

1 Reuben Yeroushalmi (SBN 193981)
2 **YEROUSHALMI & YEROUSHALMI***
3 9100 Wilshire Boulevard, Suite 240W
4 Beverly Hills, CA 90212
5 Telephone: (310) 623-1926
6 Facsimile: (310) 623-1930

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 STORES, INC., dba DD'S
16 DISCOUNTS a Delaware Corporation; *et al*

17 Defendants.

CASE NO. 20STCV31340

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Complaint Filed: August 17, 2020

18 **1. INTRODUCTION**

19 1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer
20 Advocacy Group, Inc. (referred to as "CAG") acting on behalf of itself and in the public interest,
21 and Defendant Ross Stores, Inc. ("Ross" or "Settling Defendant"), each a party to the action and
22 collectively referred to as "Parties" or individually referred to as "Party."

23 **1.2 Defendants and Covered Products**

24 1.2.1 CAG alleges that Ross Stores, Inc. is a Delaware Corporation which employs ten
25 or more persons. For purposes of this Consent Judgment only, Ross is deemed a person in the
26 course of doing business in California and subject to the provisions of the Safe Drinking Water
27
28

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

3 1.2.3 CAG alleges that Settling Defendant manufactures, sells, and/or distributes
4 consumer products in California.

5 1.2 Listed Chemicals

6 1.2.1 Di (2-ethylhexyl) Phthalate (“DEHP”), also known as Diethyl Hexyl Phthalate
7 and Bis (2-ethylhexyl) Phthalate, has been listed by the State of California as a chemical known
8 to cause cancer and birth defects or other reproductive harm.

9 1.3 Notices of Violation

10 1.3.1 On or about September 17, 2019, CAG served a “60-Day Notice of Intent to Sue
11 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-
12 01804) (“September 17, 2019 Notice”) that provided Ross with notice of alleged violations of
13 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
14 DEHP contained in certain Black Handbags that Ross sells. No public enforcer has commenced
15 or diligently prosecuted the allegations set forth in the September 17, 2019 Notice.

16 1.3.2 On or about August 26, 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# 2019-01655)
18 (“August 26, 2019 Notice”) that provided Ross with notice of alleged violations of Health &
19 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
20 contained in certain Pink Handbags that Ross sells. No public enforcer has commenced or
21 diligently prosecuted the allegations set forth in the August 26, 2019 Notice.

22 1.3.3 On or about December 9, 2019, CAG served a “60-Day Notice of Intent to Sue for
23 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-02285)
24 (“December 9, 2019 Notice”) that provided Ross with notice of alleged violations of Health &
25 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
26 contained in certain Beige Shoulder Bags and Blue Shoulder Bags that Ross sells. No public
27 enforcer has commenced or diligently prosecuted the allegations set forth in the December 9, 2019
28 Notice.

1 1.4 Complaints

2 1.4.1 On May 15, 2020, CAG filed a Complaint for civil penalties and injunctive relief
3 in Los Angeles County Superior Court, Case No. 20STCV18693, and thereafter filed a First
4 Amended Complaint on June 24, 2020 and a Second Amended Complaint on February 1, 2023
5 against Ross (“Complaint 1”). Complaint 1 alleges, among other things, that Ross violated
6 Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to
7 DEHP from Black Handbags and Pink Handbags.

8 1.4.2 On January 4, 2023 CAG filed a Complaint for civil penalties and injunctive relief
9 (“Complaint 2”) in Los Angeles County Superior Court, Case No. 20STCV31340. Complaint 2
10 alleges, among other things, that Ross violated Proposition 65 for allegedly failing to give clear
11 and reasonable warnings of alleged exposure to DEHP from Beige Shoulder Bags and Blue
12 Shoulder Bags.

