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8 Attorneys for Plaintiff,
9 CA CITIZEN PROTECTION GROUP, LLC

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN DIEGO**
14 **NORTH COUNTY COURTHOUSE**

15 CA CITIZEN PROTECTION GROUP,
16 LLC,

17 Plaintiff,

18 v.

19 HOBBY LOBBY STORES, INC., and
20 DOES 1 to 50,

21 Defendants.

Case No.: 37-2021-000121116-CU-TT-NC

(Assigned for All Purposes to:
Hon. Earl H. Maas, Dept. N-28)

**[PROPOSED] STIPULATED
CONSENT JUDGMENT;
[PROPOSED] ORDER**

[California Health & Safety Code,
sections 25249.5 *et seq.*]

Complaint Filed: September 25, 2022

Trial Date: March 17, 2023

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24 **STIPULATED CONSENT JUDGMENT**

25 Plaintiff CA CITIZEN PROTECTION GROUP, LLC (“Plaintiff” or “CCPG”), and
26 Defendant HOBBY LOBBY STORES, INC. (“Defendant” or “HOBBY LOBBY”) hereby
27 enter into this Stipulated Consent Judgment (this “Consent Judgment”) as follows:
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1 WHEREAS, on or about January 25, 2020, CCPG served a 60-Day Notice of
2 Violations upon HOBBY LOBBY, the California Attorney General, the District Attorneys of
3 every County in the State of California, and the City Attorneys for every City in the State of
4 California with a population greater than 750,000 (collectively, “Public Prosecutors”) alleging
5 that HOBBY LOBBY violated California’s Safe Drinking Water and Toxic Enforcement Act
6 of 1986, California Health and Safety Code (“HSC”) § 25249.5, *et seq.*, and its implementing
7 regulations (collectively, “Proposition 65”) and that CCPG intended to file an enforcement
8 action against HOBBY LOBBY in the public interest (the “Notice”);

9 WHEREAS, CCPG alleges that HOBBY LOBBY manufactured, imported, distributed,
10 and/or offered for sale in California two products (1) Marigold Market __ Doll Shop __ Doll
11 Components __ doll stand with coating gripper (the “Doll Stand”); and, (2) 5 Piece Set __
12 glitter paint markers (reusable plastic case) (the “Markers”, and together with the Doll Stand,
13 collectively referred to herein as the “Covered Products”).

14 WHEREAS, CCPG alleged in the Notice that persons in the State of California were
15 exposed to DEHP in the Covered Products without being provided the Proposition 65 warning
16 set out at California Health and Safety Code § 25249.6 and its implementing regulations
17 (“Proposition 65 Warning”);

18 WHEREAS, CCPG also alleged in the Notice that persons in the State of California
19 were exposed to DEHP in a product described as “Pink Small Backpack with Mermaid/Fish
20 Tail __ Rainbow Sherbet Collection” (the “Mermaid Backpack”), however, upon further
21 investigation and information provided by HOBBY LOBBY, CCPG has agreed to dismiss any
22 claims under the Notice related to the Mermaid Backpack and withdraw its claims related
23 thereto;

24 WHEREAS, HOBBY LOBBY denies the allegations of the Notice and Complaint
25 denies that it has violated Proposition 65, and denies that it has engaged in any wrongdoing
26 whatsoever;

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1 WHEREAS, on September 25, 2020, Plaintiff (CCPG) filed a Complaint against
2 Defendant (HOBBY LOBBY) for civil penalties, injunctive relief and reimbursement of its
3 reasonable attorneys' fees and costs (the "Complaint") in Alameda County Superior Court,
4 pending as Case No. RG20075021, and later the parties stipulated to a Court Order
5 transferring to venue to San Diego County Superior Court, and the matter is currently pending
6 as Case No. 37-2021-000121116-CU-TT-NC (the "Action"). CCPG contends in the
7 Complaint that Defendant knowingly and intentionally exposed California consumers to Di(2-
8 ethylhexyl) Phthalate ("DEHP"), a substance known to the State of California to cause cancer
9 and reproductive toxicity, through the sale of the Covered Products; and

10 WHEREAS, Plaintiff and Defendant wish to resolve their differences without the delay
11 and expense of prolonged litigation in the Action.

