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6

7 Attorneys for Plaintiff,
CONSUMER ADVOCACY GROUP, INC.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ALAMEDA**

10
11 CONSUMER ADVOCACY GROUP, INC.,
in the public interest,

12
13 Plaintiff,

14 v.

15
16 YOKI FASHION INTERNATIONAL, LLC.,
17 a New York Limited Liability Company;
and DOES 1-50

18
19 Defendants.

CASE NO. 23CV025175

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Complaint Filed: January 4, 2023

20
21 **1. INTRODUCTION**

22 1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer
23 Advocacy Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the public interest,
24 and Defendant Yoki Fashion International, LLC (“Yoki” or “Settling Defendant”), each a party
25 to the action and collectively referred to as “Parties” or individually referred to as “Party.”

26 **1.2 Defendants and Covered Products**

27 1.2.1 CAG alleges that Yoki Fashion International, LLC is a New York Limited
28 Liability Company which employs ten or more persons. For purposes of this Consent Judgment

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

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

6 1.2 Listed Chemicals

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

10 1.2.2 Di-n-butyl Phthalate (“DBP”), has been listed by the State of California as a
11 chemical known to cause birth defects or other reproductive harm.

12 1.3 Notices of Violation

13 1.3.1 On or about June 17, 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# 2019-01875)
15 (“June 17, 2019 Notice”) that provided Yoki with notice of alleged violations of Health & Safety
16 Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in
17 certain Backpacks that CAG alleges that Yoki sells. No public enforcer has commenced or
18 diligently prosecuted the allegations set forth in the June 17, 2019 Notice.

19 1.3.2 On or about August 26, 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# 2019-01655)
21 (“August 26, 2019 Notice”) that provided Yoki 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 Handbags that CAG alleges that Yoki sells. No public enforcer has
24 commenced or diligently prosecuted the allegations set forth in the August 26, 2019 Notice.

25 1.3.3 On or about September 17, 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 01804) (“September 17, 2019 Notice”) that provided Yoki with notice of alleged violations of
28 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to

1 DEHP contained in certain Handbags that CAG alleges that Yoki sells. No public enforcer has
2 commenced or diligently prosecuted the allegations set forth in the September 17, 2019 Notice.

3 1.3.4 On or about October 4, 2019, 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# 2019-01875)
5 (“October 4, 2019 Notice”) that provided Yoki 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 Backpacks that CAG alleges that Yoki sells. No public enforcer has
8 commenced or diligently prosecuted the allegations set forth in the October 4, 2019 Notice.

9 1.3.5 On or about October 11, 2019, CAG served a “60-Day Notice of Intent to Sue for
10 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-01934
11 (“October 11, 2019 Notice”) that provided Yoki 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 Sandals that CAG alleges that Yoki sells. No public enforcer has
14 commenced or diligently prosecuted the allegations set forth in the September 17, 2019 Notice.

15 1.3.6 On or about December 9, 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 02285) (“December 9, 2019 Notice”) that provided Yoki 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 Handbags that CAG alleges that Yoki sells. No public enforcer has
20 commenced or diligently prosecuted the allegations set forth in the December 9, 2019 Notice.

21 1.3.7 On or about January 20, 2021, 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# 2021-00118)
23 (“January 20, 2021 Notice”) that provided Yoki 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 Sneakers that CAG alleges that Yoki sells. No public enforcer has
26 commenced or diligently prosecuted the allegations set forth in the January 20, 2021 Notice.

27 1.3.8 On or about August 12, 2021, 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# 2021-02006)

1 (“August 12, 2021 Notice”) that provided Yoki with notice of alleged violations of Health &
2 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
3 contained in certain Backpacks that CAG alleges that Yoki sells. No public enforcer has
4 commenced or diligently prosecuted the allegations set forth in the August 12, 2021 Notice.

