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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 STORES, INC., a Delaware
16 Corporation;
17 MYSTIC APPAREL, LLC, a New York
18 Limited Liability Company;
19 SAKAR INTERNATIONAL, INC., a New
20 York Corporation;
21 and DOES 1-160;

22 Defendants.

CASE NO. 20STCV34003

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Complaint Filed: September 4, 2020

23 **1. INTRODUCTION**

24 This Consent Judgment is entered into by and between Plaintiff, Consumer Advocacy
25 Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the public interest, and
26 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 1.2.1 CAG alleges that Ross Stores, Inc. is a Delaware Corporation which employs ten
2 or more persons. For purposes of this Consent Judgment only, Ross is deemed a person in the
3 course of doing business in California and subject to the provisions of the Safe Drinking Water
4 and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.*
5 (“Proposition 65”).

6 1.2.3 CAG alleges that Settling Defendant manufactures, sells, and/or distributes
7 consumer products in California.

8 Listed Chemicals

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

12 1.2.2 Diisononyl Phthalate (“DINP”) has been listed by the State of California as a
13 chemical known to cause cancer.

14 Notices of Violation

15 1.3.1 On or about August 29, 2018, CAG served a “60-Day Notice of Intent to Sue for
16 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2018-01615)
17 (“August 29, 2018 Notice”) that provided Ross with notice of alleged violations of Health &
18 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
19 contained in certain Tote Bags that Ross sells. No public enforcer has commenced or diligently
20 prosecuted the allegations set forth in the August 29, 2018 Notice.

21 1.3.2 On or about October 18, 2019, CAG served a “60-Day Notice of Intent to Sue for
22 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-01955)
23 (“October 18, 2019 Notice”) that provided Ross with notice of alleged violations of Health &
24 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
25 contained in certain Handbags that Ross sells. No public enforcer has commenced or diligently
26 prosecuted the allegations set forth in the October 18, 2019 Notice.

27 1.3.3 On or about October 18, 2019 CAG served a “60-Day Notice of Intent to Sue for
28 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-01959)

1 (“October 18, 2019 Notice II”) that provided Ross with notice of alleged violations of Health &
2 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DINP
3 contained in certain Clear Floral Tote that Ross sells. No public enforcer has commenced or
4 diligently prosecuted the allegations set forth in the October 18, 2019 Notice II.

5 1.3.4 On or about November 19, 2019, CAG served a “60-Day Notice of Intent to Sue
6 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-
7 02158) (“November 19, 2019 Notice”) that provided Ross with notice of alleged violations of
8 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
9 DEHP and DINP contained in certain Black Floral Tote and Pink Paris Tote Bags that Ross sells.
10 No public enforcer has commenced or diligently prosecuted the allegations set forth in the
11 November 19, 2019 Notice.

12 1.3.5 On or about December 16, 2019, CAG served a “60-Day Notice of Intent to Sue
13 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-
14 02367) (“December 16, 2019 Notice”) that provided Ross with notice of alleged violations of
15 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
16 DEHP contained in certain Tote Bag Sets that Ross sells. No public enforcer has commenced or
17 diligently prosecuted the allegations set forth in the December 16, 2019 Notice.

18 1.3.6 On or about March 10, 2020, CAG served a “60-Day Notice of Intent to Sue for
19 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2020-00623)
20 (“March 10, 2020 Notice”) that provided Ross with notice of alleged violations of Health &
21 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
22 contained in certain 3 Pc Cosmetic Cases that Ross sells. No public enforcer has commenced or
23 diligently prosecuted the allegations set forth in the March 10, 2020 Notice.

24 1.3.7. On or about June 12, 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# 2020-01462)
26 (“June 12, 2020 Notice”) that provided Ross with notice of alleged violations of Health & Safety
27 Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in
28

1 certain Quilted Bag that Ross sells. No public enforcer has commenced or diligently prosecuted
2 the allegations set forth in the June 12, 2020 Notice.

3 1.3.8 On or about August 18, 2020, 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# 2020-02155)
5 (“August 18, 2020 Notice”) that provided Ross with notice of alleged violations of Health &
6 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
7 contained in certain Cosmetic Bag Set that Ross sells. No public enforcer has commenced or
8 diligently prosecuted the allegations set forth in the August 18, 2020 Notice.

9 1.3.10 On or about April 30, 2021, 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# 2021-01088)
11 (“April 30, 2021 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 certain Black Purses that Ross sells. No public enforcer has commenced or
14 diligently prosecuted the allegations set forth in the April 30, 2021 Notice.