13 1.5 Consent to Jurisdiction

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

22 1.6 No Admission

23 This Consent Judgment resolves claims that are denied and disputed. The Parties enter into
24 this Consent Judgment pursuant to a full and final settlement of any and all claims between the
25 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall
26 be construed as an admission by the Parties of any material allegation in the Notices or the
27 Complaints, or of any fact, conclusion of law, issue of law or violation of law of any kind, including
28 without limitation, any admission concerning any alleged or actual violation of Proposition 65 or

1 any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the
2 meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as
3 used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor
4 compliance with its terms, shall constitute or be construed as an admission by the Parties of any
5 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by
6 Ross, its officers, directors, employees, or parent, subsidiary or affiliated corporations, or be
7 offered or admitted as evidence in any administrative or judicial proceeding or litigation in any
8 court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or
9 impair any right, remedy, argument, or defense the Parties may have in any other or future legal
10 proceeding, except as expressly provided in this Consent Judgment.

11 **2. DEFINITIONS**

12 2.1 “Covered Products” means Black Handbags, Pink Handbags, Beige Shoulder
13 Bags, and Blue Shoulder Bags. Covered products are limited to the SKU numbers identified
14 below.

15 2.2 Black Handbags means Black Handbags with SKU 400190102889.

16 2.3 Pink Handbags means Pink Handbags with SKU 400192081243.

17 2.4 Beige Shoulder Bags means Beige Shoulder Bags with SKU 400200634997.

18 2.5 Blue Shoulder Bags means Blue Shoulder Bags with SKU 400200634898.

19 2.6 “Effective Date” means the date that this Consent Judgment is approved by the
20 Court.

21 2.7 “DEHP” means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl
22 Phthalate and Bis (2-ethylhexyl) Phthalate

23 2.8 “Listed Chemical” means DEHP.

24 2.9 “Complaints” mean Complaint 1 and Complaint 2.

25 2.10 “Notices” mean the September 17, 2019 Notice, August 26, 2019 Notice, and
26 December 9, 2019 Notice.

1 **3. INJUNCTIVE RELIEF/REFORMULATION**

2 3.1 After the Effective Date, Ross shall not order any Covered Products for sale into
3 California, with any component that contains the Listed Chemical in excess of 0.1% (1,000 parts
4 per million) by weight.

5 3.2 Any Covered Products that Ross sells, distributes, or ships into California after
6 the Effective Date that were ordered prior to the Effective Date, must contain a clear and
7 reasonable warning for cancer and reproductive toxicity, consistent with 27 CCR section 25600
8 *et seq.*, unless it contains no more than 0.1% by weight (1,000 ppm) of the Listed Chemical(s).
9 Any warnings provided pursuant to this Section 3.2 shall be affixed to the packaging of, or
10 directly on, or attached to the Covered Products, and be prominently placed with such
11 conspicuousness as compared with other words, statements, designs, or devices as to render it
12 likely to be read and understood by an ordinary individual under customary conditions before
13 purchase or use. Where the packaging of the Covered Product in existing inventory includes
14 consumer information as defined by California Code of Regulations title 27 §25600.1(c) in a
15 language other than English, the warning must also be provided in that language in addition to
16 English. Should Defendant sell or distribute any Covered Product in existing inventory through
17 the internet, the warning will be posted in the manner provided for with respect to internet sales,
18 as provided for in 27 CCR sections 25601 and 25602, as they may be subsequently amended.

19 3.3 Covered Products already distributed to Downstream Releasees prior to the
20 Effective Date may continue to be sold through as is.

21 **4. SETTLEMENT PAYMENT**

22 4.1 Payment and Due Date: Within fifteen (15) business days of the Effective Date,
23 or upon receipt of W-9 forms from the appropriate payees, whichever is later, Ross shall pay a
24 total of eighty-five thousand dollars and zero cents (\$85,000.00) in full and complete settlement
25 of any and all claims for civil penalties, damages, attorney’s fees, expert fees or any other claim
26 for costs, expenses or monetary relief of any kind for claims that were or could have been
27 asserted in the Notices or Complaints identified in Sections 1.4 and 1.5, as follows:
28

1 **4.1.1 Civil Penalty:** Ross shall issue two separate checks totaling nine thousand seven
2 hundred and twenty dollars (\$9,720.00) as follows for alleged civil penalties pursuant to Health
3 & Safety Code § 25249.12:

4 (a) Ross will issue one check made payable to the State of California’s Office of
5 Environmental Health Hazard Assessment (“OEHHA”) in the amount of seven thousand two
6 hundred and ninety dollars (\$7,290.00) representing 75% of the total civil penalty and Ross will
7 issue a second check to CAG in the amount of two thousand four hundred and thirty dollars
8 (\$2,430.00) representing 25% of the total civil penalty;

9 (b) Separate 1099s shall be issued for each of the above payments: Ross will issue a 1099
10 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of
11 \$7,290.00. Ross will also issue a 1099 to CAG in the amount of \$2,430.00 and deliver it to CAG
12 c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills,
13 California 90212.

14 **4.1.2 Additional Settlement Payments:** Ross shall issue one check for seven thousand
15 two hundred and eighty dollars (\$7,280.00) to “Consumer Advocacy Group, Inc.” pursuant to
16 Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d).
17 CAG will use this portion of the Total Settlement Payment as follows, eighty five percent (85%)
18 for fees of investigation, purchasing and testing for the Proposition 65 Listed Chemical in various
19 products, and for expert fees for evaluating exposures through various mediums, including but
20 not limited to consumer product, occupational, and environmental exposures to the Proposition
21 65 Listed Chemical, and the cost of hiring consulting and retaining experts who assist with the
22 extensive scientific analysis necessary for those files in litigation and to offset the costs of future
23 litigation enforcing Proposition 65 but excluding attorney fees; fifteen percent (15%) for
24 administrative costs incurred during investigation and litigation to reduce the public’s exposure
25 to the Proposition 65 Listed Chemicals by notifying those persons and/or entities believed to be
26 responsible for such exposures and attempting to persuade those persons and/or entities to
27 reformulate their products or the source of exposure to completely eliminate or lower the level
28 of the Proposition 65 Listed Chemicals including but not limited to costs of documentation and

1 tracking of products investigated, storage of products, website enhancement and maintenance,
2 computer and software maintenance, investigative equipment, CAG’s member’s time for work
3 done on investigations, office supplies, mailing supplies and postage Within 30 days of a request
4 from the Attorney General, CAG shall provide to the Attorney General copies of documentation
5 demonstrating how the above funds have been spent. CAG shall be solely responsible for
6 ensuring the proper expenditure of such additional settlement payment.

7 **4.1.3 Reimbursement of Attorney Fees and Costs:** Ross shall issue a check in the
8 amount of sixty-eight thousand dollars (\$68,000.00) payable to “Yeroushalmi & Yeroushalmi”
9 as complete reimbursement for any and all reasonable investigation fees and costs, attorneys’
10 fees, expert fees, and any and all other costs and expenses incurred as a result of investigating,
11 bringing this matter to the Settling Defendant’ attention, litigating, negotiating a settlement in
12 the public interest, and seeking and obtaining court approval of this Consent Judgment.

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

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

20 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
21 behalf of itself and in the public interest, and Ross and its owners, officers, directors, insurers,
22 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister
23 companies, predecessors, and their successors and assigns (collectively, “Defendant Releasees”),
24 and all entities to whom Ross directly or indirectly distributes or sells Covered Products,
25 including, but not limited to, downstream distributors, downstream wholesalers, customers,
26 retailers, marketplace hosts, franchisees, cooperative members, licensees, and the successors and
27 assigns of any of them, who may use, maintain, distribute or sell Covered Products
28 (“Downstream Defendant Releasees”), of all claims for alleged or actual violations of

1 Proposition 65 for alleged exposures to DEHP from Covered Products manufactured, distributed
2 or sold by Ross up through the Effective Date as set forth in the Notices and Complaints. Ross
3 and Defendant Releasees' compliance with this Consent Judgment shall constitute compliance
4 with Proposition 65 with respect to alleged exposures to DEHP from Covered Products sold by
5 Defendant Releasees or Downstream Defendant Releasees after the Effective Date. Nothing in
6 this Section affects CAG's right to commence or prosecute an action under Proposition 65
7 against any person other than Settling Defendant, Defendant Releasees, or Downstream
8 Defendant Releasees.

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

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
27 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
28 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
 RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

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

16 **6. ENTRY OF CONSENT JUDGMENT**

17 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
18 California Health & Safety Code § 25249.7(f).

19 6.2 Upon entry of an order approving this Consent Judgment, the Complaint in this
20 action shall be deemed amended to include all the claims raised in the Notices outlined in
21 Section 1.3.

22 6.3 Within five business days of the Effective Date, CAG shall file requests for
23 dismissal without prejudice for the claims contained in the Notices as alleged in Complaint 1 and
24 Complaint 2.

25 6.4 If this Consent Judgment is not approved in full by the Court: (a) this Consent
26 Judgment and any and all prior agreements between the Parties merged herein shall terminate
27 and become null and void, and the actions shall revert to the status that existed prior to the
28

1 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
2 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
3 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
4 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
5 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

6 **7. MODIFICATION OF JUDGMENT**

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

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

12 **8. ENFORCEMENT OF JUDGMENT**

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

17 **9. RETENTION OF JURISDICTION**

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

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

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

23 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
24 California Attorney General so that the Attorney General may review this Consent Judgment
25 prior to its submittal to the Court for approval. The hearing on CAG's motion to approve this
26 Consent Judgment shall be no sooner than forty-five (45) days after the Attorney General has
27 received the aforementioned copy of this Consent Judgment.
28

1 **11. ENTIRE AGREEMENT**

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

8 **12. ATTORNEY FEES**

9 12.1 Except as specifically provided in Sections 4.1.3 and 9.1 and 9.2, each Party shall
10 bear its own attorneys' fees and costs in connection with the claims resolved in this Consent
11 Judgment.

12 **13. GOVERNING LAW**

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

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

25 13.3 The Parties, including their counsel, have participated in the preparation of this
26 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
27 Consent Judgment was subject to revision and modification by the Parties and has been accepted
28 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or

1 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
2 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
3 agrees that any statute or rule of construction providing that ambiguities are to be resolved
4 against the drafting Party should not be employed in the interpretation of this Consent Judgment
5 and, in this regard, the Parties hereby waive California Civil Code section 1654.

6 **14. EXECUTION AND COUNTERPARTS**

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

10 **15. NOTICES**

11 15.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.

12 If to CAG:

13 Reuben Yeroushalmi
14 reuben@yeroushalmi.com
15 Yeroushalmi & Yeroushalmi
16 9100 Wilshire Boulevard, Suite 240W
17 Beverly Hills, CA 90212

18 If to Defendant Ross Stores, Inc.:

19 General Counsel
20 Ross Stores, Inc.
21 5130 Hacienda Drive
22 Dublin, CA 94568

23 With a copy to:

24 Jeffrey Margulies
25 jeff.margulies@nortonrosefulbright.com
26 NORTON ROSE FULBRIGHT US LLP
27 555 South Flower Street, Forty-First Floor
28 Los Angeles, CA 90071

1 **16. AUTHORITY TO STIPULATE**

2 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
3 by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf
4 of the Party represented and legally to bind that party.

5
6 AGREED TO:

AGREED TO:

7
8 Date: August 29, 2023

Date: August 28, 2023

9
10 Michael Marcus

Kevin Andrew Clunis

11
12 Name: Michael Marcus

Name: Kevin Andrew Clunis

13
14 Title: Director

Title: Senior Vice President, Legal

15 CONSUMER ADVOCACY GROUP, INC.

ROSS STORES, INC.

16
17 **IT IS SO ORDERED.**

18
19 Date: _____

20 _____
21 JUDGE OF THE SUPERIOR COURT