5 1.3.9 On or about December 8, 2022 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# 2022-02925)
7 (“December 8, 2022 Notice”) that provided Yoki with notice of alleged violations of Health &
8 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP and
9 DBP contained in certain Sandals that CAG alleges that Yoki sells. No public enforcer has
10 commenced or diligently prosecuted the allegations set forth in the December 8, 2022 Notice.

11 1.3.10 On or about February 28, 2023, CAG served a “60-Day Notice of Intent
12 to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG#
13 2023-00606) (“February 28, 2023 Notice”) that provided Yoki with notice of alleged violations
14 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
15 DEHP contained in certain Sandals that CAG alleges that Yoki sells. No public enforcer has
16 commenced or diligently prosecuted the allegations set forth in the February 28, 2023 Notice.

17 1.3.11 On or about July 21, 2023 CAG served a “60-Day Notice of Intent to Sue for
18 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2023-02214)
19 (“July 21, 2023 Notice”) that provided Yoki with notice of alleged violations of Health & Safety
20 Code § 25249.6 for failing to warn individuals in California of exposures to DEHP contained in
21 certain Sandals that CAG alleges that Yoki sells. No public enforcer has commenced or
22 diligently prosecuted the allegations set forth in the July 21, 2023 Notice.

23 1.3.12 On or about August 8, 2023, CAG served a “60-Day Notice of Intent to Sue for
24 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2023-02488)
25 (“August 8, 2023 Notice”) that provided Yoki with notice of alleged violations of Health &
26 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
27 contained in certain Sandals that CAG alleges that Yoki sells. No public enforcer has
28 commenced or diligently prosecuted the allegations set forth in the August 8, 2023 Notice.

1 1.3.13 On or about August 8, 2023, 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# 2023-02488)
3 (“August 8, 2023 Notice”) that provided Yoki with notice of alleged violations of Health &
4 Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP
5 contained in certain Sandals that CAG alleges that Yoki sells. No public enforcer has
6 commenced or diligently prosecuted the allegations set forth in the August 8, 2023 Notice
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8 1.4 Complaints

9 1.4.1 On January 4, 2023, CAG filed a Complaint for civil penalties and
10 injunctive relief in Alameda County Superior Court, Case No. 23CV025175, against Yoki
11 (“Complaint 1”). Complaint 1 alleges, among other things, that Yoki violated Proposition 65 for
12 allegedly failing to give clear and reasonable warnings of alleged exposure to DEHP from
13 Handbags, Backpacks, and Sneakers.

14 1.4.2 On June 24, 2021 CAG filed a Complaint for civil penalties and injunctive
15 relief (“Complaint 2”) in Los Angeles County Superior Court, Case No. 21STC23590. CAG then
16 filed a First Amended Complaint on July 20, 2021. Complaint 2 alleges, among other things, that
17 Ross Stores, Inc. violated Proposition 65 for allegedly failing to give clear and reasonable
18 warnings of alleged exposure to DEHP from Sneakers.

19 1.4.3 On June 5, 2020 CAG filed a Complaint for civil penalties and injunctive relief
20 (“Complaint 3”) in Los Angeles County Superior Court, Case No. 20STCV21370. Complaint 3
21 alleges, among other things, that Pegasus Trucking LLC DBA Fallas Discount Stores violated
22 Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to
23 DEHP from Backpacks and Sandals.

24 1.5 Consent to Jurisdiction

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

1 a full settlement and resolution of the allegations against Yoki contained in the Notices and
2 Complaints, and of all claims which were or could have been raised by any person or entity based
3 in whole or in part, directly or indirectly, on the facts alleged therein or arising therefrom or related
4 thereto.

5 1.6 No Admission

6 This Consent Judgment resolves claims that are denied and disputed. Among other things,
7 Yoki denies that it manufactured, sold, distributed or offered for sale, or in any way had anything
8 to do with, any products at issue other than footwear products. Yoki maintains that any products
9 at issue, other than footwear, were entirely manufactured, sold, distributed or offered for sale by
10 an unrelated third-party. For these and other reasons, Yoki maintains, among other things, that
11 there are no facts nor applicable legal, equitable, or other principles that could render it liable for
12 any products at issue, other than footwear. CAG maintains that its investigation shows the
13 products other than footwear were sold under the Yoki label. Nevertheless, the Parties enter into
14 this Consent Judgment pursuant to a full and final settlement of any and all claims between the
15 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall
16 be construed as an admission by the Parties of any material allegation in the Notices or the
17 Complaints, or of any fact, conclusion of law, issue of law or violation of law of any kind, including
18 without limitation, any admission concerning any alleged or actual violation of Proposition 65 or
19 any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the
20 meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as
21 used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor
22 compliance with its terms, shall constitute or be construed as an admission by the Parties of any
23 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by
24 Yoki, its officers, directors, employees, or parent, subsidiary or affiliated corporations, or be
25 offered or admitted as evidence in any administrative or judicial proceeding or litigation in any
26 court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or
27 impair any right, remedy, argument, or defense the Parties may have in any other or future legal
28 proceeding, except as expressly provided in this Consent Judgment.

1 **2. DEFINITIONS**

2 2.1 “Covered Products” means Backpacks with PVC Components, Handbags,
3 Sandals, and Sneakers.

4 2.2 “DEHP” means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl
5 Phthalate and Bis (2-ethylhexyl) Phthalate.

6 2.3 “DBP” means Di-n-butyl Phthalate.

7 2.4 “Listed Chemical” means
8 DEHP as to Backpacks, Handbags, Sandals, and Sneakers
9 DBP as to Sandals

10 2.5 “Complaints” mean Complaint 1, Complaint 2, and Complaint 3.

11 2.6 “Notices” mean the June 17, 2019 Notice; August 26, 2019 Notice; September 17,
12 2019 Notice; October 4, 2019 Notice; October 11, 2019 Notice; December 9, 2019 Notice;
13 January 20, 2021 Notice; August 12, 2021 Notice; December 8, 2022 Notice; February 28, 2023
14 Notice; July 21, 2023 Notice; and August 8, 2023 Notice.

15 **3. INJUNCTIVE RELIEF/REFORMULATION**

16 3.1 After the Effective Date, Yoki shall not sell or distribute for sale any Covered
17 Products into California, with any component that contains the Listed Chemicals in excess of
18 0.1% (1,000 parts per million) by weight.

19 3.2 Any Covered Products that Yoki sells, distributes, or ships into California after
20 the Effective Date that were ordered prior to the Effective Date, must contain a clear and
21 reasonable warning. Covered Products that contain more than 0.1% DEHP shall carry a warning
22 for cancer and reproductive toxicity. Covered Products that contain more than 0.1% DBP shall
23 carry a warning for reproductive toxicity. The warnings shall be consistent with 27 CCR section
24 25600 *et seq.*, unless it contains no more than 0.1% by weight (1,000 ppm) of the Listed
25 Chemical(s). Any warnings provided pursuant to this Section 3.2 shall be affixed to the
26 packaging of, or directly on, or attached to the Covered Products, and be prominently placed
27 with such conspicuousness as compared with other words, statements, designs, or devices as to
28 render it likely to be read and understood by an ordinary individual under customary conditions

1 before purchase or use. Where the packaging of the Covered Product in existing inventory
2 includes consumer information as defined by California Code of Regulations title 27 §25600.1(c)
3 in a language other than English, the warning must also be provided in that language in addition
4 to English. Should Defendant sell or distribute any Covered Product in existing inventory
5 through the internet, the warning will be posted in the manner provided for with respect to
6 internet sales, as provided for in 27 CCR sections 25601 and 25602, as they may be subsequently
7 amended.

8 3.3 Covered Products already distributed to Downstream Releasees prior to the
9 Effective Date may continue to be sold through as is.