15 Complaints

16 1.4.1 On March 27, 2019 CAG filed a Complaint for civil penalties and injunctive relief
17 in Alameda County Superior Court, Case No. RG19012558, and thereafter filed an amended
18 complaint on December 17, 2019 against Ross and other parties. On May 11, 2020, CAG filed a
19 Notice of Errata attaching the correct version of the amended complaint, which is the operative
20 complaint (“Complaint 1”). Complaint 1 alleges, among other things, that Ross violated
21 Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to
22 Listed Chemicals from Tote Bag.

23 1.4.2 On August 17, 2020 CAG filed a Complaint for civil penalties and injunctive
24 relief (“Complaint 2”) in Los Angeles County Superior Court, Case No. 20STCV31340 against
25 Ross and other parties. Complaint 2 alleges, among other things, that Ross violated Proposition
26 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to Listed
27 Chemicals from Tote Bag Set, Black Floral Tote, Clear Floral Tote, and Handbag.

1 1.4.3 On September 4, 2020 CAG filed a Complaint in this matter for civil penalties
2 and injunctive relief (“Complaint 3”) in Los Angeles County Superior Court, Case No.
3 20STCV34003, against Ross and other parties. Complaint 3 alleges, among other things, that
4 Ross violated Proposition 65 for allegedly failing to give clear and reasonable warnings of
5 alleged exposure to Listed Chemicals from 3 Pc Cosmetic Cases.

6 1.4.4 On December 1, 2020 CAG filed a Complaint for civil penalties and injunctive
7 relief in Los Angeles County Superior Court, Case No. 20STCV45871, and thereafter filed an
8 amended complaint on December 23, 2020 against Ross and others (“Complaint 4”). Complaint
9 4 alleges, among other things, that Ross violated Proposition 65 for allegedly failing to give clear
10 and reasonable warnings of alleged exposure to Listed Chemicals from Cosmetic Bag Set and
11 Quilted Bag.

12 1.5 Consent to Jurisdiction

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

20 1.7 No Admission

21 This Consent Judgment resolves claims that are denied and disputed. The Parties enter into
22 this Consent Judgment pursuant to a full and final settlement of any and all claims between the
23 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall
24 be construed as an admission by the Parties of any material allegation in the Notices or the
25 Complaints, or of any fact, conclusion of law, issue of law or violation of law of any kind, including
26 without limitation, any admission concerning any alleged or actual violation of Proposition 65 or
27 any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the
28

1 meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as
2 used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor
3 compliance with its terms, shall constitute or be construed as an admission by the Parties of any
4 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by
5 Ross, its officers, directors, employees, or parent, subsidiary or affiliated corporations, or be
6 offered or admitted as evidence in any administrative or judicial proceeding or litigation in any
7 court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or
8 impair any right, remedy, argument, or defense the Parties may have in any other or future legal
9 proceeding, except as expressly provided in this Consent Judgment.

10 **2. DEFINITIONS**

11 “Covered Products” means Tote Bags, Handbags, Clear Floral Tote, Black Floral Tote,
12 Pink Paris Tote Bag, Tote Bag Set, 3 Pc Cosmetic Cases, Quilted Bag, Cosmetic Bag Set, and
13 Black Purse. The Covered Products are limited to the SKU numbers identified below.

14 Tote Bags means Tote Bags with SKU 400176264204.

15 Handbags means Handbags with SKU 400193109779.

16 Clear Floral Tote means Clear Floral Tote with SKU 400200981008.

17 Black Floral Tote means Black Floral Tote with SKU 400200980995.

18 Pink Paris Tote Bag means Pink Paris Tote Bag with SKU 400200980957.

19 Tote Bag Set means Tote Bag Set with SKU 400200980933 and SKU 400200980964.

20 3 Pc Cosmetic Cases means 3 Pc Cosmetic Cases with SKU 400201598144.

21 Quilted Bag means Quilted Bag with SKU 400200812234.

22 Cosmetic Bag Set means Cosmetic Bag Set with SKU 400203626784 and SKU
23 400203626777.

24 Black Purse means Black Purse with SKU 400224082972.

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

26 “DEHP” means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl Phthalate and
27 Bis (2-ethylhexyl) Phthalate

28 “DINP” means Diisononyl Phthalate.

