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

Attorneys for Plaintiff,
CONSUMER ADVOCACY GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CONSUMER ADVOCACY GROUP, INC., in the public interest, Plaintiff, v. BURLINGTON COAT FACTORY OF TEXAS, INC., a Florida corporation; BURLINGTON COAT FACTORY WAREHOUSE CORPORATION, a Florida corporation; and DOES 1-10, Defendants.	CASE NO. 25STCV37244 **[PROPOSED] CONSENT JUDGMENT** Health & Safety Code § 25249.5 et seq. [Assigned for all purposes to the Hon. Cindy Panuco, Dept. 3] Complaint Filed: December 19, 2025 Trial Date: Not Yet Set

1. INTRODUCTION

1.1 This Consent Judgment is entered into by and among Plaintiff, Consumer Advocacy Group, Inc. (referred to as "CAG"), acting on behalf of itself and in the public interest, and Defendant Burlington Coat Factory of Texas, Inc. ("Defendant"), each a party to this action and collectively referred to as the "Parties" or individually, each as a "Party."

1.2 Defendant and Covered Products

1.2.1 CAG alleges that Defendant is a Florida corporation that employs ten or more persons. CAG further alleges that Defendant distributed and sold "Kidilove Nursing

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Pillow," "Oreiller D'allaitement," "Almohada De Lactancia," "0-12 M," "Kidiway," "Style 3556," and "V 699610" ("Nursing Pillows").

"Covered Products" (as defined in Paragraph 2.1 below) are limited to the Nursing Pillows identified in this Paragraph 1.2.1 that were distributed or sold by Defendant in California.

1.2.2 Nursing Pillows are sometimes referred to as the "Covered Products" in this Consent Judgment.

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

1.3 Chemicals of Concern

1.3.1 Diisononyl Phthalate ("DINP"), which has been listed by the State of California as a chemical known to cause cancer.

1.4 Notices of Violation

1.4.1 On or about January 12, 2022, CAG served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-00089) ("Notice") that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposure to DINP contained in Nursing Pillows.

1.4.2 No public enforcer has commenced or diligently prosecuted the allegations set forth in the January 12, 2022 Notice.

1.5 Complaint

1.5.1 On December 19, 2025, CAG filed a Complaint for civil penalties and injunctive relief ("Complaint") in Los Angeles County Superior Court, Case No. 25STCV37244 against Burlington Coat Factory of Texas, Inc. and Burlington Coat Factory Warehouse Corporation. The Complaint alleges, among other things, that the defendants

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violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Listed Chemicals from Covered Products.

1.6 Consent to Jurisdiction

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

1.7 No Admission

1.7.1 This Consent Judgment resolves claims that are denied and disputed. The Parties enter into this Consent Judgment to effectuate a full and final settlement of disputed claims and to avoid the expense, burden, and uncertainty of continued litigation. Nothing in this Consent Judgment shall be construed as an admission by any Party of any allegation in the Notice or the Complaint, or of any fact, conclusion of law, issue of law, violation of law, fault, wrongdoing, or liability of any kind, including without limitation any admission concerning any alleged or actual violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the meaning of the terms "knowingly and intentionally expose" or "clear and reasonable warning" as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an admission by Defendant or its officers, directors, managers, members, employees, parents, subsidiaries, affiliates, successors, or assigns, or be offered or admitted as evidence against any Released Party (as defined below) in any administrative or judicial proceeding or litigation in any court, agency, or forum, except in an action to enforce this Consent Judgment. Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other or future legal

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proceeding, except as expressly provided in this Consent Judgment.

2. DEFINITIONS

2.1 "Covered Products" means the products generally identified in Paragraph 1.2.1 that were distributed or sold by Defendant in California.

2.2 "Effective Date" means the date that this Consent Judgment is approved by the Court.

2.3 "DINP" means Diisononyl Phthalate.

2.4 "Listed Chemicals" means DINP.

3. INJUNCTIVE RELIEF/REFORMULATION

3.1 Commencing on the Effective Date and except as provided in Section 3.5, Defendant shall not sell in California, offer for sale in California, or ship for sale in California any Covered Products manufactured after the Effective Date and within Defendant's possession, custody, or control unless the level of DINP does not exceed 0.1% (1,000 parts per million) by weight ("reformulation level").

3.2 For any Covered Products in Defendant's existing inventory that exceed the reformulation level for DINP set forth in Section 3.1 and that were manufactured for distribution and/or sale into California prior to the Effective Date, Defendant shall provide a Proposition 65 compliant warning for the Covered Products as permitted by Proposition 65 and its implementing regulations. The language of the warnings and method for providing any warnings for the Covered Products shall be compliant with Title 27, California Code of Regulations, § 25600, et seq. and the warnings shall be provided for cancer. Any warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the Covered Products, and be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. The warning must be set off from other surrounding information and enclosed in a box. Where the packaging of the Covered Products in existing inventory includes consumer information as defined by

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California Code of Regulations title 27 §25600.1(c) in a language other than English, the warning must also be provided in that language in addition to English. Should Defendant sell or distribute any Covered Products in existing inventory through the Internet, the warning shall be posted in the manner provided for with respect to Internet sales, as provided for in 27 CCR sections 25601 and 25602, as they may be subsequently amended. This Paragraph 3.2 shall only apply to Covered Products offered for sale in California.

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

3.4 The requirements of Section 3 do not apply to any Covered Products that were already sold or distributed for sale in California by Defendant or Downstream Releasees (as defined below) before the Effective Date, or to products not in Defendant's possession, custody, or control as of the Effective Date. Such products may continue to be sold as is, and Defendant has no obligation to recall, retrieve, relabel, or modify them.

4. SETTLEMENT PAYMENT

4.1 **Payment**: Within twenty-one (21) days after the Effective Date and Defendant's receipt of CAG's completed Form W-9, a completed Burlington Supplier Information form, Defendant shall pay a total of one hundred and twenty thousand dollars ($120,000.00) in full and complete settlement of all monetary claims by CAG related to the Notice, as follows:

4.1.1 **Civil Penalty**: Defendant shall issue two separate payments totaling seventeen thousand one hundred and sixty dollars ($17,160.00) from the Settlement Amount as civil penalties pursuant to Health & Safety Code § 25249.12:

(a) Defendant will issue one check made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of twelve thousand eight hundred and seventy dollars ($12,870.00) representing 75% of the total civil penalty, and

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Defendant will issue a separate check to CAG in the amount of four thousand two hundred and ninety dollars ($4,290.00) representing 25% of the total civil penalty; and

(b) Separate 1099s shall be issued for each of the above payments: Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95812-4010 (EIN: 68-0284486) in the amount of twelve thousand eight hundred and seventy dollars ($12,870.00) Defendant will also issue a 1099 to CAG in the amount of four thousand two hundred and ninety dollars ($4,290.00) and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212. CAG's counsel shall provide Defendant with the information necessary for Defendant to prepare a 1099 for all payments to CAG including executed IRS Form(s) W-9 and Burlington Supplier Information Forms for CAG and its counsel.

4.1.2 **Additional Settlement Payments:** Defendant shall make a separate payment, in the amount of twelve thousand eight hundred and forty dollars ($12,840.00) as an additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendant will issue a separate check to CAG for the Additional Settlement Payment. CAG will use this payment as follows: seventy-five percent (75%) for fees of investigation, purchasing and testing for Proposition 65 listed chemicals in various products, and for expert fees for evaluating exposures through various mediums, including but not limited to consumer product, occupational, and environmental exposures to Proposition 65 listed chemicals, and the cost of hiring, consulting, and retaining experts who assist with the extensive scientific analysis necessary for those files in litigation and to offset the costs of future litigation enforcing Proposition 65, but excluding attorney fees; twenty-five percent (25%) for administrative costs incurred during investigation and litigation to reduce the public's exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to be responsible for such exposures and attempting to persuade those persons and/or entities to reformulate their products or the source of exposure to completely eliminate or lower the level of Proposition 65 listed chemicals, including but not

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limited to costs of documentation and tracking of products investigated, storage of products, website enhancement and maintenance, computer and software maintenance, investigative equipment, CAG's member's time for work done on investigations, office supplies, mailing supplies and postage. Within 30 days of a request from the Attorney General or Defendant, CAG shall provide to the Attorney General and Defendant copies of documentation demonstrating how the above funds have been spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional settlement payment, and Defendant shall have no responsibility or liability for CAG's use, allocation, or reporting of such payment.

4.1.3 **Reimbursement of Attorney Fees and Costs:** Defendant shall issue a check in the amount of ninety thousand dollars ($90,000.00) payable to "Yeroushalmi & Yeroushalmi" as complete reimbursement for any and all reasonable investigation fees and costs, attorneys' fees, expert fees, and any and all other costs and expenses incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, negotiating a settlement in the public interest, and seeking and obtaining court approval of this Consent Judgment.

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

5. MATTERS COVERED BY THIS CONSENT JUDGMENT

5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on behalf of itself and in the public interest, and Defendant for the alleged failure to provide Proposition 65 warnings of exposure to Listed Chemicals from the Covered Products as set forth in the Notice and Complaint, and it fully resolves all claims that have been or could have been asserted against Defendant in this action through the Effective Date for failure to provide

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Proposition 65 warnings for the Covered Products regarding Listed Chemicals. CAG, on behalf of itself and in the public interest, hereby discharges Burlington Coat Factory of Texas, Inc. and Burlington Coat Factory Warehouse Corporation and their respective officers, directors, members, managers, insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, affiliates, franchisees, suppliers, vendors, customers, retailers, distributors, predecessors, successors, and assigns ("Defendant Releasees") and all customers, retailers, distributors, and other downstream entities in the distribution chain for the Covered Products to whom Defendant distributed, provided, or sold Covered Products, including but not limited to Burlington Coat Factory of Texas, Inc. and Burlington Coat Factory Warehouse Corporation and each of their respective parents, subsidiaries, and affiliated entities, and the predecessors, successors, and assigns of any of them, and all of their respective officers, directors, shareholders, members, managers, employees, and agents as to Covered Products distributed, provided, or sold by Defendant (collectively, "Downstream Releasees"), for all Covered Products placed into the stream of commerce through the Effective Date for alleged violations of Proposition 65 based on exposure to Listed Chemicals from the Covered Products. Defendant Releasees and Downstream Releasees are sometimes collectively referred to herein as the "Released Parties." Defendant's compliance with the terms of this Consent Judgment shall be deemed to constitute compliance with Proposition 65 regarding alleged exposures to Listed Chemicals from the Covered Products. Nothing in this Section affects CAG's right to commence or prosecute an action under Proposition 65 against any person other than the Released Parties after the Effective Date. This Consent Judgment shall inure to the benefit of Downstream Releasees identified in this section, but is not binding on them.

5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,

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damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against Defendant Releasees and/or Downstream Releasees arising from any violation of Proposition 65 or any other statutory or common law regarding the alleged exposure of persons to the Listed Chemicals contained in Covered Products or any failure to warn about exposure to Listed Chemicals from Covered Products. In furtherance of the foregoing, as to alleged exposures to Listed Chemicals from Covered Products, CAG on behalf of itself only, hereby waives any and all rights and benefits which it now has, or in the future may have, conferred upon it with respect to Claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure and any alleged exposure of persons to Listed Chemicals from the Covered Products by virtue of the provisions of section 1542 of the California Civil Code, which provides as follows:

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

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

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statutory or common law regarding the failure to warn about exposure to Listed Chemicals from Covered Products as may exist as of the date of this release but which CAG does not suspect to exist, and which, if known, would materially affect its decision to enter into this Consent Judgment, regardless of whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

6. ENTRY OF CONSENT JUDGMENT

6.1 CAG shall, at no cost to Defendant, file a motion seeking approval of this Consent Judgment pursuant to California Health & Safety Code § 25249.7(f). Defendant shall reasonably cooperate with the approval process, but shall not be required to incur additional costs or fees except as expressly provided in this Consent Judgment. Upon entry of the Consent Judgment, CAG and Defendant each waive their respective rights to a hearing or trial on the allegations of the Complaint. Upon entry of an order approving this Consent Judgment, the Complaint in this action shall be deemed amended to include all the claims raised in the Notice.

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

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

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7. MODIFICATION OF JUDGMENT

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

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

8. RETENTION OF JURISDICTION

8.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms of this Consent Judgment under Code of Civil Procedure § 664.6. The Parties agree that the Released Parties are intended third-party beneficiaries of this Consent Judgment and may enforce its terms.

8.2 In any proceeding brought to enforce this Consent Judgment, the prevailing party, including any Released Party seeking to enforce the release or other protections in this Consent Judgment, shall be entitled to recover its reasonable attorney's fees and costs.

9. DUTIES LIMITED TO CALIFORNIA

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

10. SERVICE ON THE ATTORNEY GENERAL

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

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11. ATTORNEY FEES

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

12. GOVERNING LAW

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

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

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

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13. EXECUTION AND COUNTERPARTS

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

14. NOTICES

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

If to CAG:

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

If to Defendant:

Matthew S. Kenefick
Jeffer Mangels & Mitchell LLP
333 Bush Street, 11th Floor,
San Francisco, CA 94104
(415) 984-9677
Email: mkenefick@jeffer.com

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.

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AGREED TO:

Date: 8-27, 2026

Willard Bayer

Name: Willard Bayer

Title: President

CONSUMER ADVOCACY GROUP, INC.

AGREED TO:

Date: 8/27/2026, 2026

DocuSigned by:
Karen Leu
4841D28395A8475...

Name: Karen Leu

Title: Group SVP General Counsel

BURLINGTON COAT FACTORY OF TEXAS, INC.

IT IS SO ORDERED.

Date: _____

_____
JUDGE OF THE SUPERIOR COURT