

1 Reuben Yeroushalmi (SBN 193981)
reuben@yeroushalmi.com
2 **YEROUSHALMI & YEROUSHALMI***
9100 Wilshire Blvd., Suite 240W
3 Beverly Hills, CA 90212
4 Telephone: 310-623-1926
Facsimile: 310-623-1930

5 Attorneys for Plaintiff,
6 CONSUMER ADVOCACY GROUP, INC.

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF LOS ANGELES**

9
10 CONSUMER ADVOCACY GROUP, INC.,
in the public interest,

11 Plaintiff,

12 v.

13 INTERDESIGN, INC., an Ohio Corporation;
14 BED BATH & BEYOND INC., a New York
Corporation;
15 BED BATH & BEYOND OF CALIFORNIA
16 LLC, a Delaware Limited Liability Company;
and DOES 1-10,

17 Defendants.

CASE NO. 23STCV07146

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 et seq.

Complaint Filed: April 3, 2023

Trial Date: May 4, 2026

18
19 **1. INTRODUCTION**

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

24 1.2 Defendants and Covered Products

25 1.2.1 CAG alleges that InterDesign is an Ohio Corporation which employs ten
26 or more persons. CAG further alleges that Settling Defendant distributes and sells Fridge
27 Freezer Labels, including but not limited to "iDesign Fridge/Freezer Labels"; "Etiquettes Pour
28

1 Refrigerateur et Congelateur"; "36 Assorted Clear Labels"; "36 Etiquettes; 3 in x 1.25 in"; "7.6
2 cm x 3.2 cm"; "UPC 081492044345"; "Made in China"; "Fabrique en Chine"; "Hecho en China";
3 "Hergestellt in China"; "Fabricado na China". ("Labels").

4 Covered Products are limited to Labels manufactured and/or distributed for sale by InterDesign.

5 1.2.2 Labels are sometimes referred to as the "Covered Products" in this
6 Consent Judgment.

7 1.2.3 For purposes of this Consent Judgment only, Settling Defendant is deemed
8 a person in the course of doing business in California subject to the provisions of the Safe
9 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§
10 25249.6 et seq. ("Proposition 65").

11 1.3 Chemicals of Concern

12 1.3.1 Di (2-ethylhexyl) Phthalate ("DEHP"), which has been listed by the State
13 of California as a chemical known to cause cancer and birth defects or other
14 reproductive harm.

15 1.4 Notices of Violation

16 1.4.1 On or about December 23, 2021, CAG served a "60-Day Notice of Intent
17 to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of
18 1986" (AG# 2021-03157) ("Notice") that provided InterDesign with notice of
19 alleged violations of Health & Safety Code § 25249.6 for failing to warn
20 individuals in California of exposures to DEHP contained in Labels.

21 1.4.1 On or about December 8, 2022, CAG served a "60-Day Notice of Intent
22 to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of
23 1986" (AG# 2022-02915) ("Notice") that provided InterDesign with notice of
24 alleged violations of Health & Safety Code § 25249.6 for failing to warn
25 individuals in California of exposures to DEHP contained in Labels.

1 No public enforcer has commenced or diligently prosecuted the
2 allegations set forth in the December 23, 2021 Notice or December 8, 2022
3 Notice.

4 1.5 Complaint

5 1.5.1 On April 3, 2023, CAG filed a Complaint for civil penalties and
6 injunctive relief (“Complaint”) in Los Angeles County Superior Court, Case No. 23STCV07146
7 against Defendants, InterDesign, Bed Bath & Beyond Inc., and Bed Bath & Beyond of California
8 LLC. The Complaint alleges, among other things, that Defendant, InterDesign, violated
9 Proposition 65 by failing to give clear and reasonable warnings of exposure to Listed Chemicals
10 from Covered Products.

11 1.6 Consent to Jurisdiction

12 1.6.1 For purposes of this Consent Judgment only, the Parties stipulate that this
13 Court has jurisdiction over the allegations of violations contained in the Complaint, and personal
14 jurisdiction over InterDesign as to the acts alleged in the Complaint, that venue is proper in the
15 County of Los Angeles, and that this Court has jurisdiction to enter this Consent Judgment as a
16 full settlement and resolution of the allegations against InterDesign contained in the Complaint,
17 and of all claims which were or could have been raised by any person or entity based in whole or
18 in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

19 1.7 No Admission

20 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The
21 Parties enter into this Consent Judgment to effectuate a full and final settlement of any and all
22 claims between the Parties and for the purpose of avoiding prolonged litigation. Nothing in this
23 Consent Judgment shall be construed as an admission by the Parties of any allegation in the Notice
24 or the Complaint, or of any fact, conclusion of law, issue of law or violation of law of any kind,
25 including without limitation, any admission concerning any alleged or actual violation of
26 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, including
27 but not limited to the meaning of the terms “knowingly and intentionally expose” or “clear and
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1 reasonable warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent
2 Judgment, nor compliance with its terms, shall constitute or be construed as an admission by the
3 Parties of any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or
4 liability by Settling Defendant, its officers, directors, managers, members, employees, or parent,
5 subsidiary or affiliated corporations, or be offered or admitted as evidence in any administrative
6 or judicial proceeding or litigation in any court, agency, or forum.

7 **2. DEFINITIONS**

8 2.1 “Covered Products” means the products generally identified in Paragraph 1.2
9 sold or distributed for sale by Settling Defendant.

10 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
11 Court.

12 2.3 “DEHP” means Di (2-ethylhexyl) Phthalate.

13 2.4 “Listed Chemicals” means DEHP

14 **3. INJUNCTIVE RELIEF/REFORMULATION**

15 3.1 After the Effective Date, Settling Defendant shall not sell in California, offer for
16 sale in California, or ship for sale in California any Covered Products unless the level of DEHP
17 does not exceed 0.1% (1,000 parts per million) by weight (“reformulation level”).

18 3.2 For any Covered Products that exceed the reformulation level of Listed
19 Chemicals that are manufactured for distribution and/or sale into California prior to the
20 Effective Date, Defendant must provide a Proposition 65 compliant warning for the Covered
21 Products as permitted by Proposition 65 and its implementing regulations or as set forth
22 below. Any warning provided pursuant to this section shall be affixed to the packaging of, or
23 directly on, the Covered Products, and be prominently placed with such conspicuousness as
24 compared with other words, statements, designs, or devices as to render it likely to be read and
25 understood by an ordinary individual under customary conditions before purchase or use. The
26 warning must be set off from other surrounding information, enclosed in a box. Where the
27 packaging of the Covered Products in existing inventory includes consumer information as
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1 defined by California Code of Regulations title 27 §25600.1(c) in a language other than
2 English, the warning must also be provided in that language in addition to English. Should
3 Defendant sell or distribute any Covered Product s in existing inventory through the internet
4 the warning will be posted in the manner provided for with respect to internet sales, as
5 provided for in 27 CCR sections 25601 and 25602, as they may be subsequently amended.

6 3.3 The Parties agree that the following warning language shall constitute compliance
7 with Proposition 65 with respect to the alleged Listed Chemical(s) in the Covered Products, that
8 were manufactured prior to the Effective Date:

9 For Covered Products that contain DEHP:

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

14 3.5 Changes in the law and regulations applicable to Proposition 65, including changes
15 resulting from federal and/or state court rulings, occurring after this date may be incorporated into
16 the terms of this Consent Judgment, pursuant to the modification provisions set forth in Section 7.

17 3.6 The requirements of Section 3 do not apply to any Covered Products that were
18 already sold or distributed for sale in California by Settling Defendant or Downstream Releasees
19 prior to the Effective Date. Such products may continue to be sold as is, unless in physical custody
20 of the Defendant.

21 **4. SETTLEMENT PAYMENT**

22 4.1 **Payment:** Settling Defendant shall pay a total of five hundred and twenty
23 thousand dollars (\$520,000.00) in full and complete settlement of all monetary claims by CAG
24 related to the Notice, as follows:

25 4.1.1 **Civil Penalty:** Settling Defendant shall issue two separate payments totaling
26 fifty-seven thousand one hundred sixty dollars (\$57,160.00) as civil penalties pursuant to Health
27 & Safety Code § 25249.12:

1 (a) Settling Defendant will issue one check made payable to the State of California’s
 2 Office of Environmental Health Hazard Assessment (“OEHHA”) in the amount of forty-
 3 two thousand eight hundred seventy dollars (\$42,870.00) representing 75% of the total
 4 civil penalty and Settling Defendant will issue a separate check to CAG in the amount of
 5 fourteen thousand two hundred ninety dollars (\$14,290.00) representing 25% of the total
 6 civil penalty; and

7 (b) Separate 1099s shall be issued for each of the above payments: Settling Defendant
 8 will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95812-4010 (EIN: 68-
 9 0284486) in the amount of forty-two thousand eight hundred seventy dollars
 10 (\$42,870.00). Settling Defendant will also issue a 1099 to CAG in the amount of fourteen
 11 thousand two hundred ninety dollars (\$14,290.00) and deliver it to CAG c/o Yeroushalmi
 12 & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.
 13 CAG’s counsel shall provide Settling Defendant with the information necessary for
 14 Settling Defendant to prepare a 1099 for all payments to CAG.

15 4.1.2 **Additional Settlement Payments:** Settling Defendant shall make a
 16 separate payment, in the amount of forty-two thousand eight hundred forty dollars (\$42,840.00) as
 17 an additional settlement payment to “Consumer Advocacy Group, Inc.” pursuant to Health &
 18 Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Settling
 19 Defendant will issue a separate check to CAG for the Additional Settlement Payment. CAG will
 20 use this payment as follows, seventy-five percent (75%) for fees of investigation, purchasing and
 21 testing for Proposition 65 listed chemicals in various products, and for expert fees for evaluating
 22 exposures through various mediums, including but not limited to consumer product, occupational,
 23 and environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting
 24 and retaining experts who assist with the extensive scientific analysis necessary for those files in
 25 litigation and to offset the costs of future litigation enforcing Proposition 65, but excluding attorney
 26 fees; twenty-five percent (25%) for administrative costs incurred during investigation and
 27 litigation to reduce the public’s exposure to Proposition 65 listed chemicals by notifying those
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1 persons and/or entities believed to be responsible for such exposures and attempting to persuade
 2 those persons and/or entities to reformulate their products or the source of exposure to completely
 3 eliminate or lower the level of Proposition 65 listed chemicals, including but not limited to costs
 4 of documentation and tracking of products investigated, storage of products, website enhancement
 5 and maintenance, computer and software maintenance, investigative equipment, CAG’s member’s
 6 time for work done on investigations, office supplies, mailing supplies and postage. Within 30
 7 days of a request from the Attorney General or Settling Defendant, CAG shall provide to the
 8 Attorney General copies of documentation demonstrating how the above funds have been spent.
 9 CAG shall be solely responsible for ensuring the proper expenditure of such additional settlement
 10 payment.

11 **4.1.3 Reimbursement of Attorney Fees and Costs:** Settling Defendant shall issue a
 12 check in the amount of four hundred twenty thousand dollars (\$420,000.00) payable to
 13 “Yeroushalmi & Yeroushalmi” as complete reimbursement for any and all reasonable
 14 investigation fees and costs, attorneys’ fees, expert fees, and any and all other costs and expenses
 15 incurred as a result of investigating, bringing this matter to the Settling Defendant’s attention,
 16 litigating, negotiating a settlement in the public interest, and seeking and obtaining court
 17 approval of this Consent Judgment.

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

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

26 **5.1** This Consent Judgment is a full, final, and binding resolution between CAG on
 27 behalf of itself and in the public interest and Settling Defendant for the alleged failure to provide
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1 Proposition 65 warning of exposure to Listed Chemicals from the Covered Products as set forth in
 2 the Notices, and Complaint, and it fully resolves all claims that have been or could have been
 3 asserted against Settling Defendant in this action up through the Effective Date for failure to
 4 provide Proposition 65 warnings for the Covered Products regarding Listed Chemicals. CAG, on
 5 behalf of itself and in the public interest, hereby discharges Settling Defendant, and their respective
 6 officers, directors, members, managers, insurers, employees, parents, shareholders, divisions,
 7 subdivisions, subsidiaries, and their successors and assigns (“Defendant Releasees”) and all
 8 customers, retailers, distributors, and other downstream entities in the distribution chain for the
 9 Covered Products to whom Settling Defendant distributed, provided or sold Covered Products,
 10 including but not limited to Bed Bath & Beyond Inc., Bed Bath & Beyond of California LLC and
 11 each of their respective parents, subsidiaries, and affiliated entities, and the predecessors,
 12 successors and assigns of any of them, and all of their respective officers, directors, shareholders,
 13 members, managers, employees, and agents as to Covered Products distributed, provided or sold
 14 by Settling Defendant (collectively, “Downstream Releasees”), for all Covered Products placed
 15 into the stream of commerce up through the Effective Date for alleged violations of Proposition
 16 65 based on exposure to Listed Chemicals from the Covered Products. Defendant Releasees and
 17 Downstream Releasees are sometimes collectively referred to herein as the “Released Parties.”
 18 Settling Defendant’s compliance with the terms of this Consent Judgment shall be deemed to
 19 constitute compliance with Proposition 65 regarding alleged exposures to Listed Chemicals from
 20 the Covered Products. Nothing in this Section affects CAG’s right to commence or prosecute an
 21 action under Proposition 65 against any person other than Defendant Releasees or Downstream
 22 Releasees after the Effective Date. The Settlement Agreement shall inure to the benefit of
 23 Downstream Releasees identified in this section, but is not binding on them.

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 25 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
 26 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
 27 indirectly, any form of legal action and releases all claims, including, without limitation, all
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1 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
 2 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
 3 fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown,
 4 fixed or contingent (collectively “Claims”), against Defendant Releasees and/or Downstream
 5 Releasees arising from any violation of Proposition 65 or any other statutory or common law
 6 regarding the alleged exposure of persons to the Listed Chemicals contained in Covered Products
 7 or any failure to warn about exposure to Listed Chemicals from Covered Products. In
 8 furtherance of the foregoing, as to alleged exposures to Listed Chemicals from Covered
 9 Products, CAG on behalf of itself only, hereby waives any and all rights and benefits which it
 10 now has, or in the future may have, conferred upon it with respect to Claims arising from any
 11 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
 12 about exposure and any alleged exposure of persons to Listed Chemicals from the Covered
 13 Products by virtue of the provisions of section 1542 of the California Civil Code, which provides
 14 as follows:

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

21 CAG understands and acknowledges that the significance and consequence of this waiver of
 22 California Civil Code section 1542 is that even if CAG suffers future loss or damages arising out
 23 of or resulting from, or related directly or indirectly to, in whole or in part, claims arising from
 24 any violation of Proposition 65 or any other statutory or common law regarding the failure to
 25 warn about exposure to Listed Chemicals from the Covered Products, including but not limited
 26 to any exposure to, or failure to warn with respect to exposure to Listed Chemicals from the
 27 Covered Products, CAG will not be able to make any claim for those losses or damages against

1 Defendant Releasees or Downstream Releasees. Furthermore, CAG acknowledges that it intends
 2 these consequences for any such claims arising from any violation of Proposition 65 or any other
 3 statutory or common law regarding the failure to warn about exposure to Listed Chemicals from
 4 Covered Products as may exist as of the date of this release but which CAG does not suspect to
 5 exist, and which, if known, would materially affect its decision to enter into this Consent
 6 Judgment, regardless of whether its lack of knowledge is the result of ignorance, oversight, error,
 7 negligence, or any other cause.

8 **6. ENTRY OF CONSENT JUDGMENT**

9 6.1 CAG shall, at no cost to Settling Defendant, file a motion seeking approval of this
 10 Consent Judgment pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the
 11 Consent Judgment, CAG and Settling Defendant waive their respective rights to a hearing or trial
 12 on the allegations of the Complaint. Upon entry of an order approving this Consent Judgment,
 13 the Complaint in this action shall be deemed amended to include all the claims raised in the
 14 Notices.

15 6.2 The Parties shall make all reasonable efforts to have the Consent Judgment
 16 approved by the Court.

17 6.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent
 18 Judgment and any and all prior agreements between the Parties merged herein shall terminate
 19 and become null and void, and the actions shall revert to the status that existed prior to the
 20 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
 21 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
 22 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
 23 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
 24 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

25 **7. MODIFICATION OF JUDGMENT**

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

1 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith
2 to meet and confer with the other Party prior to filing a motion to modify the Consent
3 Judgment.

4 **RETENTION OF JURISDICTION**

5 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms
6 of this Consent Judgment under Code of Civil Procedure § 664.6. The parties also agree that
7 Downstream Releases are intended third-party beneficiaries of this Consent Judgment and may
8 enforce its terms.

9 8.2 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. DUTIES LIMITED TO CALIFORNIA**

12 9.1 This Consent Judgment shall have no effect on Covered Products sold by Settling
13 Defendant outside the State of California.

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

15 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
16 California Attorney General so that the Attorney General may review this Consent Judgment prior
17 to its approval by the Court. No sooner than forty-five (45) days after the Attorney General has
18 received the aforementioned copy of this Consent Judgment, and in the absence of any written
19 objection by the Attorney General to the terms of this Consent Judgment, may the Court approve
20 this Consent Judgment.

21 **11. ATTORNEY FEES**

22 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
23 own costs and attorney fees in connection with this action.

24 **12. GOVERNING LAW**

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1 12.1 The validity, construction and performance of this Consent Judgment shall be
2 governed by the laws of the State of California, without reference to any conflicts of law provisions
3 of California law.

4 12.2 The terms of this Consent Judgment shall be governed by the laws of the State of
5 California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise
6 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent
7 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,
8 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered
9 Products, then Settling Defendant may modify the Consent Judgment in accordance with the
10 requirements of Section 7 with respect to, and to the extent that, Covered Products are so affected.
11 Nothing in this Consent Judgment shall be interpreted to relieve a Defendant from any obligation
12 to comply with any pertinent state or federal law or regulation.

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

22 **13. EXECUTION AND COUNTERPARTS**

23 13.1 This Consent Judgment may be executed in counterparts and by means of facsimile
24 or portable document format (pdf), which taken together shall be deemed to constitute one
25 document and have the same force and effect as original signatures. Signatures by scanned and
26 emailed image or facsimile transmission shall have the same force and effect as original signature
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1 and as an electronic record adopted and executed by a Party with the intent to sign the electronic
2 record pursuant to Civil Code §§ 1633.1 *et seq.*

3 **14. NOTICES**

4 14.1 Any notice under this Consent Judgment shall be by First-Class Mail or by E-mail
5 followed by First-Class Mail.

6
7 If to CAG:

8 Reuben Yeroushalmi, Esq.
9 YEROUSHALMI & YEROUSHALMI
10 9100 Wilshire Boulevard, Suite 240W
11 Beverly Hills, CA 90212
(310) 623-1926
Email: lawfirm@yeroushalmi.com

12 If to Settling Defendant:

13 Sean Wilson
14 Chief Financial Officer
15 InterDesign, Inc.
16 30725 Solon Industrial Parkway
Solon, OH 44139
(440) 248-0178

17 Email: sean.wilson@interdesignusa.com

18 With a copy to:

19
20 Peter W. McGaw
21 BUCHALTER
22 425 Market Street, Suite 2900
San Francisco, CA 94105
Tel: (415) 227-3568

23 Email: pmcgaw@buchalter.com
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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: MARCH 23rd, 2026

3/26/2026
Date: _____, 2026

Willard Bayer

Signed by:
Sean Wilson
B8B87CB270554BC...

Name: Willard Bayer

Name: Sean Wilson

Title: President

Title: Chief Financial Officer

CONSUMER ADVOCACY GROUP, INC.

INTERDESIGN, INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT