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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. 19STCV25883

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Complaint Filed: January 28, 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
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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 1.2.2 Di-n-butyl Phthalate (“DBP”) has been listed by the State of California has a
10 chemical known to cause reproductive harm.

11 1.2.3 Diisononyl Phthalate (“DINP”) has been listed by the State of California as a
12 chemical known to cause cancer.

13 1.3 Notices of Violation

14 1.3.1 On or about April 5, 2019, CAG served a “60-Day Notice of Intent to Sue for
15 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-01552)
16 (“April 5, 2019 Notice”) that provided Ross with notice of alleged violations of Health & Safety
17 Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in
18 certain Steering Wheel Covers that Ross sells. No public enforcer has commenced or diligently
19 prosecuted the allegations set forth in the April 5, 2019 Notice.

20 1.3.2 On or about August 29, 2018, CAG served a “60-Day Notice of Intent to Sue for
21 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2018-01614)
22 (“August 29, 2018 Notice”) that provided Ross with notice of alleged violations of Health &
23 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
24 contained in certain Wallets that Ross sells. No public enforcer has commenced or diligently
25 prosecuted the allegations set forth in the August 29, 2018 Notice.

26 1.3.3 On or about April 5, 2019, CAG served a “60-Day Notice of Intent to Sue for
27 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-00664)
28 (“April 5, 2019 Notice II”) that provided Ross with notice of alleged violations of Health &

1 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
2 contained in certain Wallets that Ross sells. No public enforcer has commenced or diligently
3 prosecuted the allegations set forth in the April 5, 2019 Notice II.

4 1.3.4 On or about August 24, 2018 CAG served a “60-Day Notice of Intent to Sue for
5 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2018-01555)
6 (“August 24, 2018 Notice”) that provided Ross with notice of alleged violations of Health &
7 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
8 contained in certain Storage Chest that Ross sells. No public enforcer has commenced or
9 diligently prosecuted the allegations set forth in the August 24, 2018 Notice.

10 1.3.5 On or about August 29, 2018, CAG served a “60-Day Notice of Intent to Sue for
11 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2018-01654)
12 (“August 29, 2018 Notice”) that provided Ross with notice of alleged violations of Health &
13 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
14 contained in Storage Chests that Ross sells. No public enforcer has commenced or diligently
15 prosecuted the allegations set forth in the August 29, 2018 Notice.

16 1.3.6 On or about April 5, 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# 2019-00671)
18 (“April 5, 2019 Notice III”) 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 Storage Chests that Ross sells. No public enforcer has commenced or diligently
21 prosecuted the allegations set forth in the April 5, 2019 Notice III.

22 1.3.7 On or about August 12, 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# 2019-01548)
24 (“August 12, 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 Fanny Packs that Ross sells. No public enforcer has commenced or diligently
27 prosecuted the allegations set forth in the August 12, 2019 Notice.

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1 1.3.8 On or about March 3, 2020, 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# 2020-00532)
3 (“March 3, 2020 Notice”) that provided Ross with notice of alleged violations of Health & Safety
4 Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in
5 certain Jewelry Boxes that Ross sells. No public enforcer has commenced or diligently
6 prosecuted the allegations set forth in the March 3, 2020 Notice.

7 1.3.9 On or about September 2, 2020, CAG served a “60-Day Notice of Intent to Sue
8 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2020-
9 02258) (“September 2, 2020 Notice”) that provided Ross with notice of alleged violations of
10 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
11 DEHP contained in certain Storage Boxes that Ross sells. No public enforcer has commenced or
12 diligently prosecuted the allegations set forth in the September 2, 2020 Notice.

13 1.3.10 On or about October 11, 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# 2019-01925)
15 (“October 11, 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 Nima Handbags that Ross sells. No public enforcer has commenced or
18 diligently prosecuted the allegations set forth in the October 11, 2019 Notice.

19 1.3.11 On or about October 18, 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# 2019-01958)
21 (“October 18, 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 Nima Handbags that Ross sells. No public enforcer has commenced or
24 diligently prosecuted the allegations set forth in the October 18, 2019 Notice.

25 1.3.12 On or about November 5, 2019, CAG served a “60-Day Notice of Intent to Sue
26 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-
27 02086) (“November 5, 2019, Notice”) that provided Ross with notice of alleged violations of
28 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to

1 DINP contained in certain Nima Handbags that Ross sells. No public enforcer has commenced
2 or diligently prosecuted the allegations set forth in the November 5, 2019 Notice.

3 1.3.13 On or about December 9, 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 02281) (“December 9, 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 Nima Handbags that Ross sells. No public enforcer has commenced
8 or diligently prosecuted the allegations set forth in the December 9, 2019 Notice.

9 1.3.14 On or about September 10, 2019, CAG served a “60-Day Notice of Intent to Sue
10 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-
11 01766) (“September 11, 2019 Notice”) that provided Ross with notice of alleged violations of
12 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
13 DEHP contained in certain Yi and Yi Handbags that Ross sells. No public enforcer has
14 commenced or diligently prosecuted the allegations set forth in the September 10, 2019 Notice.

15 1.3.15 On or about September 10, 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 01765) (“September 10, 2019 Notice II”) 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 certain Yi and Yi Handbags that Ross sells. No public enforcer has
20 commenced or diligently prosecuted the allegations set forth in the September 10, 2019 Notice
21 II.

22 1.3.16 On or about November 15, 2019, CAG served a “60-Day Notice of Intent to Sue
23 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-
24 02150) (“November 15, 2019”) 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 Yi and Yi Handbags that Ross sells. No public enforcer has commenced or
27 diligently prosecuted the allegations set forth in the November 15, 2019.
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1 1.3.17 On or about December 4, 2019, CAG served a “60-Day Notice of Intent to Sue
2 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-
3 02246 (“December 4, 2019 Notice”) that provided Ross with notice of alleged violations of
4 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
5 DEHP contained in certain Yi and Yi Handbags that Ross sells. No public enforcer has
6 commenced or diligently prosecuted the allegations set forth in the December 4, 2019 Notice.

7 1.3.18 On or about November 19, 2019, CAG served a “60-Day Notice of Intent to Sue
8 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-
9 02160 (“November 19, 2019 Notice”) that provided Ross with notice of alleged violations of
10 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
11 DEHP contained in certain Backpacks that Ross sells. No public enforcer has commenced or
12 diligently prosecuted the allegations set forth in the November 19, 2019 Notice.

13 1.4 Complaints

14 1.4.1 On July 23, 2019 CAG filed a Complaint for civil penalties and injunctive relief
15 in Los Angeles County Superior Court, Case No. 19STCV25883, and thereafter filed an
16 amended complaint on January 7, 2020 against Ross and other parties (“Complaint 1”).
17 Complaint 1 alleges, among other things, that Ross violated Proposition 65 for allegedly failing
18 to give clear and reasonable warnings of alleged exposure to Listed Chemicals from Steering
19 Wheel Covers, Wallets, and Storage Chests.

20 1.4.2 On March 27, 2019 CAG filed a Complaint, subsequently amended on December
21 17, 2019, for civil penalties and injunctive relief in Alameda County Superior Court, Case No.
22 RG19012558 against Ross and other parties. On May 11, 2020, CAG filed a Notice of Errata
23 attaching the correct version of the amended complaint, which is the operative complaint
24 (“Complaint 2”). Complaint 2 alleges, among other things, that Ross violated Proposition 65 for
25 allegedly failing to give clear and reasonable warnings of alleged exposure to Listed Chemicals
26 from Wallets and Storage Chests.

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 Listed Chemicals from Yi and Yi Handbag.

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

10 1.4.5 On October 29, 2019 CAG filed a Complaint for civil penalties and injunctive
11 relief (“Complaint 5”) in Los Angeles County Superior Court, Case No. 19STCV38610, against
12 Ross and others. Complaint 5 alleges, among other things, that Ross violated Proposition 65 for
13 allegedly failing to give clear and reasonable warnings of alleged exposure to Listed Chemicals
14 from Fanny Pack.

15 1.4.6 On September 4, 2020 CAG filed a Complaint for civil penalties and injunctive
16 relief (“Complaint 6”) in Los Angeles County Superior Court, Case No. 20STCV34003 against
17 Ross and others. Complaint 6 alleges, among other things, that Ross violated Proposition 65 for
18 allegedly failing to give clear and reasonable warnings of alleged exposure to Listed Chemicals
19 from Jewelry Box.

20 1.4.7 On August 17, 2020 CAG filed a Complaint for civil penalties and injunctive
21 relief (“Complaint 7”) in Los Angeles County Superior Court, Case No. 20STCV31340 against
22 Ross and others. Complaint 7 alleges, among other things, that Ross violated Proposition 65 for
23 allegedly failing to give clear and reasonable warnings of alleged exposure to Listed Chemicals
24 from Yi and Yi Handbag, Backpack, and Nima Handbags.

25 1.5 Consent to Jurisdiction

26 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
27 jurisdiction over the allegations of violations contained in the Complaints, personal jurisdiction
28 over Ross as to the acts alleged in the Complaints, that venue is proper in the County of Los

1 Angeles, and that this Court has jurisdiction to enter this Consent Judgment as a full settlement
2 and resolution of the allegations against Ross contained in the Complaints, and of all claims which
3 were or could have been raised by any person or entity based in whole or in part, directly or
4 indirectly, on the facts alleged therein or arising therefrom or related thereto.

5 1.6 No Admission

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

22 **2. DEFINITIONS**

23 2.1 “Covered Products” means Nima Handbags, Backpacks, Steering Wheel Covers,
24 Wallets, Storage Chest, Fanny Packs, Jewelry Boxes, Storage Boxes, and Yi & Yi Handbags.
25 The Covered Products are limited to only the SKU numbers identified below.

26 2.2 Nima Handbags means Nima Handbags with SKU 400200481492,
27 400200486091, 400197213786, 400200481508 and 400200481515.

28 2.3 Backpacks means Backpacks with SKU 400200981497.

- 1 2.4 Steering Wheel Covers means Steering Wheel Covers with SKU 400183007375.
- 2 2.5 Wallets means Wallets with SKU 400171079827, and 400181635778.
- 3 2.6 Storage Chest means Storage Chest with SKU 400171208517, 400183906777 and
- 4 400168962538.
- 5 2.7 Fanny Packs means Fanny Packs with SKU 400192914534.
- 6 2.8 Jewelry Boxes means Jewelry Boxes with SKU 400199338128.
- 7 2.9 Storage Boxes means Storage Boxes with SKU 400199338135 and
- 8 400199338012.
- 9 2.10 Yi & Yi Handbags means Yi & Yi Handbags with SKU 400196790325,
- 10 400196790318, 400196790295, and 400196790288.
- 11 2.11 “Effective Date” means the date that this Consent Judgment is approved by the
- 12 Court.
- 13 2.12 “DEHP” means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl
- 14 Phthalate and Bis (2-ethylhexyl) Phthalate
- 15 2.13 “DINP” means Diisononyl Phthalate.
- 16 2.14 “DBP” means Di-n-butyl Phthalate.
- 17 2.15 “Listed Chemicals” means:
- 18 DINP as to Nima Handbags with SKU 400197213786, Fanny Packs, and
- 19 Backpacks.
- 20 DEHP as to Steering Wheel Covers, Wallets, Storage Chest with SKU
- 21 400171208517 and 400183906777, Storage Boxes, Jewelry Boxes,
- 22 Backpacks, and Handbags.
- 23 DBP as to Storage Chest with SKU 400168962538.
- 24 2.16 “Complaints” means Complaint 1, Complaint 2, Complaint 3, Complaint 4,
- 25 Complaint 5, Complaint 6 and Complaint 7.
- 26 2.17 “Notices” means the April 5, 2019 Notice, August 29, 2018 Notice, April 5, 2019
- 27 Notice II, August 24, 2018 Notice, August 29, 2018 Notice, April 5, 2019 Notice III, August 12,
- 28 2019 Notice, March 3, 2020 Notice, September 2, 2020 Notice, August 29, 2018 Notice, August

1 24, 2018 Notice, October 11, 2019 Notice, October 18, 2019 Notice, November 5, 2019 Notice,
2 December 9, 2019 Notice, September 10, 2019 Notice, September 10, 2019 Notice II, November
3 15, 2019 Notice, December 4, 2019 Notice, and November 19, 2019 Notice.

4 **3. INJUNCTIVE RELIEF/REFORMULATION**

5 3.1 After the Effective Date, Ross shall not order any Covered Products for sale into
6 California, with any component that contains the Listed Chemical(s) in excess of 0.1% (1,000
7 parts per million) by weight.

8 3.2 Any Covered Products that Ross sells, distributes, or ships into California after
9 the Effective Date that were ordered prior to the Effective Date, must contain a clear and
10 reasonable warning, consistent with 27 CCR section 25600 *et seq.*, unless it contains no more
11 than 0.1% by weight (1,000 ppm) of the Listed Chemical(s). Covered Products that were ordered
12 prior to the Effective Date and contain DEHP above 0.1% by weight shall contain Proposition 65
13 warnings for cancer and reproductive toxicity. Covered Products that were ordered prior to the
14 Effective Date and contain DINP above 0.1% by weight shall contain Proposition 65 warnings
15 for cancer. Covered Products that were ordered prior to the Effective Date and contain DBP
16 above 0.1% by weight shall contain Proposition 65 warnings for reproductive toxicity. Any
17 warnings provided pursuant to this Section 3.2 shall be affixed to the packaging of, or directly
18 on, or attached to the Covered Products, and be prominently placed with such conspicuousness
19 as compared with other words, statements, designs, or devices as to render it likely to be read and
20 understood by an ordinary individual under customary conditions before purchase or use. Where
21 the packaging of the Covered Product in existing inventory includes consumer information as
22 defined by California Code of Regulations title 27 §25600.1(c) in a language other than English,
23 the warning must also be provided in that language in addition to English. Should Defendant sell
24 or distribute any Covered Product in existing inventory through the internet, the warning will be
25 posted in the manner provided for with respect to internet sales, as provided for in 27 CCR
26 sections 25601 and 25602, as they may be subsequently amended.

27 3.3 Covered Products already distributed to Downstream Releasees prior to the
28 Effective Date may continue to be sold through as is.

1 **4. SETTLEMENT PAYMENT**

2 4.1 Payment and Due Date: Within fifteen (15) business days of the Effective Date,
3 or upon receipt of W-9 Forms from the appropriate payees, whichever is later, Ross shall pay a
4 total of ninety thousand dollars and zero cents (\$90,000.00) in full and complete settlement of
5 any and all claims for civil penalties, damages, attorney’s fees, expert fees or any other claim for
6 costs, expenses or monetary relief of any kind for claims that were or could have been asserted in
7 the Notices or Complaints identified in Sections 1.4 and 1.5, as follows:

8 4.1.1 **Civil Penalty:** Ross shall issue two separate checks totaling ten thousand three
9 hundred dollars (\$10,300.00) as follows for alleged civil penalties pursuant to Health & Safety
10 Code § 25249.12:

11 (a) Ross will issue one check made payable to the State of California’s Office of
12 Environmental Health Hazard Assessment (“OEHHA”) in the amount of seven thousand seven
13 hundred and twenty-five dollars (\$7,725.00) representing 75% of the total civil penalty and Ross
14 will issue a second check to CAG in the amount of two thousand five hundred and seventy-five
15 dollars (\$2,575.00) representing 25% of the total civil penalty;

16 (b) Separate 1099s shall be issued for each of the above payments: Ross will issue a 1099
17 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of
18 \$7,725.00. Ross will also issue a 1099 to CAG in the amount of \$2,575.00 and deliver it to CAG
19 c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills,
20 California 90212.

21 4.1.2 **Additional Settlement Payments:** Ross shall issue one check for seven thousand
22 seven hundred dollars (\$7,700.00) to “Consumer Advocacy Group, Inc.” pursuant to Health &
23 Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). CAG will
24 use this portion of the Total Settlement Payment as follows, eighty percent (80%) for fees of
25 investigation, purchasing and testing for the Proposition 65 Listed Chemical in various products,
26 and for expert fees for evaluating exposures through various mediums, including but not limited
27 to consumer product, occupational, and environmental exposures to the Proposition 65 Listed
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1 Chemical, and the cost of hiring consulting and retaining experts who assist with the extensive
2 scientific analysis necessary for those files in litigation and to offset the costs of future litigation
3 enforcing Proposition 65 but excluding attorney fees; twenty percent (20%) for administrative
4 costs incurred during investigation and litigation to reduce the public's exposure to the
5 Proposition 65 Listed Chemicals by notifying those persons and/or entities believed to be
6 responsible for such exposures and attempting to persuade those persons and/or entities to
7 reformulate their products or the source of exposure to completely eliminate or lower the level
8 of the Proposition 65 Listed Chemicals including but not limited to costs of documentation and
9 tracking of products investigated, storage of products, website enhancement and maintenance,
10 computer and software maintenance, investigative equipment, CAG's member's time for work
11 done on investigations, office supplies, mailing supplies and postage Within 30 days of a request
12 from the Attorney General, CAG shall provide to the Attorney General copies of documentation
13 demonstrating how the above funds have been spent. CAG shall be solely responsible for
14 ensuring the proper expenditure of such additional settlement payment.

15 **4.1.3 Reimbursement of Attorney Fees and Costs:** Ross shall issue a check in the
16 amount of seventy-two thousand dollars (\$72,000.00) payable to "Yeroushalmi & Yeroushalmi"
17 as complete reimbursement for any and all reasonable investigation fees and costs, attorneys'
18 fees, expert fees, and any and all other costs and expenses incurred as a result of investigating,
19 bringing this matter to the Settling Defendant' attention, litigating, negotiating a settlement in
20 the public interest, and seeking and obtaining court approval of this Consent Judgment.

21 4.2 Other than the payment to OEHHA described above, all payments referenced in
22 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
23 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
24 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard
25 Assessment, OEHHA, 1001 I Street, Mail Stop 12-B Sacramento, California 95812, Attn: Mike
26 Gyurics. Ross shall provide written confirmation to CAG of the payment to OEHHA.

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 manufactured,
12 distributed or sold by Ross up through the Effective Date as set forth in the Notices and
13 Complaints. Ross and Defendant Releasees’ compliance with this Consent Judgment shall
14 constitute compliance with Proposition 65 with respect to alleged exposures to Listed Chemicals
15 from Covered Products sold by Defendant Releasees or Downstream Defendant Releasees after
16 the Effective Date. Nothing in this Section affects CAG’s right to commence or prosecute an
17 action under Proposition 65 against any person other than Settling Defendant, Defendant
18 Releasees, or Downstream 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 the Listed Chemicals from 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 2,
9 Complaint 3, Complaint 4, Complaint 5, Complaint 6, and Complaint 7.

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