1 “Listed Chemicals” means:

2 DINP as to: Clear Floral Tote, and Black Floral Tote

3 DEHP as to: Tote Bags, Handbags, Pink Paris Tote Bag, Tote Bag Set, 3

4 Pc Cosmetic Cases, Quilted Bag, Cosmetic Bag Set, and Black Purse.

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

6 “Notices” means the August 29, 2018 Notice; October 18, 2019 Notice; October 18, 2019
7 Notice II; November 19, 2019 Notice; December 16, 2019 Notice; March 10, 2020 Notice; June
8 12, 2020 Notice; August 18, 2020 Notice; and April 30, 2021 Notice.

9 **3. INJUNCTIVE RELIEF/REFORMULATION**

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

13 3.2 Any Covered Products that Ross sells, distributes, or ships into California after
14 the Effective Date that were ordered prior to the Effective Date, must contain a clear and
15 reasonable warning, consistent with 27 CCR section 25600 *et seq.*, unless it contains no more
16 than 0.1% by weight (1,000 ppm) of the Listed Chemical(s). For Covered Products with DINP
17 the warnings shall be provided for cancer. For Covered Products with DEHP warnings shall be
18 provided for cancer and reproductive toxicity. Any warnings provided pursuant to this Section
19 3.2 shall be affixed to the packaging of, or directly on, or attached to the Covered Products, and
20 be prominently placed with such conspicuousness as compared with other words, statements,
21 designs, or devices as to render it likely to be read and understood by an ordinary individual
22 under customary conditions before purchase or use. Where the packaging of the Covered Product
23 in existing inventory includes consumer information as defined by California Code of
24 Regulations title 27 §25600.1(c) in a language other than English, the warning must also be
25 provided in that language in addition to English. Should Defendant sell or distribute any Covered
26 Product in existing inventory through the internet, the warning will be posted in the manner
27 provided for with respect to internet sales, as provided for in 27 CCR sections 25601 and 25602,
28 as they may be subsequently amended.

1 3.3 Covered Products already distributed to Downstream Releasees prior to the
2 Effective Date may continue to be sold through as is.

3 **4. SETTLEMENT PAYMENT**

4 4.1 Payment and Due Date: Within fifteen (15) business days of the Effective Date,
5 or upon receipt of W-9 Forms from the appropriate payees, whichever is later, Ross shall pay a
6 total of one hundred and five thousand dollars and zero cents (\$105,000.00) in full and complete
7 settlement of any and all claims for civil penalties, damages, attorney’s fees, expert fees or any
8 other claim for costs, expenses or monetary relief of any kind for claims that were or could have
9 been asserted in the Notices or Complaints identified in Sections 1.4 and 1.5, as follows:

10 4.1.1 **Civil Penalty:** Ross shall issue two separate checks totaling twelve thousand and
11 twenty dollars (\$12,020.00) as follows for alleged civil penalties pursuant to Health & Safety
12 Code § 25249.12:

13 (a) Ross will issue one check made payable to the State of California’s Office of
14 Environmental Health Hazard Assessment (“OEHHA”) in the amount of nine thousand and
15 fifteen dollars (\$9,015.00) representing 75% of the total civil penalty and Ross will issue a
16 second check to CAG in the amount of three thousand and five dollars (\$3,005.00) representing
17 25% of the total civil penalty;

18 (b) Separate 1099s shall be issued for each of the above payments: Ross will issue a 1099
19 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of
20 \$9,015.00. Ross will also issue a 1099 to CAG in the amount of \$3,005.00 and deliver it to CAG
21 c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills,
22 California 90212.

23 **4.1.2 Additional Settlement Payments:** Ross shall issue one check for eight thousand
24 nine hundred and eighty dollars (\$8,980.00) to “Consumer Advocacy Group, Inc.” pursuant to
25 Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d).
26 CAG will use this portion of the Total Settlement Payment as follows, eighty percent (80%) for
27 fees of investigation, purchasing and testing for the Proposition 65 Listed Chemical in various
28 products, and for expert fees for evaluating exposures through various mediums, including but

1 not limited to consumer product, occupational, and environmental exposures to the Proposition
2 65 Listed Chemical, and the cost of hiring consulting and retaining experts who assist with the
3 extensive scientific analysis necessary for those files in litigation and to offset the costs of future
4 litigation enforcing Proposition 65 but excluding attorney fees; twenty percent (20%) for
5 administrative costs incurred during investigation and litigation to reduce the public's exposure
6 to the Proposition 65 Listed Chemicals by notifying those persons and/or entities believed to be
7 responsible for such exposures and attempting to persuade those persons and/or entities to
8 reformulate their products or the source of exposure to completely eliminate or lower the level of
9 the Proposition 65 Listed Chemicals including but not limited to costs of documentation and
10 tracking of products investigated, storage of products, website enhancement and maintenance,
11 computer and software maintenance, investigative equipment, CAG's member's time for work
12 done on investigations, office supplies, mailing supplies and postage Within 30 days of a request
13 from the Attorney General, CAG shall provide to the Attorney General copies of documentation
14 demonstrating how the above funds have been spent. CAG shall be solely responsible for
15 ensuring the proper expenditure of such additional settlement payment.

16 **4.1.3 Reimbursement of Attorney Fees and Costs:** Ross shall issue a check in the
17 amount of eighty-four thousand dollars (\$84,000.00) payable to "Yeroushalmi & Yeroushalmi"
18 as complete reimbursement for any and all reasonable investigation fees and costs, attorneys'
19 fees, expert fees, and any and all other costs and expenses incurred as a result of investigating,
20 bringing this matter to the Settling Defendant's attention, litigating, negotiating a settlement in the
21 public interest, and seeking and obtaining court approval of this Consent Judgment.

22 4.2 Other than the payment to OEHHA described above, all payments referenced in
23 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
24 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
25 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard
26 Assessment, OEHHA, 1001 I Street, Mail Stop 12-B Sacramento, California 95812, Attn: Mike
27 Gyurics. Ross shall provide written confirmation to CAG of the payment to OEHHA.
28

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

2 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
3 behalf of itself and in the public interest, and Ross and its owners, officers, directors, insurers,
4 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister
5 companies, predecessors, and their successors and assigns (collectively, “Defendant Releasees”),
6 and all entities to whom Ross directly or indirectly distributes or sells Covered Products,
7 including, but not limited to, downstream distributors, downstream wholesalers, customers,
8 retailers, marketplace hosts, franchisees, cooperative members, licensees, and the successors and
9 assigns of any of them, who may use, maintain, distribute or sell Covered Products
10 (“Downstream Defendant Releasees”), of all claims for alleged or actual violations of
11 Proposition 65 for alleged exposures to Listed Chemicals from Covered Products up to and
12 through the Effective Date as set forth in the Notices and Complaints. Ross and Defendant
13 Releasees’ compliance with this Consent Judgment shall constitute compliance with Proposition
14 65 with respect to alleged exposures to Listed Chemicals from Covered Products sold by
15 Defendant Releasees or Downstream Defendant Releasees after the Effective Date. Nothing in
16 this Section affects CAG’s right to commence or prosecute an action under Proposition 65
17 against any person other than Settling Defendant, Defendant Releasees, or Downstream
18 Defendant Releasees.

19 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
20 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
21 indirectly, any form of legal action and releases all claims, including, without limitation, all
22 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
23 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
24 fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown,
25 fixed or contingent (collectively “Claims”), against Defendant Releasees and Downstream
26 Defendant Releasees arising from any actual or alleged violation of Proposition 65 or any other
27 statutory or common law claim regarding the Covered Products manufactured, distributed or sold
28 by the Defendant Releasees through the Effective Date regarding any actual or alleged failure to

1 warn about exposure to Listed Chemicals from Covered Products. In furtherance of the
2 foregoing, CAG on behalf of itself only, hereby waives any and all rights and benefits which it
3 now has, or in the future may have, conferred upon it with respect to Claims regarding the
4 Covered Products manufactured, distributed or sold by Defendant Releasees through the
5 Effective Date arising from any violation of Proposition 65 or any other statutory or common
6 law regarding the failure to warn about exposure to Listed Chemicals from the Covered Products
7 by virtue of the provisions of section 1542 of the California Civil Code, which provides as
8 follows:

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

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

1 **6. ENTRY OF CONSENT JUDGMENT**

2 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
3 California Health & Safety Code § 25249.7(f).

4 6.2 Upon entry of an order approving this Consent Judgment, the Complaint in this
5 action shall be deemed amended to include all the claims raised in the Notices outlined in
6 Section 1.3.

7 6.3 Within five business days of the Effective Date, CAG shall file requests for
8 dismissal without prejudice for the claims contained in the Notices as alleged in Complaint 1, 2,
9 Complaint 3, and 4.

10 6.4 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: August 29, 2023

18 Date: August 28, 2023

19 Michael Marcus

20 Kevin Andrew Clunis

21 Name: Michael Marcus

22 Name: Kevin Andrew Clunis

23 Title: Director

24 Title: Senior Vice President, Legal

25 CONSUMER ADVOCACY GROUP, INC.

26 ROSS STORES, INC.

27 **IT IS SO ORDERED.**

28 Date: _____

JUDGE OF THE SUPERIOR COURT