12
13 NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN
14 PLAINTIFF ACTING IN THE PUBLIC INTEREST AND DEFENDANT AS FOLLOWS:

15 **1. INTRODUCTION**

16 1.1. On January 25, 2020, Plaintiff served Defendant and Public Prosecutors with the
17 Notice alleging that Defendant and other noticed parties violated Proposition 65 by failing to
18 warn consumers that the Covered Products expose consumers to DEHP in violation of
19 Proposition 65.

20 1.2. No Public Prosecutor commenced an enforcement action.

21 1.3. Defendant is a "person in the course of doing business" pursuant to California
22 Health & Safety Code § 25249.11(b).

23 1.4. Consent to Jurisdiction. For purposes of this Consent Judgment only, Plaintiff
24 and Defendant (each a "Party, and collectively, the "Parties") stipulate that (1) this Court has
25 jurisdiction over the allegations of violation contained in the Complaint, and personal
26 jurisdiction over Defendant as to the acts alleged in the Complaint; (2) venue is proper in the
27 San Diego County; and (3) this Court has jurisdiction to approve, enter and oversee the
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1 enforcement of this Consent Judgment as a full and final binding resolution of all claims which
2 were or could have been raised in the Complaint based on the facts alleged therein with respect
3 to the Covered Products, and of all claims which were or could have been raised by any person
4 or entity based on or arising from the facts alleged in the Notice or the Action with respect to
5 Covered Products (collectively, "Proposition 65 Claims").

6 1.5. The Parties enter into this Consent Judgment as a full and final settlement of the
7 Proposition 65 Claims, for the purpose of avoiding prolonged and costly litigation, and
8 resolving the issues raised therein. By executing and agreeing to the terms of this Consent
9 Judgment, the Parties do not admit any fact, conclusion of law, or violation of law, nor shall
10 Defendant's compliance with this Consent Judgment be construed as an admission by
11 Defendant of any fact, conclusion of law, or violation of law. Defendant denies the material,
12 factual, and legal allegations in the Notice and the Complaint, and denies any wrongdoing
13 whatsoever.

14 1.6. No Effect on Future Proceedings. Except as expressly set forth herein, nothing
15 in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, claim
16 or defense the Parties may have in any other or future legal proceedings which do not arise out
17 of the Action.

18 **2. CERTAIN DEFINITIONS**

19 2.1. "Effective Date" shall mean the date the Consent Judgment has been approved
20 and entered by the Court.

21 2.2. "Covered Products" or each a "Covered Product" shall mean: (1) Marigold
22 Market __ Doll Shop __ Doll Components __ doll stand with coating gripper (the "Doll
23 Stand"); and, (2) 5 Piece Set __ glitter paint markers (reusable plastic case) (the "Markers",
24 and together with the Doll Stand, collectively referred to herein as the "Covered Products").

25 **3. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS**

26 3.1. Reformulation of Covered Products. As of the Effective Date, Covered Products
27 that HOBBY LOBBY directly manufactures, imports, distributes, sells, or offers for sale in
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1 California shall either: (a) be Reformulated Products pursuant to Section 3.2, below; or (b) be
2 labeled with a clear and reasonable warning pursuant to Sections 3.3 and 3.4, below.


3 3.1.1 For purposes of this Consent Judgment, a “Reformulated Product(s)” is a
4 Covered Product(s) that is/are in compliance with the standard set forth in Section 3.2
5 below.

6 3.1.2 The warning requirement set forth in Sections 3.3 and 3.4 shall not apply
7 to any Reformulated Product(s).

8 3.2. Reformulation Standard. “Reformulated Product(s)” shall mean Covered
9 Product(s) that contain concentrations less than or equal to 0.1% (1,000 parts per million
10 (ppm)) of DEHP when analyzed pursuant to U.S. Environmental Protection Agency testing
11 methodologies 3580A and 8270C or other methodology utilized by federal or state
12 government agencies for the purpose of determining the phthalate content in a solid substance.

13 3.3. Clear and Reasonable Warning. As of the Effective Date, and continuing
14 thereafter, a clear and reasonable exposure warning as set forth in this Section 3.3 and Section
15 3.4 must be provided for all Covered Product(s) that HOBBY LOBBY manufacturers, imports,
16 distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall
17 be no obligation for HOBBY LOBBY to provide a warning for Covered Products that
18 HOBBY LOBBY directly manufactures, imports, distributes, sells, or offers for sale in
19 California prior to the Effective Date, which are subject to the releases contained in Section 5
20 below. The warning shall consist of either the **Warning** or **Alternative Warning** described in
21 Sections 3.3(a) or (b), respectively:

22 (a) **Warning**. The “Warning” shall consist of the statement:

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

26 (b) **Alternative Warning:** HOBBY LOBBY may, but is not required to, use
27 the alternative short-form warning as follows:

28 **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

1 3.4. A **Warning** or Alternative **Warning** provided pursuant to Section 3.3 must print
2 the word “**WARNING:**” in all capital letters and in bold font, followed by a colon. The
3 warning symbol to the left of the word “**WARNING:**” must be a black exclamation point in a
4 yellow equilateral triangle with a black outline, except that if the sign or label for the Covered
5 Product does not use the color yellow, the symbol may be in black and white. The symbol
6 must be in a size no smaller than the height of the word “**WARNING**”. The warning shall be
7 affixed to or printed on the Covered Product’s packaging or labeling, or on a placard, shelf tag,
8 sign or electronic device or automatic process, providing that the warning is displayed with
9 such conspicuousness, as compared with other words, statements, or designs as to render it
10 likely to be read and understood by an ordinary individual under customary conditions of
11 purchase or use. A warning may be contained in the same section of the packaging, labeling,
12 or instruction booklet that states other safety warnings, if any, concerning the use of the
13 Covered Product and shall be at least the same size as those other safety warnings.

14 3.5. If HOBBY LOBBY sells Covered Products via an internet website to customers
15 located in California, the warning requirements of this section shall be satisfied if the
16 foregoing warning appears either: (a) on the same web page on which a Covered Product is
17 displayed and/or described; (b) on the same page as the price for the Covered Product; or (c)
18 on one or more web pages displayed to a California purchaser prior to purchase during the
19 checkout process. Alternatively, a symbol consisting of a black exclamation point in a yellow
20 or white equilateral triangle may appear adjacent to or immediately following the display,
21 description, price, or checkout listing of the Covered Product, if the warning statement appears
22 elsewhere on the same web page in a manner that clearly associates it with the product(s) to
23 which the warning applies

24 3.5 Compliance with Warning Regulations. HOBBY LOBBY shall be deemed to be
25 in compliance with the warning requirements of this Consent Judgment by either adhering to
26 Section 3.3, Section 3.4 , and Section 3.5, as applicable, of this Consent Judgment or by
27 complying with any authorized method for providing warnings pursuant to the regulations of
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1 the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") and
2 in effect after the Effective Date.

3 3.6 Effect of De-Listing. In the event that Proposition 65 warnings for DEHP should
4 no longer be required by law, HOBBY LOBBY shall have no further obligations pursuant to
5 this Consent Judgment.

6 **4. MONETARY RELIEF**

7 4.1. Total Amount of Settlement. In full satisfaction of all civil penalties and
8 CCPG's attorney's fees, expert fees and all other costs and expenses incurred, including,
9 without limitation, pursuant to California Code of Civil Procedure § 1021.5, with respect to
10 the Action and the Covered Products, HOBBY LOBBY shall pay the total settlement amount
11 of Eighteen Thousand Dollars (\$18,000) ("Settlement Amount"), apportioned as follows.

12 4.1.1 Civil Penalty. Of the Settlement Amount, five hundred dollars (\$500) as a civil
13 penalty shall be paid pursuant to HSC § 25249.7(b), to be apportioned in accordance with HSC §
14 25192, with 75% of these funds (\$375) payable to OEHHA and the remaining 25% of the funds
15 (\$125) payable to Khansari Law Corporation - Trust Account in trust for CCPG as provided by
16 HSC § 25249.12(d).

17 4.1.2 Attorneys' Fees and Costs. Of the Settlement Amount, Seventeen
18 Thousand Five-Hundred Dollars (\$17,500) shall be paid as reimbursement of CCPG's
19 attorney's fees and costs incurred in the Action and with respect to the Notice payable to
20 Khansari Law Corporation.

21 4.2. Delivery of Settlement Payments. Within fourteen (14) days of either: (1) the
22 Effective Date, or (2) the date HOBBY LOBBY receives a fully executed W-9 Form from
23 Khansari Law Corporation (whichever is later), HOBBY LOBBY shall send the Settlement
24 Amount via check payable to "Khansari Law Corporation" (or, if different, the name of entity
25 on the fully executed W-9 Form) to the following address for the civil penalties and attorneys'
26 fees and costs described in Sections 4.1.1 and 4.1.2 above:

27 Andre A. Khansari, Esq.
28 KHANSARI LAW CORPORATION
16133 Ventura Blvd., Suite 1200

1 Encino, CA 91364

2 4.2.1. Khansari Law Corporation shall be solely responsible for apportioning the
3 Settlement Amount as provided in Sections 4.1.1 and 4.1.2 above.
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5 **5. CLAIMS COVERED AND RELEASE**

6 5.1. This Consent Judgment is a full, final, and binding resolution between Plaintiff,
7 on behalf of itself, and acting in the public interest, and HOBBY LOBBY, as well as all of
8 HOBBY LOBBY's officers, directors, members, shareholders, employees, attorneys, agents,
9 parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, and
10 retailers, their parent and all subsidiaries, and affiliates, thereof, their respective employees,
11 agents and assigns, as well as all other upstream and downstream entities in the distribution
12 chain for any of the Covered Products, and the predecessors, successors, and assigns of any of
13 them (collectively, the "Released Parties"), for any alleged violation of Proposition 65, and its
14 implementing regulations, for failure to provide Proposition 65 warnings for the Covered
15 Products with respect to DEHP, and fully resolves all claims that have been brought, or which
16 could have been brought in the Action up to and including the Effective Date. Plaintiff on
17 behalf of itself, and in the public interest, hereby discharges the Released Parties from any and
18 all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees,
19 attorneys' fees, costs and expenses asserted, or that could have been asserted, with respect to
20 any alleged violation of Proposition 65 arising from the failure to provide Proposition 65
21 warnings about exposures to DEHP for the Covered Products, and all claims that have been
22 brought, or which could have been brought in the Action, through and including the Effective
23 Date.

24 5.2. It is possible that other claims not known to the Parties arising out of the facts
25 contained in the Notice or alleged in the Complaint relating to the Covered Products will
26 hereafter be discovered. Plaintiff, on behalf of itself only, on the one hand, and HOBBY
27 LOBBY, on the other hand, acknowledge that this Consent Judgment is expressly intended to
28 cover and include all such claims through and including the Effective Date, including all rights

1 of action thereon. Plaintiff and HOBBY LOBBY acknowledge that the claims released in
2 Sections 5.1 and 5.2 may include unknown claims, and nevertheless intend to release such
3 claims, and in doing so waive California Civil Code § 1542 which reads as follows:

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

11 5.3. Plaintiff has consulted with competent legal counsel regarding the above waiver,
12 or otherwise had a meaningful opportunity to do so, and understands and acknowledges that
13 the significance and consequence of this waiver of California Civil Code § 1542 is that even if
14 Plaintiff suffers future damages arising out of, resulting from, or related to the Covered
15 Products, Plaintiff will not be able to make any claim for those damages against any of the
16 Released Parties except as permitted under this Consent Judgment.

17 5.4. Compliance by HOBBY LOBBY with the terms of this Consent Judgment shall
18 constitute compliance with Proposition 65 with respect to exposure to DEHP in the Covered
19 Products as set forth in the Notice and/or the Complaint.

20 5.5. Defendant waives any and all claims against Plaintiff, its attorneys, and representatives,
21 for any and all actions taken, or statements made (or those that could have been taken or made) by
22 Plaintiff and its attorneys and other representatives, in the course of enforcing the Notice and/or the
23 Action.

24 **6. COMPLIANCE WITH HEALTH AND SAFETY CODE SECTION 25249.7(f)**

25 6.1. Plaintiff and its attorneys agree to comply with the reporting form requirements
26 referenced in California Health and Safety Code § 25249.7(f).

27 **7. NOTICE**

1 7.1. When any Party is entitled to receive any notice or writing under this Consent
2 Judgment, the notice or writing shall be sent by first class certified mail with return receipt
3 requested, or by electronic mail, as follows:

4 To Defendant:

5 Anne Marie Ellis, Esq.
6 BUCHALTER, APC
7 18400 Von Karman Ave., Suite 800
8 Irvine, CA 92612
9 *aellis@buchalter.com*

10 To Plaintiff:

11 Andre A. Khansari, Esq.
12 KHANSARI LAW CORP., APC
13 16133 Ventura Blvd., Suite 1200
14 Encino, California 91436
15 Email: *Andre@Khansarilaw.com*

16 7.2. Any party may modify the person and address to whom the notice is to be sent
17 by sending the other Party notice that is transmitted in the manner set forth in section 7.1.

18 **8. COURT APPROVAL**

19 8.1. Upon execution of his Consent Judgment by all Parties, Plaintiff shall prepare
20 and file a Motion for Approval of this Consent Judgment, and any related or required ancillary
21 documents. This Consent Judgment shall not become effective until approved and entered by
22 the Court. If this Consent Judgment is not entered by the Court, it shall be of no force or
23 effect, and shall not be introduced into evidence or otherwise used in any proceeding for any
24 purpose. In the event this Consent Judgment is not entered by the Court, the Parties agree to
25 cooperate in good faith to make such modifications or amendments necessary to ensure that
26 the Consent Judgment is entered by the Court.

27 **9. GOVERNING LAW AND CONSTRUCTION**

28 9.1. The terms of this Consent Judgment shall be governed by the laws of the State of
California.

10. ENTIRE AGREEMENT

1 10.1. This Consent Judgment contains the sole and entire agreement and
2 understanding of the Parties with respect to the entire subject matter hereof, and any and all
3 prior discussions, negotiations, commitments, or understandings related thereto, if any, are
4 hereby incorporated into this Consent Judgment.

5 10.2. There are no warranties, representations, or other agreements between the Parties
6 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
7 other than those specifically referred to in this Consent Judgment have been made by the
8 Parties.

9 10.3. No other agreements not specifically contained or referenced herein, oral or
10 otherwise, shall be deemed to exist or to bind any of the Parties. Any agreements specifically
11 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
12 Parties only to the extent that they are expressly incorporated herein.

13 10.4. No supplementation, modification, waiver, or termination of this Consent
14 Judgment shall be binding unless executed in writing by the Party to be bound and approved
15 and ordered by the Court.

16 10.5. No waiver of any of the provisions of this Consent Judgment shall be deemed to
17 constitute a waiver of any of the other provisions of this Consent Judgment whether or not
18 similar, nor shall such waiver constitute a continuing waiver.

19 **11. RETENTION OF JURISDICTION; ENFORCEMENT OF CONSENT JUDGMENT**

20 11.1. This Court shall retain jurisdiction of this matter to implement or modify the
21 Consent Judgment.

22 11.2. Only after it complies with Section 11.4 below may any Party, by motion or
23 application for an order to show cause filed with this Court, enforce the terms and conditions
24 contained in this Consent Judgment.

25 11.3. If Defendant distributes for sale in the State of California, or directly sells in the
26 State of California a Covered Product without a Proposition 65 warning in the future, and
27 subsequently CCPG alleges that any such product fails to qualify as a Reformulated Covered
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1 Product (for which CCPG alleges that no warning has been provided), then CCPG shall inform
2 HOBBY LOBBY in a reasonably prompt manner of CCPG's test results, and, upon request
3 provide such test results to HOBBY LOBBY. HOBBY LOBBY shall, within thirty (30) days
4 following such notice, provide CCPG with testing information, from an independent third-
5 party laboratory demonstrating HOBBY LOBBY's compliance with this Consent Judgment.
6 The Parties shall first attempt to resolve the matter prior to taking any further legal action with
7 the Court to enforce the terms of this Consent Judgment.

8 11.4. **Good Faith Attempt to Resolve Disputes.** If a dispute arises with respect to
9 any Party's compliance with the terms of this Consent Judgment entered by the Court, the
10 complaining Party shall send written notice specifying the dispute to the other Party's address
11 contained in Section 7.1 of this Consent Judgment. Within sixty (60) days of the other Party's
12 receipt of the written notice, the Parties shall meet in person or by telephone and endeavor to
13 resolve the dispute in an amicable manner. No action or motion may be filed to enforce this
14 Consent Judgment in the absence of such a good faith attempt to resolve the dispute before this
15 60-day period. If the Parties have not resolved the dispute within the 60-day period, an action
16 or motion may be filed to enforce this Consent Judgment, and the prevailing party may seek to
17 recover costs and reasonable attorneys' fees. As used in the preceding sentence, the term
18 "prevailing party" means a party who is successful in obtaining relief more favorable to it than
19 the relief that the other party was amenable to providing during the parties' good faith attempt
20 to resolve the dispute that is the subject of the Action.

21 **12. NO EFFECT ON OTHER SETTLEMENTS**

22 12.1. Nothing in this Consent Judgment shall preclude Plaintiff from resolving any
23 claim against another entity on terms that are different from those contained in this Consent
24 Judgment.

25 12.2. If Plaintiff enters into any consent judgment with any other entity with respect to
26 an alleged failure to warn of alleged exposures to DEHP in which it agrees to a higher
27 reformulation level for DEHP than that contained in Section 3 above, Defendant may seek to
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1 modify this Consent Judgment to adopt the higher reformulation level for compliance instead
2 of those levels presently set forth in Section 3. If Defendant seeks to adopt different injunctive
3 terms pursuant to this Section, it shall provide notice to Plaintiff consistent with Section 7 of
4 this Consent Judgment.

5 **13. EXECUTION IN COUNTERPARTS**

6 13.1. This Consent Judgment may be executed in counterparts, each of which shall be
7 deemed to be an original, and all of which, taken together, shall constitute the same document.
8 Execution of the Consent Judgment by e-mail, facsimile, or other electronic means, shall
9 constitute legal and binding execution and delivery. Any photocopy of the executed Consent
10 Judgment shall have the same force and effect as the original.

11 **14. AUTHORIZATION**

12 14.1. The undersigned are authorized to stipulate to, enter into, and execute this
13 Consent Judgment on behalf of their respective parties, and have read, understood, and agree
14 to all of the terms and conditions of this Consent Judgment.

15 **15. DRAFTING.** The terms of this Consent Judgment have been reviewed by the
16 respective counsel for each Party to this settlement prior to its signing, and each Party has had
17 an opportunity to fully discuss the terms with counsel. The Parties agree that, in any
18 subsequent interpretation and construction of this Consent Judgment entered thereon, the terms
19 and provisions shall not be construed against any Party.

20 **16. MODIFICATION.** This Consent Judgment may be modified only by further written
21 stipulation of the Parties and the approval of the Court or upon the granting of a motion
22 brought to the Court by either Party.

23 **17. ATTORNEY'S FEES**

24 17.1 Except as explicitly provided in Section 11.4 of this Consent Judgment, each Party is to
25 bear its own fees and costs with respect to the Action.

1 **18. SEVERABILITY.** If subsequent to Court approval of this Consent Judgment, any part
2 or provision is declared by a Court to be invalid, void, or unenforceable, the remaining
3 portions or provisions shall continue in full force and effect.

4 *[Signatures Appear on the Following Page]*
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1 **IT IS SO STIPULATED AND AGREED TO:**

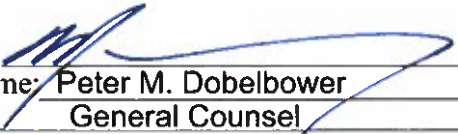
2
3 **CA CITIZEN PROTECTION GROUP, LLC**

4 Dated: November 29, 2022

5 By: Tal Ohana
6 Name: Tal Ohana
7 Its: Manager

8 **HOBBY LOBBY STORES, INC.**

9 Dated: November 18, 2022

10 By: 
11 Name: Peter M. Dobelbower
12 Its: General Counsel

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16
17 **ORDER AND JUDGMENT**

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19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety
20 Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, and based upon the Parties' Stipulation,
21 and good cause appearing, this Consent Judgment is approved, and Judgment is hereby entered
22 according to its terms.

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24
25 Dated: _____
26 Judge of the Superior Court