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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 ROSS DRESS FOR LESS, INC., a Virginia
16 Corporation;
17 ROSS STORES, INC., dba DD'S
18 DISCOUNTS a Delaware Corporation;
19 ROSS PROCUREMENT INC., a Delaware
20 Corporation;
21 and DOES 1-70,

22 Defendants.

CASE NO. 20STCV03564

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

[Assigned for All Purposes to the Hon.
Wendy Chang, Dept. 36]

Complaint Filed: January 28, 2020

23 **1. INTRODUCTION**

24 1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer
25 Advocacy Group, Inc. (referred to as "CAG") acting on behalf of itself and in the public interest,
26 and Defendant Ross Stores, Inc. ("Ross" or "Settling Defendant"), each a party to the action and
27 collectively referred to as "Parties" or individually referred to as "Party."

28 **1.2 Defendants and Covered Products**

1.2.1 CAG alleges that Ross Stores, Inc. is a Delaware Corporation which employs ten
or more persons. For purposes of this Consent Judgment only, Ross is deemed a person in the

1 course of doing business in California and subject to the provisions of the Safe Drinking Water
2 and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
3 (“Proposition 65”).

4 1.2.3 CAG alleges that Settling Defendant manufactures, sells, and/or distributes
5 consumer products in California.

6 1.2 Listed Chemicals

7 1.2.1 Di (2-ethylhexyl) Phthalate (“DEHP”), also known as Diethyl Hexyl Phthalate
8 and Bis (2-ethylhexyl) Phthalate, has been listed by the State of California as a chemical known
9 to cause cancer and birth defects or other reproductive harm.

10 1.2.2 Diisononyl Phthalate (“DINP”) has been listed by the State of California as a
11 chemical known to cause cancer.

12 1.3 Notices of Violation

13 1.3.1 On or about October 2, 2019, CAG served a “60-Day Notice of Intent to Sue for
14 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-01868)
15 (“October 2, 2019 Notice”) that provided Ross with notice of alleged violations of Health &
16 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
17 contained in certain Cosmetic Cases that Ross sells. No public enforcer has commenced or
18 diligently prosecuted the allegations set forth in the October 2, 2019 Notice.

19 1.3.2 On or about October 4, 2019, CAG served a “60-Day Notice of Intent to Sue for
20 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-01875)
21 (“October 4, 2019 Notice”) that provided Ross with notice of alleged violations of Health &
22 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
23 contained in certain Kid’s Backpacks that Ross sells. No public enforcer has commenced or
24 diligently prosecuted the allegations set forth in the October 4, 2019 Notice.

25 1.3.3 On or about August 21, 2019, CAG served a “60-Day Notice of Intent to Sue for
26 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-01629)
27 (“August 21, 2019 Notice”) that provided Ross with notice of alleged violations of Health &
28 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DINP

1 contained in certain Fanny Packs that Ross sells. No public enforcer has commenced or
2 diligently prosecuted the allegations set forth in the August 21, 2019 Notice.

3 1.3.4 On or about November 5, 2019, CAG served a “60-Day Notice of Intent to Sue
4 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-
5 02082) (“November 5, 2019 Notice”) that provided Ross with notice of alleged violations of
6 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
7 DEHP contained in certain Evening Bags that Ross sells. No public enforcer has commenced or
8 diligently prosecuted the allegations set forth in the November 5, 2019 Notice.

9 1.3.5 On or about August 26, 2019, CAG served a “60-Day Notice of Intent to Sue for
10 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-01648)
11 (“August 26, 2019 Notice”) that provided Ross with notice of alleged violations of Health &
12 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
13 contained in Charlotte Daniel Handbags that Ross sells. No public enforcer has commenced or
14 diligently prosecuted the allegations set forth in the August 26, 2019 Notice.

15 1.3.6 On or about September 13, 2019, CAG served a “60-Day Notice of Intent to Sue
16 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-
17 01782) (“September 13, 2019 Notice”) that provided Ross with notice of alleged violations of
18 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
19 DEHP contained in Pink Handbags that Ross sells. No public enforcer has commenced or
20 diligently prosecuted the allegations set forth in the September 13, 2019 Notice.

21 1.3.7 On or about September 10, 2019, CAG served a “60-Day Notice of Intent to Sue
22 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-
23 07162) (“September 10, 2019 Notice”) that provided Ross with notice of alleged violations of
24 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
25 DEHP contained in certain Green Wallets that Ross sells. No public enforcer has commenced or
26 diligently prosecuted the allegations set forth in the September 10, 2019 Notice.

27 1.3.8 On or about September 23, 2019, CAG served a “60-Day Notice of Intent to Sue
28 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-

1 01832) (“September 23, 2019 Notice”) that provided Ross with notice of alleged violations of
2 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
3 DEHP contained in certain Orange Wallets that Ross sells. No public enforcer has commenced
4 or diligently prosecuted the allegations set forth in the September 23, 2019 Notice.

5 1.3.9 On or about May 22, 2019, CAG served a “60-Day Notice of Intent to Sue for
6 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-01029)
7 (“May 22, 2019 Notice”) that provided Ross with notice of alleged violations of Health & Safety
8 Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in
9 certain Black Backpacks that Ross sells. No public enforcer has commenced or diligently
10 prosecuted the allegations set forth in the May 22, 2019 Notice.

11 1.3.10 On or about August 2, 2019, CAG served a “60-Day Notice of Intent to Sue for
12 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-01508)
13 (“August 2, 2019 Notice”) that provided Ross with notice of alleged violations of Health &
14 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
15 contained in certain Gold Backpacks that Ross sells. No public enforcer has commenced or
16 diligently prosecuted the allegations set forth in the August 2, 2019 Notice.

17 1.3.11 On or about September 5, 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 01733) (“September 5, 2019 Notice”) that provided Ross with notice of alleged violations of
20 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
21 DEHP contained in certain Flower Backpacks that Ross sells. No public enforcer has
22 commenced or diligently prosecuted the allegations set forth in the September 5, 2019 Notice.

23 1.3.12 On or about June 28, 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# 2019-01234)
25 (“June 28, 2019 Notice”) that provided Ross with notice of alleged violations of Health & Safety
26 Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in
27 certain Jewelry Organizers that Ross sells. No public enforcer has commenced or diligently
28 prosecuted the allegations set forth in the June 28, 2019 Notice.

1 1.3.13 On or about August 17, 2018, 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# 2018-01443)
3 (“August 17, 2018 Notice”) that provided Ross with notice of alleged violations of Health &
4 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
5 contained in certain Rivet Guns that Ross sells. No public enforcer has commenced or diligently
6 prosecuted the allegations set forth in the August 17, 2018 Notice.

7 1.3.14 On or about August 22, 2018, CAG served a “60-Day Notice of Intent to Sue for
8 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2018-01534)
9 (“August 22, 2018, Notice”) that provided Ross with notice of alleged violations of Health &
10 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
11 contained in certain Knee Pads that Ross sells. No public enforcer has commenced or diligently
12 prosecuted the allegations set forth in the August 22, 2018 Notice.

13 1.4 Complaints

14 1.4.1 On January 28, 2020 CAG filed a Complaint for civil penalties and injunctive
15 relief (“Complaint 1”) in Los Angeles County Superior Court, Case No. 20STCV03564, against
16 Ross and other parties. Complaint 1 alleges, among other things, that Ross violated Proposition
17 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to DEHP in
18 Cosmetic Cases and Kid’s Backpacks; and DINP in Fanny Packs that were distributed and/or
19 sold in California as alleged in the August 21, 2019 Notice, October 2, 2019 Notice, and October
20 4, 2019 Notice.

21 1.4.2 On March 27, 2019 CAG filed a Complaint, subsequently amended on December
22 17, 2019, for civil penalties and injunctive relief (“Complaint 2”) in Alameda County Superior
23 Court, Case No. RG19012558 against Ross and other parties. Complaint 2 alleges, among other
24 things, that Ross violated Proposition 65 for allegedly failing to give clear and reasonable
25 warnings of alleged exposure to DEHP in Rivet Guns and Knee Pads that were distributed and/or
26 sold in California as alleged in the August 17, 2018 Notice and August 22, 2018 Notice.

27 1.4.3 On May 15, 2020 CAG filed a Complaint, subsequently amended on June 24,
28 2020, for civil penalties and injunctive relief (“Complaint 3”) in Los Angeles County Superior

1 Court, Case No. 20STCV18693, against Ross and other parties. Complaint 3 alleges, among
2 other things, that Ross violated Proposition 65 for allegedly failing to give clear and reasonable
3 warnings of alleged exposure to DEHP in Evening Bags, Flower Backpacks, Green Wallets,
4 Orange Wallets, Charlotte Daniel Handbags, and Pink Handbags distributed and/or sold in
5 California as alleged in the August 26, 2019 Notice, September 13, 2019 Notice, September 10,
6 2019 Notice, September 23, 2019 Notice, November 5, 2019 Notice, and September 5, 2019
7 Notice.

8 1.4.4 On September 6, 2019 CAG filed a Complaint for civil penalties and injunctive
9 relief (“Complaint 4”) in Alameda County Superior Court, Case No. RG19034033 against Ross
10 and others. Complaint 4 alleges, among other things, that Ross violated Proposition 65 for
11 allegedly failing to give clear and reasonable warnings of alleged exposure to DEHP in Black
12 Backpacks that were distributed and/or sold in California as alleged in the May 22, 2019 Notice.

13 1.4.5 On October 29, 2019 CAG filed a Complaint for civil penalties and injunctive
14 relief (“Complaint 5”) in Los Angeles County Superior Court, Case No. 19STCV38610, against
15 Ross and others. Complaint 5 alleges, among other things, that Ross violated Proposition 65 for
16 allegedly failing to give clear and reasonable warnings of alleged exposure to DEHP in Jewelry
17 Organizers and Gold Backpacks that were distributed and/or sold in California as alleged in the
18 June 28, 2019 Notice and August 2, 2019 Notice.

19 1.4.6 On or about April 26, 2023, the parties stipulated to allow Plaintiff leave to file a
20 First Amended Complaint to amend the claims in this complaint to incorporate the
21 aforementioned claims in Complaint 2, Complaint 3, Complaint 4, and Complaint 5.

22 1.4.7 On May 3, 2023, the Court granted the parties’ stipulation and Plaintiff’s First
23 Amended Complaint incorporating claims concerning the Covered Products was deemed filed
24 as of May 4, 2023.

25 1.4.8 CAG shall file immediately file requests for dismissal without prejudice of the
26 Fourth and Sixth Causes of Action in Complaint 2; Sixth, Ninth, Fourteenth, Seventeenth,
27 Twenty-Second, and Twenty-Fifth Causes of Action in Complaint 3; the Second Cause of Action
28 in Complaint 4; and the Second and Seventh Causes of Action in Complaint 5.

1 1.5 Consent to Jurisdiction

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

9 1.6 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 Notices 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 Ross, its officers, directors, employees, or parent, subsidiary or affiliated corporations, or be
22 offered or admitted as evidence in any administrative or judicial proceeding or litigation in any
23 court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or
24 impair any right, remedy, argument, or defense the Parties may have in any other or future legal
25 proceeding, except as expressly provided in this Consent Judgment.

26 **2. DEFINITIONS**

27 2.1 “Covered Products” means Fanny Packs, Cosmetic Cases, Kid’s Backpacks,
28 Charlotte Daniel Handbags, Pink Handbags, Green Wallets, Orange Wallets, Evening Bags,

1 Flower Backpacks, Jewelry Organizers, Gold Backpacks, Black Backpacks, Rivet Guns, and
2 Knee Pads.

3 2.2 Fanny Packs means Fanny Packs with SKU 400191836974.

4 2.3 Cosmetic Cases means Cosmetic Cases with SKU 400192251462.

5 2.4 Kid’s Backpacks means Kid’s Backpacks with SKU 400186183649.

6 2.5 Charlotte Daniel Handbags means Charlotte Daniel Handbags with SKU
7 400197687648.

8 2.6 Pink Handbags means Pink Handbags with SKU 400192171425.

9 2.7 Green Wallets means Green Wallets with SKU 400196174866.

10 2.8 Orange Wallets means Orange Wallets with SKU 400196174859.

11 2.9 Evening Bags means Evening Bags with SKU 400197687662.

12 2.10 Flower Backpacks means Flower Backpacks with SKU 400177292145.

13 2.11 Jewelry Organizer means Jewelry Organizers with SKU 400183499972.

14 2.12 Gold Backpacks means Gold Backpacks with SKU 400177291926.

15 2.13 Black Backpacks means Black Backpacks with SKU 400191364972.

16 2.14 Rivet Guns means Rivet Guns with SKU 400168659629.

17 2.15 Knee Pads means Knee Pads with SKU 400159055546.

18 2.16 “Effective Date” means the date that this Consent Judgment is approved by the
19 Court.

20 2.17 “DEHP” means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl
21 Phthalate and Bis (2-ethylhexyl) Phthalate

22 2.18 “DINP” means Diisononyl Phthalate.

23 2.19 “Listed Chemicals” means:

24 DINP as to Fanny Packs.

25 DEHP as to Cosmetic Cases, Kid’s Backpacks, Charlotte Daniel
26 Handbags, Pink Handbags, Green Wallets, Orange Wallets, Evening Bags,
27 Flower Backpacks, Jewelry Organizers, Gold Backpacks, Black
28 Backpacks, Rivet Guns, and Knee Pads.

1 2.20 “Complaints” means Complaint 1, Complaint 2, Complaint 3, Complaint 4, and
2 Complaint 5.


3 2.21 “Notices” means the October 2, 2019 Notice; October 4, 2019 Notice; August 21,
4 2019 Notice; November 5, 2019 Notice; August 26, 2019 Notice; September 23, 2019 Notice;
5 June 28, 2019 Notice; May 22, 2019 Notice; September 10, 2019 Notice; August 2, 2019 Notice;
6 September 13, 2019 Notice; September 5, 2019 Notice; August 17, 2018 Notice; and August 22,
7 2018 Notice.

8 3. INJUNCTIVE RELIEF/REFORMULATION

9 3.1 After the Effective Date, Ross shall not order any Covered Products for sale into
10 California, with any component that contains the Listed Chemical(s) in excess of 0.1% (1,000
11 parts per million) by weight.


12 3.2 Any Covered Products that Ross sells, distributes, or ships into California after
13 the Effective Date that were ordered prior to the Effective Date, must contain a clear and
14 reasonable warning, consistent with 27 CCR section 25600 *et seq.*, unless it contains no more
15 than 0.1% by weight (1,000 ppm) of the Listed Chemical(s). Any warnings provided pursuant to
16 this Section 3.2 shall be affixed to the packaging of, or directly on, or attached to the Covered
17 Products, and be prominently placed with such conspicuousness as compared with other words,
18 statements, designs, or devices as to render it likely to be read and understood by an ordinary
19 individual under customary conditions before purchase or use. The Parties agree that the
20 following warning shall constitute compliance with Proposition 65 with respect to the Listed
21 Chemical in the Covered Products for any Covered Products that Ross sells, distributes or ships
22 into California after the Effective Date that contains the Listed Chemical(s) in excess of 0.1%
23 (1,000 parts per million) by weight:

24 3.3 For Products containing DEHP:

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

28 Or

1 3.4 For Products containing DINP:

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

5 3.5 Covered Products already distributed to Downstream Releasees prior to the
6 Effective Date may continue to be sold through as is.

7 **4. SETTLEMENT PAYMENT**

8 4.1 Payment and Due Date: Within ten (10) business days of the Effective Date, Ross
9 shall pay a total of ninety-five thousand dollars and zero cents (\$95,000.00) in full and complete
10 settlement of any and all claims for civil penalties, damages, attorney’s fees, expert fees or any
11 other claim for costs, expenses or monetary relief of any kind for claims that were or could have
12 been asserted in the Notices or Complaints identified in Sections 1.4 and 1.5, as follows:

13 4.1.1 **Civil Penalty:** Ross shall issue two separate checks totaling twenty thousand
14 dollars (\$20,000) as follows for alleged civil penalties pursuant to Health & Safety Code §
15 25249.12:

16 (a) Ross will issue one check made payable to the State of California’s Office of
17 Environmental Health Hazard Assessment (“OEHHA”) in the amount of fifteen thousand dollars
18 (\$15,000) representing 75% of the total civil penalty and Ross will issue a second check to CAG
19 in the amount of five thousand dollars (\$5,000) representing 25% of the total civil penalty;

20 (b) Separate 1099s shall be issued for each of the above payments: Ross will issue a 1099
21 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of
22 \$15,000. Ross will also issue a 1099 to CAG in the amount of \$5,000 and deliver it to CAG c/o
23 Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California
24 90212.

25 4.1.2 **Reimbursement of Attorney Fees and Costs:** Ross shall issue a check in the
26 amount of seventy-five thousand dollars (\$75,000) payable to “Yeroushalmi & Yeroushalmi”
27 as complete reimbursement for any and all reasonable investigation fees and costs, attorneys’
28 fees, expert fees, and any and all other costs and expenses incurred as a result of investigating,

1 bringing this matter to the Settling Defendant’ attention, litigating, negotiating a settlement in
2 the public interest, and seeking and obtaining court approval of this Consent Judgment.

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

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

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

27 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
28 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or

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

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

23 CAG understands and acknowledges that the significance and consequence of this waiver of
24 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
25 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
26 violation of Proposition 65 or any other statutory or common law regarding the Covered
27 Products manufactured, distributed or sold by the Released Parties through the Effective Date
28 regarding the failure to warn about actual or alleged exposure to the Listed Chemicals from the
Covered Products, CAG will not be able to make any claim for those damages, penalties or other
relief against Defendant Releasees and Downstream Defendant Releasees. Furthermore, CAG

1 acknowledges that it intends these consequences for any such Claims arising from any violation
2 of Proposition 65 or any other statutory or common law regarding the failure to warn about
3 exposure to the Listed Chemicals from the Covered Products as may exist as of the date of this
4 release but which CAG does not know exist, and which, if known, would materially affect their
5 decision to enter into this Consent Judgment, regardless of whether their lack of knowledge is the
6 result of ignorance, oversight, error, negligence, or any other cause.

7 **6. ENTRY OF CONSENT JUDGMENT**

8 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
9 California Health & Safety Code § 25249.7(f).

10 6.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent
11 Judgment and any and all prior agreements between the Parties merged herein shall terminate
12 and become null and void, and the actions shall revert to the status that existed prior to the
13 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
14 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
15 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
16 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
17 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

18 **7. MODIFICATION OF JUDGMENT**

19 7.1 This Consent Judgment may be modified only upon written agreement of the
20 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
21 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

22 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
23 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

24 **8. ENFORCEMENT OF JUDGMENT**

25 8.1 The terms of this Consent Judgment shall be enforced exclusively by the parties
26 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
27 California, County of Los Angeles, giving the notice required by law, enforce the terms and
28 conditions contained herein.

1 **9. RETENTION OF JURISDICTION**

2 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
3 terms of this Consent Judgment under Code of Civil Procedure section 664.6.

4 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
5 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

7 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
8 California Attorney General so that the Attorney General may review this Consent Judgment
9 prior to its submittal to the Court for approval. The hearing on CAG's motion to approve this
10 Consent Judgment shall be no sooner than forty-five (45) days after the Attorney General has
11 received the aforementioned copy of this Consent Judgment.

12 **11. ENTIRE AGREEMENT**

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

19 **12. ATTORNEY FEES**

20 12.1 Except as specifically provided in Sections 4.1.3 and 9.1 and 9.2, each Party shall
21 bear its own attorneys' fees and costs in connection with the claims resolved in this Consent
22 Judgment.

23 **13. GOVERNING LAW**

24 13.1 The validity, construction, terms, and performance of this Consent Judgment shall
25 be governed by the laws of the State of California, without reference to any conflicts of law
26 provisions of California law.

27 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
28 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are

1 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
2 rendered inapplicable by reason of law generally as to the Covered Products or Listed
3 Chemicals, then Ross may provide written notice to CAG of any asserted change in the law, and
4 shall have no further obligations pursuant to this Consent Judgment with respect to, and to the
5 extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be
6 interpreted to relieve Ross from any obligation to comply with any other pertinent state or
7 federal law or regulation.

8 13.3 The Parties, including their counsel, have participated in the preparation of this
9 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
10 Consent Judgment was subject to revision and modification by the Parties and has been accepted
11 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
12 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
13 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
14 agrees that any statute or rule of construction providing that ambiguities are to be resolved
15 against the drafting Party should not be employed in the interpretation of this Consent Judgment
16 and, in this regard, the Parties hereby waive California Civil Code section 1654.

17 **14. EXECUTION AND COUNTERPARTS**

18 14.1 This Consent Judgment may be executed in counterparts and by means of
19 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
20 one document and have the same force and effect as original signatures.

21 **15. NOTICES**

22 15.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.

23 If to CAG:

24 Reuben Yeroushalmi
25 reuben@yeroushalmi.com
26 Yeroushalmi & Yeroushalmi
27 9100 Wilshire Boulevard, Suite 240W
28 Beverly Hills, CA 90212

If to Defendant Ross Stores, Inc.:

1 General Counsel
2 Ross Stores, Inc.
3 5130 Hacienda Drive
4 Dublin, CA 94568

5 With a copy to:

6 Jeffrey Margulies
7 jeff.margulies@nortonrosefulbright.com
8 NORTON ROSE FULBRIGHT US LLP
9 555 South Flower Street, Forty-First Floor
10 Los Angeles, CA 90071

11 **16. AUTHORITY TO STIPULATE**

12 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
13 by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf
14 of the Party represented and legally to bind that party.

15 AGREED TO:

16 AGREED TO:

17 Date: _____, 2023

18 Date: June 13, 2023

19 _____
20 Name: _____

21 
22 Name: Tracey P. Meyer

23 Title: _____

24 Title: compliance + Regulatory
25 counsel

26 CONSUMER ADVOCACY GROUP, INC.

27 ROSS STORES, INC.

28 **IT IS SO ORDERED.**

Date: _____

1 General Counsel
2 Ross Stores, Inc.
3 5130 Hacienda Drive
4 Dublin, CA 94568

5 With a copy to:

6 Jeffrey Margulies
7 jeff.margulies@nortonrosefulbright.com
8 NORTON ROSE FULBRIGHT US LLP
9 555 South Flower Street, Forty-First Floor
10 Los Angeles, CA 90071

11 **16. AUTHORITY TO STIPULATE**

12 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
13 by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf
14 of the Party represented and legally to bind that party.

15 AGREED TO:

16 AGREED TO:

17 Date: June 21, 2023

18 Date: _____, 2023

19 Michael Marcus

20 Name: Michael Marcus

21 Name: _____

22 Title: Director

23 Title: _____

24 CONSUMER ADVOCACY GROUP, INC.

25 ROSS STORES, INC.

26 **IT IS SO ORDERED.**

27 Date: _____

28 _____

JUDGE OF THE SUPERIOR COURT

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