10 4. SETTLEMENT PAYMENT

11 4.1 Payment and Due Date: Yoki shall pay a total of two hundred thousand dollars
12 and zero cents (\$200,000.00) in full and complete settlement of any and all claims for civil
13 penalties, damages, attorney's fees, expert fees or any other claim for costs, expenses or
14 monetary relief of any kind for claims that were or could have been asserted in the Notices or
15 Complaints identified in Sections 1.4 and 1.5, as follows:

16 4.1.1 Civil Penalty: Yoki shall issue two separate checks totaling twenty-two thousand
17 eight hundred and sixty-eight dollars (\$22,868.00) as follows for alleged civil penalties pursuant
18 to Health & Safety Code § 25249.12:

19 (a) Yoki will issue one check made payable to the State of California's Office of
20 Environmental Health Hazard Assessment ("OEHHA") in the amount of seventeen thousand one
21 hundred and fifty one dollars (\$17,151.00) representing 75% of the total civil penalty and Yoki
22 will issue a second check to CAG in the amount of five thousand seven hundred and seventeen
23 dollars (\$5,717.00) representing 25% of the total civil penalty;

24 (b) Separate 1099s shall be issued for each of the above payments: Yoki will issue a 1099
25 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of
26 \$17,151.00. Yoki will also issue a 1099 to CAG in the amount of \$5,717.00 and deliver it to
27 CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills,
28 California 90212.

1 4.1.2 Additional Settlement Payments: Yoki shall issue one check for seventeen
2 thousand one hundred and thirty two dollars (\$17,132.00) to “Consumer Advocacy Group, Inc.”
3 pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 §
4 3203(d). CAG will use this portion of the Total Settlement Payment as follows, eighty percent
5 (80%) for fees of investigation, purchasing and testing for the Proposition 65 Listed Chemical
6 in various products, and for expert fees for evaluating exposures through various mediums,
7 including but not limited to consumer product, occupational, and environmental exposures to the
8 Proposition 65 Listed Chemical, and the cost of hiring consulting and retaining experts who
9 assist with the extensive scientific analysis necessary for those files in litigation and to offset the
10 costs of future litigation enforcing Proposition 65 but excluding attorney fees; twenty percent
11 (20%) for administrative costs incurred during investigation and litigation to reduce the public’s
12 exposure to the Proposition 65 Listed Chemicals by notifying those persons and/or entities
13 believed to be responsible for such exposures and attempting to persuade those persons and/or
14 entities to reformulate their products or the source of exposure to completely eliminate or lower
15 the level of the Proposition 65 Listed Chemicals including but not limited to costs of
16 documentation and tracking of products investigated, storage of products, website enhancement
17 and maintenance, computer and software maintenance, investigative equipment, CAG’s
18 member’s time for work done on investigations, office supplies, mailing supplies and postage
19 Within 30 days of a request from the Attorney General, CAG shall provide to the Attorney
20 General copies of documentation demonstrating how the above funds have been spent. CAG
21 shall be solely responsible for ensuring the proper expenditure of such additional settlement
22 payment.

23 4.1.3 Reimbursement of Attorney Fees and Costs: Yoki shall issue a check in the
24 amount of one hundred and sixty thousand dollars (\$160,000.00) payable to “Yeroushalmi &
25 Yeroushalmi” as complete reimbursement for any and all reasonable investigation fees and costs,
26 attorneys’ fees, expert fees, and any and all other costs and expenses incurred as a result of
27 investigating, bringing this matter to the Settling Defendant’s attention, litigating, negotiating a
28

1 settlement in the public interest, and seeking and obtaining court approval of this Consent
2 Judgment.

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

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

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

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

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

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

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

1 of Proposition 65 or any other statutory or common law regarding the failure to warn about
2 exposure to the DEHP and/or DBP from the Covered Products as may exist as of the date of this
3 release but which CAG does not know exist, and which, if known, would materially affect their
4 decision to enter into this Consent Judgment, regardless of whether their lack of knowledge is the
5 result of ignorance, oversight, error, negligence, or any other cause.

6 **6. ENTRY OF CONSENT JUDGMENT**

7 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
8 California Health & Safety Code § 25249.7(f).

9 6.2 Upon entry of an order approving this Consent Judgment, the Complaint in this
10 action shall be deemed amended to include all the claims raised in the Notices outlined in
11 Section 1.3.

12 6.3 Within five business days of the Effective Date, CAG shall file requests for
13 dismissal without prejudice for the claims contained in the Notices as alleged in Complaint 2 and
14 Complaint 3.

15 6.4 If this Consent Judgment is not approved in full by the Court: (a) this Consent
16 Judgment and any and all prior agreements between the Parties merged herein shall terminate
17 and become null and void, and the actions shall revert to the status that existed prior to the
18 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
19 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
20 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
21 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
22 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

23 **7. MODIFICATION OF JUDGMENT**

24 7.1 This Consent Judgment may be modified only upon written agreement of the
25 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
26 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

27 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
28 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

1 **8. ENFORCEMENT OF JUDGMENT**

2 8.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
3 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
4 California, County of Los Angeles, giving the notice required by law, enforce the terms and
5 conditions contained herein.

6 **9. RETENTION OF JURISDICTION**

7 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
8 terms of this Consent Judgment under Code of Civil Procedure section 664.6.

9 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
10 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

12 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
13 California Attorney General so that the Attorney General may review this Consent Judgment
14 prior to its submittal to the Court for approval. The hearing on CAG's motion to approve this
15 Consent Judgment shall be no sooner than forty-five (45) days after the Attorney General has
16 received the aforementioned copy of this Consent Judgment.

17 **11. ATTORNEY FEES**

18 11.1 Except as specifically provided in Sections 4.1.3 and 9.1 and 9.2, each Party shall
19 bear its own attorneys' fees and costs in connection with the claims resolved in this Consent
20 Judgment.

21 **12. GOVERNING LAW**

22 12.1 The validity, construction, terms, and performance of this Consent Judgment shall
23 be governed by the laws of the State of California, without reference to any conflicts of law
24 provisions of California law.

25 12.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
26 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
27 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
28 rendered inapplicable by reason of law generally as to the Covered Products or Listed

1 Chemicals, then Yoki may provide written notice to CAG of any asserted change in the law, and
2 shall have no further obligations pursuant to this Consent Judgment with respect to, and to the
3 extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be
4 interpreted to relieve Yoki from any obligation to comply with any other pertinent state or
5 federal law or regulation.

6 12.3 The Parties, including their counsel, have participated in the preparation of this
7 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
8 Consent Judgment was subject to revision and modification by the Parties and has been accepted
9 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
10 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
11 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
12 agrees that any statute or rule of construction providing that ambiguities are to be resolved
13 against the drafting Party should not be employed in the interpretation of this Consent Judgment
14 and, in this regard, the Parties hereby waive California Civil Code section 1654.

15 **13. EXECUTION AND COUNTERPARTS**

16 13.1 This Consent Judgment may be executed in counterparts and by means of
17 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
18 one document and have the same force and effect as original signatures.

19 **14. NOTICES**

20 14.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.

21 If to CAG:

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

27 If to Defendant Yoki Fashion International, LLC.:

28 Bao M. Vu
bao.vu@stoel.com
STOEL RIVES LLP
1 Montgomery Street, Suite 3230

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San Francisco, CA 94104

15. AUTHORITY TO STIPULATE

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

AGREED TO:

AGREED TO:

Date: December 20, 2023

Date: DECEMBER 19TH, 2023

Michael Marcus

KHEOLR MAMBOW

Name: Michael Marcus

Name: KHEOLR MAMBOW

Title: Director

Title: PRESIDENT

CONSUMER ADVOCACY GROUP, INC.

YOKI FASHION INTERNATIONAL, LLC

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT