in the course of  
4 doing business in California and subject to the provisions of the Safe Drinking Water and Toxic  
5 Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition  
6 65,,).

7           1.2.2 CAG alleges that TJX manufactures, sells, and/or distributes consumer products  
8 in California.

9           **1.3 Listed Chemicals**

10          1.3.1 Di (2-ethylhexyl) Phthalate (“DEHP,,), also known as Diethyl Hexyl Phthalate  
11 and Bis (2-ethylhexyl) Phthalate, has been listed by the State of California as a chemical  
12 known to cause cancer and birth defects or other reproductive harm.

13          1.3.2 Diisononyl Phthalate (“DINP,,) has been listed by the State of California as a  
14 chemical known to cause cancer.

15          **1.4 Notices of Violation**

16          1.4.1 On or about June 17, 2019, CAG served a “60-Day Notice of Intent to Sue for  
17 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986,, (“AG# 2019-01169,,)  
18 (“June 17, 2019 Notice,,) that provided TJX with notice of alleged violations of Health & Safety  
19 Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in  
20 certain Pom Pom Purses sold, manufactured, and/or distributed by TJX in California. No public  
21 enforcer has commenced or diligently prosecuted the allegations set forth in the June 17, 2019  
22 Notice.

23          1.4.2 On or about July 17, 2019, CAG served a “60-Day Notice of Intent to Sue for  
24 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986,, (“AG# 2019-01394,,)  
25 (“July 17, 2019 Notice,,) that provided TJX with notice of alleged violations of Health & Safety  
26 Code §25249.6 for failing to warn individuals in California of exposures to DINP contained in  
27 certain Lolo Cosmetic Bags sold, manufactured, and/or distributed by TJX in California. No  
28

1 public enforcer has commenced or diligently prosecuted the allegations set forth in the July 17,  
2 2019 Notice.

3 1.4.3 On or about July 15, 2019, CAG served a “60-Day Notice of Intent to Sue for  
4 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986,, (“AG# 2019-01360,,)  
5 (“July 15, 2019 Notice,,) that provided TJX with notice of alleged violations of Health & Safety  
6 Code § 25249.6 for failing to warn individuals in California of exposures to DINP contained in  
7 certain Cynthia Rowley Jewelry Boxes sold, manufactured, and/or distributed by TJX in  
8 California. No public enforcer has commenced or diligently prosecuted the allegations set forth  
9 in the July 15, 2019 Notice.

10 1.4.4 On or about May 11, 2020, 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# 2020-01191,,)  
12 (“May 11, 2020 Notice,,) that provided TJX with notice of alleged violations of Health & Safety  
13 Code § 25249.6 for failing to warn individuals in California of exposures to DINP contained in  
14 certain Desktop Organizers sold, manufactured, and/or distributed by TJX in California. No  
15 public enforcer has commenced or diligently prosecuted the allegations set forth in the May 11,  
16 2020 Notice.

17 1.4.5 On or about October 16, 2020, CAG served a “60-Day Notice of Intent to Sue for  
18 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986,, (“AG# 2020-02771,,)  
19 (“October 16, 2020 Notice,,) that provided TJX with notice of alleged violations of Health &  
20 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DINP  
21 contained in certain Tote Bags sold, manufactured, and/or distributed by TJX in California. No  
22 public enforcer has commenced or diligently prosecuted the allegations set forth in the October  
23 16, 2020 Notice.

24 1.4.6 On or about December 10, 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-  
26 03372,,) (“December 10, 2020 Notice,,) that provided TJX with notice of alleged violations of  
27 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to  
28

1 DINP contained in certain Mona B Wallets sold, manufactured, and/or distributed by TJX in  
2 California. No public enforcer has commenced or diligently prosecuted the allegations set forth  
3 in the December 10, 2020 Notice.

4 **1.5 Complaints**

5 1.5.1 On December 19, 2019 CAG filed a Complaint for civil penalties and injunctive  
6 relief (“Complaint 1,”) in Los Angeles County Superior Court, Case No. 19STCV45711 against  
7 TJX. Complaint alleges, among other things, that Proposition 65 was violated for failure to  
8 allegedly give clear and reasonable warnings of alleged exposure to DEHP in Pom Pom Purses  
9 and DINP in Lolo Cosmetic Bags distributed and/or sold in California as alleged in the June 17,  
10 2019 Notice; and July 17, 2019 Notice.

11 1.5.2 On November 7, 2019 CAG filed a Complaint for civil penalties and injunctive  
12 relief (“Complaint 2,”) in Los Angeles County Superior Court, Case No. 19STCV40125 against  
13 TJX. Complaint 2 alleges, among other things, that Proposition 65 was violated for failure to  
14 allegedly give clear and reasonable warnings of alleged exposure to DINP in Cynthia Rowley  
15 Jewelry Boxes distributed and/or sold in California as alleged in the July 15, 2019 Notice.

16 1.5.3 On December 2, 2020 CAG filed a Complaint, subsequently amended on  
17 December 31, 2020, for civil penalties and injunctive relief (“Complaint 3,”) in Los Angeles  
18 County Superior Court, Case No. 20STCV46166 against TJX. Complaint 3 alleges, among other  
19 things, that Proposition 65 was violated for failure to allegedly give clear and reasonable  
20 warnings of alleged exposure to DEHP in Tote Bags distributed and/or sold in California as  
21 alleged in the October 16, 2020 Notice.

22 1.5.4 On June 29, 2021 CAG filed a Complaint for civil penalties and injunctive relief  
23 (“Complaint 4,”) in Los Angeles County Superior Court, Case No. 21STCV24079 against TJX.  
24 Complaint 4 alleges, among other things, that Proposition 65 was violated for failure to allegedly  
25 give clear and reasonable warnings of alleged exposure to DINP in Mona B Wallets distributed  
26 and/or sold in California as alleged in the December 10, 2020 Notice.

27 **1.6 Consent to Jurisdiction**

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

10 **1.7 No Admission**

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

1 **2. DEFINITIONS**

2 2.1 “Covered Products,, means (1) Pom Pom Purses; (2) Lolo Cosmetic Bags; (3)  
3 Cynthia Rowley Jewelry Boxes; (4) Desktop Organizers; (5) Tote Bags; and (6) Mona B  
4 Wallets.

5 2.2 “Effective Date,, means the date that this Consent Judgment is approved by the  
6 Court.

7 2.3 “DEHP,, means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl  
8 Phthalate and Bis (2-ethylhexyl) Phthalate

9 2.4 “DINP,, means Diisononyl Phthalate.

10 2.5 “Listed Chemicals,, means:

11 As to Pom Pom Purses, Tote Bags and Desktop Organizers: DEHP.

12 As to Cynthia Rowley Jewelry Boxes, Mona B Wallets and Lolo Cosmetic  
13 Bags: DINP.

14 2.6 “Notices,, means the June 17, 2019 Notice; July 17, 2019 Notice; July 15, 2019  
15 Notice; May 11, 2020 Notice; October 16, 2020 Notice; and December 10, 2020 Notice.

16 2.7 Pom Pom Purses shall mean Pom Pom Purses with style numbers 212172 and  
17 222041.

18 2.8 Lolo Cosmetic Bags shall mean Lolo Cosmetic Bags with style number 272352.

19 2.9 Cynthia Rowley Jewelry Boxes shall mean Cynthia Rowley Jewelry Boxes with  
20 style numbers 492485, 492489, 492492, 492494, 068988, 068990, 068995, and 068999.

21 2.10 Desktop Organizers shall mean Desktop Organizers with style number 20331.

22 2.11 Tote Bags shall mean Tote Bags with style number 017926.

23 2.12 Mona B Wallets shall mean Mona B Wallets with style number 101262.

24 **3. INJUNCTIVE RELIEF/REFORMULATION**

25 3.1 After the Effective Date, TJX shall not (1) order any Pom Pom Purses, Tote Bags  
26 and Desktop Organizers for sale into California, with any component that contains DEHP in  
27 excess of 0.1% (1,000 parts per million) by weight; (2) order any Cynthia Rowley Jewelry  
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1 Boxes, Mona B Wallets, and Lolo Cosmetic Bags for sale into California, with any component  
2 that contains DINP in excess of 0.1% (1,000 parts per million) by weight.

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

#### 11 4. SETTLEMENT PAYMENT

12 4.1 **Payment and Due Date:** Within ten (10) business days of the Effective Date  
13 settling TJX shall pay a total of one hundred and twenty thousand dollars and zero cents  
14 (\$120,000.00) in full and complete settlement of any and all claims for civil penalties, damages,  
15 attorney's fees, expert fees or any other claim for costs, expenses or monetary relief of any kind  
16 for claims that were or could have been asserted in the Notices or Complaints identified in  
17 Sections 1.4.1 through 1.5.4, as follows:

18 4.1.1 **Civil Penalty:** TJX shall issue two separate checks totaling twenty-two thousand  
19 eight hundred and sixty dollars (\$22,860.00) as follows for alleged civil penalties pursuant to  
20 Health & Safety Code § 25249.12:

21 (a) TJX will issue one check made payable to the State of California's Office of  
22 Environmental Health Hazard Assessment ("OEHHA,") in the amount of seventeen thousand,  
23 one hundred and forty-five dollars (\$17,145.00) representing 75% of the total civil  
24 penalty and TJX will issue a second check to CAG in the amount of five thousand seven hundred  
25 and fifteen dollars (\$5,715.00) representing 25% of the total civil penalty;

26 (b) Separate 1099s shall be issued for each of the above payments: TJX will issue a 1099  
27 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of  
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1 \$17,145.00. Settling Defendant will also issue a 1099 to CAG in the amount of \$5,715.00 and  
2 deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W,  
3 Beverly Hills, California 90212. Yeroushalmi & Yeroushalmi, on behalf of CAG will provide  
4 appropriate W-9 Forms for the payees.

5           **4.1.2 Additional Settlement Payments:** TJX shall issue one check for seventeen  
6 thousand one hundred and forty dollars (\$17,140.00) to “Consumer Advocacy Group, Inc.,,  
7 pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 §  
8 3203(d). CAG will use this portion of the payment as follows: eighty five percent (85%) for fees  
9 of investigation, purchasing and testing for the Proposition 65 Listed Chemical in various  
10 products, and for expert fees for evaluating exposures through various mediums, including but not  
11 limited to consumer product, occupational, and environmental exposures to the Proposition 65  
12 Listed Chemical, and the cost of hiring consulting and retaining experts who assist with the  
13 extensive scientific analysis necessary for those files in litigation and to offset the costs of future  
14 litigation enforcing Proposition 65 but excluding attorney fees; fifteen percent (15%) for  
15 administrative costs incurred during investigation and litigation to reduce the public’s exposure to  
16 the Proposition 65 Listed Chemicals by notifying those persons and/or entities believed to be  
17 responsible for such exposures and attempting to persuade those persons and/or entities to  
18 reformulate their products or the source of exposure to completely eliminate or lower the level of  
19 the Proposition 65 Listed Chemicals, including but not limited to, costs of documentation and  
20 tracking of products investigated, storage of products, website enhancement and maintenance,  
21 computer and software maintenance, investigative equipment, CAG’s member’s time for work  
22 done on investigations, office supplies, mailing supplies and postage. Within 30 days of a request  
23 from the Attorney General, CAG shall provide to the Attorney General copies of documentation  
24 demonstrating how the above funds have been spent. CAG shall be solely responsible for  
25 ensuring the proper expenditure of such additional settlement payment.



1           4.1.3 **Reimbursement of Attorney Fees and Costs:** TJX shall issue a check in the  
2 amount of eighty thousand dollars dollars (\$80,000.00) payable to “Yeroushalmi &  
3 Yeroushalmi,, as complete reimbursement for any and all reasonable investigation fees and costs,  
4 attorneys’ fees, expert fees, and any and all other costs and expenses incurred as a result of  
5 investigating, bringing this matter to the Settling Defendant’s attention, litigating, negotiating a  
6 settlement in the public interest, and seeking and obtaining court approval of this Consent  
7 Judgment.

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

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

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

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

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

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

14 **6. ENTRY OF CONSENT JUDGMENT**

15 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
16 California Health & Safety Code § 25249.7(f).

17 6.2 Upon entry of an order approving this Consent Judgment, the Complaint in this  
18 action shall be deemed amended to include claims contained in: (1) the Third Cause of Action in  
19 Complaint 2; (2) the Fifth Cause of Action in Complaint 3; and (3) the Sixth Cause of Action in  
20 Complaint 4.

21 6.3 Within five days of the Effective Date, CAG shall file a request for dismissal  
22 without prejudice as to the: (1) the Third Cause of Action in Complaint 2; (2) the Fifth Cause of  
23 Action in Complaint 3; and (3) the Sixth Cause of Action in Complaint 4.

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

## 5 **7. MODIFICATION OF JUDGMENT**

6 7.1 This Consent Judgment may be modified only upon written agreement of the  
7 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
8 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

9 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
10 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

## 11 **8. ENFORCEMENT OF JUDGMENT**

12 8.1 The terms of this Consent Judgment shall be enforced exclusively by the parties  
13 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of  
14 California, County of Los Angeles, giving the notice required by law, enforce the terms and  
15 conditions contained herein.

## 16 **9. RETENTION OF JURISDICTION**

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

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

## 21 **10. SERVICE ON THE ATTORNEY GENERAL**

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

## 27 **11. ENTIRE AGREEMENT**

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

7 **12. ATTORNEY FEES**

8           12.1 Except as specifically provided in Sections 4.1.3 and 9.2, each Party shall bear its  
9 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

10 **13. GOVERNING LAW**

11           13.1 The validity, construction, terms, and performance of this Consent Judgment shall  
12 be governed by the laws of the State of California, without reference to any conflicts of law  
13 provisions of California law.

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

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

5 **14. EXECUTION AND COUNTERPARTS**

6 14.1 This Consent Judgment may be executed in counterparts and by means of  
7 facsimile or portable document format (pdf), which taken together shall be deemed to constitute  
8 one document and have the same force and effect as original signatures.

9 **15. NOTICES**

10 15.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.

11 If to CAG:

12 Reuben Yeroushalmi  
13 [reuben@yeroshalmi.com](mailto:reuben@yeroshalmi.com)  
14 Yeroushalmi & Yeroushalmi  
15 9100 Wilshire Boulevard, Suite 240W  
16 Beverly Hills, CA 90212

17 If to Settling Defendant TJX Companies, Inc.:

18 General Counsel  
19 The TJX Companies, Inc.  
20 770 Cochituate Road  
21 Framingham, MA 01701

22 With copy to:  
23 Jeffrey Margulies  
24 [jeff.margulies@nortonrosefulbright.com](mailto:jeff.margulies@nortonrosefulbright.com)  
25 NORTON ROSE FULBRIGHT US LLP  
26 555 South Flower Street, Forty-First Floor  
27 Los Angeles, CA 90071

28 **16. AUTHORITY TO STIPULATE**

16.1 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.

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AGREED TO:

Date: February 1, 2022

Date: February 1, 2022

Michael Marcus

J.A.P.

Name: Michael Marcus

Name: Jennifer A. Peoples

Title: Director

Title: VP, Legal - Litigation & Regulatory Counsel

CONSUMER ADVOCACY GROUP, INC.

THE TJX COMPANIES, INC.

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT