

1 WILLIAM VERICK, SBN 140972
2 KLAMATH ENVIRONMENTAL LAW CENTER
3 P.O. Box 1128
4 Arcata, CA 95518
5 Telephone: (707) 630-5061
6 Facsimile: (707) 630-5064
7 Email: wverick@igc.org

8 DAVID WILLIAMS, SBN 144479
9 BRIAN ACREE, SBN 202505
10 1700 Ygnacio Valley Road, Suite 202
11 Walnut Creek, CA 94598
12 Telephone: (510) 847-2356
13 Facsimile: (925) 332-0352
14 Email: dhwill7@gmail.com
15 Email: brian@brianacree.com

16 Attorneys for Plaintiff
17 MATEEL ENVIRONMENTAL JUSTICE
18 FOUNDATION

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA
20 COUNTY OF SAN FRANCISCO

21 MATEEL ENVIRONMENTAL JUSTICE
22 FOUNDATION,

23 Plaintiff,

24 v.

25 MACY'S RETAIL HOLDINGS, LLC, et al.,

26 Defendants.

No. CGC-23-605530

CONSENT JUDGMENT

27 **1. INTRODUCTION**

28 1.1 This Consent Judgment is entered into to resolve plaintiff Mateel Environmental Justice Foundation's ("MEJF" or "Plaintiff") allegations that defendant Macy's Retail Holdings, LLC ("Macy's" or "Defendant") violated Proposition 65 (Health & Saf. Code § 25249.6, *et seq.* or "the Act") by marketing in California, lead-containing crystal glass drinkware and serveware without providing clear and reasonable warnings to its customers that this drink and serveware would expose them to lead, a chemical known to cause birth defects. Plaintiff and Macy's are hereafter sometimes

1 referred to collectively as the “Parties.” Plaintiff and Macy’s entered into this stipulation for consent
2 judgment (“Consent Judgment”) to resolve the above-referenced allegations that Macy’s violated
3 Proposition 65.

4 1.2 On May 8, 2001, the Court entered a consent judgment in *Mateel Environmental Justice*
5 *Foundation v. T.J. Maxx of California, LLC, et al.*, San Francisco Super. Court no. 313596 (the “*TJ*
6 *Maxx* Consent Judgment”), to which Macy’s West, Inc., Macy’s Department Stores, Inc., and Federated
7 Department Stores were parties. The *TJ Maxx* Consent Judgment required the settling defendants to
8 provide Proposition 65 warnings for leaded crystal products, as defined therein.

9 1.3 On May 8, 2001, the Court entered a consent judgment in *Mateel Environmental Justice*
10 *Foundation v. Bloomingdale’s Inc., et al.*, San Francisco Super. Court no. 317604 (the “*Bloomingdale’s*
11 *Consent Judgment*”), to which Bloomingdale’s, Inc. was a party. The *Bloomingdale’s* Consent
12 Judgment required the settling defendants to provide Proposition 65 warnings for leaded crystal
13 products, as defined therein.

14 1.4 As of the date of entry of this Consent Judgment (the “Effective Date”), defendant
15 Macy’s Retail Holdings, LLC, operates Macy’s and Bloomingdale’s stores and online retail sales in
16 California and is the successor to Macy’s West, Inc., Macy’s Department Stores, Inc., and Federated
17 Department Stores for purposes of the *TJ Maxx* Consent Judgment and to Bloomingdales, Inc., for
18 purposes of the *Bloomingdale’s* Consent Judgment. It is the intent of the Parties that this Consent
19 Judgment shall supersede the *TJ Maxx* Consent Judgment as to Macy’s West, Inc., Macy’s Department
20 Stores, Inc., and Federated Department Stores and the *Bloomingdale’s* Consent Judgments as to
21 Bloomingdale’s, Inc.

22 1.5 On or about March 16, 2022, MEJF served a 60-day notice of violation (“Notice”) on
23 the California Attorney General, the District Attorneys of every county in California, the City Attorneys
24 of every California city with a population greater than 750,000, and defendant Macy’s. The Notice
25 alleged that Macy’s through sales in Macy’s and Bloomingdale’s stores in California of leaded crystal
26 drinking vessels, including, but not limited to, leaded crystal tumblers, decanters, wine glasses,
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1 champagne flutes, and cocktail glasses (“Covered Products”), violated Proposition 65 by knowingly
2 and intentionally exposing persons to lead without first providing a clear and reasonable warning.

3 1.6 On or about March 30, 2023, MEJF, acting in the public interest pursuant to Health and
4 Safety Code § 25249.7(d), filed a Complaint for Civil Penalties and Injunctive Relief in San Francisco
5 County Superior Court, Case No. CGC-23-605530 against Macy’s (the “Complaint”) based on the
6 allegations contained in the Notice.

7 1.7 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
8 jurisdiction over the allegations of violations contained in the Notice and Complaint, personal
9 jurisdiction over Macy’s as to the acts alleged in the Notice and Complaint, that venue is proper in the
10 County of San Francisco, and that this Court has jurisdiction to enter this Consent Judgment as a full
11 and final settlement and resolution of the allegations contained in the Notice and Complaint, and of all
12 claims which were or could have been raised based on the facts alleged therein or arising therefrom.

13 1.8 The Parties enter into this Consent Judgment pursuant to a full and final settlement of
14 disputed claims between the Parties for the purpose of avoiding prolonged litigation. This Consent
15 Judgment and compliance with its terms shall not constitute an admission by Macy’s with respect to
16 any allegation made in the Notice or the Complaint, each and every allegation of which Macy’s denies.
17 Nor may this Consent Judgment or compliance with it be used in any proceeding as an admission or
18 evidence of any fact, wrongdoing, misconduct, culpability or liability on the part of Macy’s. Macy’s
19 expressly contends that all products it sells and/or has sold comply with all laws and are completely
20 safe for their intended use.

21 **2. INJUNCTIVE RELIEF-CLEAR AND REASONABLE WARNINGS**

22 2.1 The date notice of entry of this Consent Judgment by the court is filed and served upon
23 Macy’s shall be deemed the “Effective Date.” Except as set forth below, within thirty (30) business
24 days of the Effective Date, Macy’s shall provide Proposition 65 warnings by one of the methods
25 described in Sections 2.2 through 2.6 for all Leaded Crystal Products. “Leaded Crystal Products” for
26 purposes of this Consent Judgment shall be defined as Covered Products that are intended for use in
27 storing or serving food or drink sold in California, except for Covered Products that are made from
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1 crystal glass as defined by categories 3 and/or 4 of Annex I of the European Union's Council Directive
2 69/493 EEC and that contains no intentionally added lead as any ingredient in the product. Such no
3 intentionally added lead Covered Product shall be referred to in this Consent Judgment as Crystalline.¹
4 No warning shall be required for Crystalline.

5 2.2 Leaded Crystal Products sold in California Retail Stores. Unless the manufacturer or
6 supplier of a Leaded Crystal Product has provided a Proposition 65 warning on the product or its
7 packaging, Macy's shall provide a warning by one or more of the following methods.

8 2.2.1 On-Product Warnings. A warning may be affixed to the Leaded Crystal Product
9 or its packaging (if the product is sold in packaging). The product or package warning shall consist of
10 the following: a symbol consisting of a black exclamation point in a yellow equilateral triangle with a
11 bold black outline. Where the product or its packaging is not printed using the color yellow, the symbol
12 may be printed in black and white. The symbol shall be placed to the left of the text of the warning, in
13 a size no smaller than the height of the word "WARNING." The language of the warning shall be one
14 of the two alternatives below:

15 (a) [California Proposition 65] **WARNING:** This product can expose
16 you to chemicals including lead, which are known to the State of California to cause [cancer, and] birth
17 defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

18 Or:

19 (b) [California Proposition 65] **WARNING:** Consuming foods or
20 beverages that have been kept or served in leaded crystal products will expose
21 you to lead, a chemical known to the State of California to cause birth defects or
22 other reproductive harm. For more information go to www.P65Warnings.ca.gov.

23 Language in brackets is optional. If a label used to provide a warning for a Macy's private label
24 Leaded Crystal Product includes consumer information about a product in a language other than
25 English, the warning must also be provided in that language in addition to English. This language
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27
28 ¹ Crystalline is intended to have the same meaning and definition as provided in the consent
judgments in San Francisco Superior Court Case Nos and CGC 21-592209 and CGC 22-599086.

1 requirement shall not apply to any Leaded Crystal Products that are not sold under a Macy's private
2 label.

3 2.2.2 Point-of-Sale Warnings: Macy's may provide a warning by posting signs at each
4 retail outlet it owns or operates in California at which Leaded Crystal Products are sold. Warning signs
5 shall be provided in such a way that an ordinary consumer will understand the individual product or
6 products to which the warning pertains. The warning sign shall contain the warning language required
7 in Section 2.2.1 and shall be displayed in a sufficiently conspicuous manner to be seen and read by
8 ordinary consumers before completing the purchase.

9 2.2.3 Point-of-Display Warnings: Macy's may provide a warning containing the
10 language above in Section 2.2.1 on a shelf sign displayed at each point of display of Leaded Crystal
11 Products. Warning signs shall be provided in such a way that an ordinary consumer will understand the
12 individual product or products to which the warning pertains. The warning sign shall contain the
13 warning language required in Section 2.2.1 and shall be displayed in a sufficiently conspicuous manner
14 to be seen and read by ordinary consumers before completing the purchase.

15 2.2.4 Alternate In-Store Warnings. In lieu of on-product warnings pursuant to Section
16 2.2.1 or point-of-sale warnings pursuant to Section 2.2.2, Macy's may provide a warning to consumers
17 through a consumer-facing electronic display or process that automatically provides the warning to the
18 purchaser prior to or during the purchase of the Leaded Crystal Product, without requiring the consumer
19 to seek out the warning. The warning shall be displayed in a sufficiently conspicuous manner, and for
20 a sufficient period of time, such that it can be seen and read by ordinary consumers before completing
21 the purchase. Any such alternative in-store warning must also be provided in such a way that an
22 ordinary consumer will understand the individual product or products to which the warning pertains.

23 2.3 Internet Warnings. Warnings for internet sales of Leaded Crystal Products to California
24 customers can be provided by utilizing the same warning language above in Section 2.2.1. The warning
25 or a clearly marked hyperlink using the word "WARNING" shall be displayed on the product details
26 page or shall otherwise be prominently displayed to the purchaser prior to completing the purchase. If
27 used, the hyperlink shall state "[California Proposition 65] Warning." Language in brackets is optional.
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1 Clicking on the hyperlink shall link to a page that provides one of the warnings set forth in Section
2 2.2.1 above.

3 2.4 Macy's compliance with the requirements of this Section 2 shall be deemed compliance
4 with the warning requirements of Proposition 65 as to Covered Products sold to California customers
5 at: (1) the stores owned or operated by Macy's and its affiliates or (2) through Macy's websites.

6 2.5 Any changes to the language, format, size, or posting location of the warnings required
7 by this Consent Judgment shall only be made following receipt of written approval from either MEJF
8 or the California Attorney General's office. Notwithstanding the foregoing, Macy's may revise
9 warnings consistent with any amendments to the Proposition 65 safe harbor warning regulations
10 (currently codified at Cal. Code Regs., tit. 27, §§ 25600 *et. seq.*) adopted after the Effective Date,
11 without seeking approval from MEJF, the Attorney General, or the Court, provided that (i) such
12 amendments apply to warnings required for exposure to lead from Lead Crystal Products, and (ii)
13 Macy's first provides MEJF with notice of its intent to do so.

14 2.6 The warning requirements contained in this Consent Judgment shall have no application
15 to Covered Products sold to or shipped by Macy's to customers outside the State of California.

16 **3. MONETARY RELIEF**

17 3.1 In settlement of all the claims referred to in the Notice, the Complaint, and this Consent
18 Judgment, Macy's shall pay a total of \$90,000 in complete resolution of any claim for civil penalties,
19 payments in lieu of penalties, or other monetary relief of any kind except for MEJF's attorney's fees as
20 set forth in Section 4 below. In consideration of Macy's agreement to take reasonable commercial
21 efforts to cease selling Leaded Crystal Products in Macy's stores in California and to California
22 customers from macys.com by the Effective Date, Mateel has agreed to reduce the total civil penalties
23 due under this Consent Judgment by \$50,000.

24 3.2 Macy's shall make an initial civil penalty payment of \$40,000. This initial civil penalty
25 payment will be allocated in accordance with California Health and Safety Code section 25249.12(c)(1)
26 & (d), with \$30,000 paid to the California Office of Environmental Health Hazard Assessment
27 ("OEHHA") and \$10,000 paid to MEJF. Macy's will deliver the initial penalty payment to MEJF no
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1 later than 5 business days after the Effective Date. MEJF's counsel shall be solely responsible for
2 delivering to OEHHHA its portion of the penalties paid under this Consent Judgment.

3 3.3 If within nine (9) months after this Consent Judgment is approved and entered by the
4 Court, Macy's certifies to Plaintiff in writing that it has completely stopped selling Leaded Crystal
5 Products in Bloomingdale's stores in California and to California customers from bloomingdales.com,
6 then the remaining \$50,000 of the total amount of civil penalties shall no longer be due or payable. If
7 Macy's does not so certify within the nine (9) month period as to Leaded Crystal Products sold at
8 Bloomingdales, then the remaining \$50,000 shall be paid within 5 days of the end of the nine (9) month
9 period. This payment shall be divided as follows: 75% of any payment shall be paid to the Office of
10 Environmental Health Hazard Assessment as the State of California's share of the civil penalties
11 assessed in this case; and 25% shall be paid to plaintiff, Mateel Environmental Justice Foundation as
12 Mateel's share of the civil penalties assessed in this case.

13 3.4 The penalty payment(s) above shall be mailed to the attention of William Verick,
14 Klamath Environmental Law Center, 799 H Street, P.O. Box 1128, Arcata, CA 95518.

15 **4. ATTORNEYS' FEES**

16 No later than five (5) business days after the Effective Date, for all work performed through
17 the Court's entry of this Consent Judgment, Macy's shall pay the sum of \$190,000 to the "Klamath
18 Environmental Law Center" as reimbursement for any and all expenses and attorneys' fees incurred
19 by MEJF in this matter. The reimbursement shall cover all attorney's fees, investigative fees, and all
20 other fees and expenses of any kind incurred by MEJF investigating, bringing this matter to Macy's'
21 attention, litigating and negotiating a settlement of the matter in the public interest, and obtaining
22 court approval of this Consent Judgment. Macy's shall deliver the payment required hereunder to the
23 attention of William Verick, Klamath Environmental Law Center, 799 H Street, P.O. Box 1128,
24 Arcata, CA 95518.

25 **5. ENFORCEMENT OF JUDGMENT/STIPULATED REMEDIES**

26 The terms of this Consent Judgment are enforceable only by and among the Parties hereto.
27 Plaintiff agrees that before initiating any enforcement action under this Consent Judgment, it will
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1 provide written notice of the alleged violation to Settling Defendant. The notice of alleged violation
2 shall include an identification of all Settling Defendant's California stores that sold or are selling
3 Leaded Crystal Products without a compliant warning under this Consent Judgment, and all other
4 alleged sales of Leaded Crystal Products without a warning as of the date of such notice, including
5 any alleged brands or styles and SKU numbers or Web IDs of such Covered Products sold without a
6 warning and the alleged dates of such sales. Provided that after the first notice of alleged violation
7 of this Consent Judgment Settling Defendant corrects such alleged violation and provides evidence
8 to MEJF within 30 days of that first notice, Settling Defendant shall have no monetary liability of
9 any kind for such alleged violation. All previous notices of alleged violation of the Consent
10 Judgment shall be deemed resolved by this Consent Judgment and any new notice of alleged
11 violation served after June 1, 2024 shall be deemed the first. Thereafter, for any subsequent notices
12 of violation, the Parties shall meet and confer in good faith to determine if an appropriate resolution
13 can be reached. If no resolution can be reached concerning any subsequent notice of violation,
14 MEJF may bring a motion to enforce the terms of this Consent Judgment. No party shall bring a
15 motion to enforce the terms of this Consent Judgment without first providing written notice to the
16 other party and meeting and conferring about the alleged violation for a period of at least 30 days.
17 MEJF shall be entitled to its reasonable attorneys' fees and costs in connection with any successful
18 motion to enforce the terms of this Consent Judgment.

19 **6. MATTERS COVERED BY THIS CONSENT JUDGMENT**

20 As to Covered Products, this Consent Judgment is a full, final and binding resolution between
21 Plaintiff, acting on behalf of the public interest pursuant to Health and Safety Code § 25249.7(d), on
22 the one hand, and Macy's, on the other hand, of any actual or alleged violation of Proposition 65, up
23 through the Effective Date based on exposure to lead from the Covered Products as set forth in the
24 Complaint and Notices, as well as all claims made or which could have been made in the Notice
25 and/or the Complaint, of any claim that Macy's or its predecessors failed to comply with the terms of
26 the *TJ Maxx* Consent Judgment and/or *Bloomingdale's* Consent Judgment. Compliance with the
27 terms of this Consent Judgment resolves any issue, now and in the future, concerning compliance by
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1 Macy's and/or its affiliates, subsidiaries, divisions, successors, assigns, distributors, licensors,
2 licensees, retailers, and/or customers (collectively "Releasees") with the requirements of Proposition
3 65 with respect to lead exposures alleged to have been caused by Covered Products. The releases
4 provided by this Consent Judgment pertain only to causes action that arose or may have arisen or that
5 are alleged to have arisen up to and including the Effective Date of this Consent Judgment.

6 **7. COMPREHENSIVE AND GLOBAL RELEASE**

7
8 7.1 As to Covered Products, MEJF, for itself, and its agents and attorneys (but not on behalf
9 of the Public Interest) releases and forever discharges any and all claims against Macy's and Releasees
10 arising from any actual or alleged violation of Proposition 65 any claim that Macy's or its predecessors
11 failed to comply with the terms of the *TJ Maxx* Consent Judgment and/or *Bloomingtondale's* Consent
12 Judgment, or any other statutory, common law or other claim, that was or could have been asserted
13 against Macy's or Releasees based on the facts alleged in the Notice and Complaint, or facts similar
14 to those alleged. As to Covered Products, MEJF, for itself, and its agents and attorneys, releases and
15 forever discharges any and all claims against Macy's and Releasees arising from any actual or alleged
16 violation of Proposition 65 or any other statutory, common law or other claim, that was or could have
17 been asserted against such entities based on the facts alleged in the Notice and Complaint, or facts
18 similar to those alleged.

19 7.2 In furtherance of the Parties' intention that this Consent Judgment shall be effective as
20 a full and final accord, satisfaction and release as to Macy's and Releasees of and from any and all
21 matters hereby released, MEJF, on its own, and on behalf of its agents and attorneys, acknowledges
22 familiarity with and understanding of California Civil Code § 1542, which provides as follows:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
24 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
25 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
26 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
27 THE DEBTOR.

28 To the extent that Section 1542 or any similar law or statute may otherwise apply to this
Consent Judgment or the claims released, MEJF hereby waives and relinquishes as to all matters
released hereunder all rights and benefits it has, or may have, under Section 1542 or under the

1 laws or common law of any other jurisdiction to the same or similar effect. MEJF further
2 acknowledges that, subsequent to the execution of this Consent Judgment, it may discover claims
3 that were unsuspected at the time this Consent Judgment was executed, and which might have
4 materially affected its decision to execute this Consent Judgment, but nevertheless MEJF releases
5 Macy's and Releasees from any and all such claims whether known or unknown, suspected or
6 unsuspected, at the time of the execution of this Consent Judgment.

7 7.3 The releases provided in this Consent Judgment pertain only to causes action that arose
8 or may have arisen or that are alleged to have arisen up to and including the Effective Date of this
9 Consent Judgment.

10 7.4 Within 30 days of receipt of the initial penalty payment and attorney's fees payment by
11 Macy's pursuant to Sections 3 and 3.1, MEJF shall file an application or motion to terminate the (i)
12 injunctive provisions of the *TJ Maxx* Consent Judgment as to defendants Macy's West, Inc., Macy's
13 Department Stores, Inc., and Federated Department Stores, Inc.; and (ii) the injunctive provisions of
14 the *Bloomingdale's* Consent Judgment as to defendant Bloomingdale's, Inc. Macy's shall provide
15 reasonable cooperation to effectuate the termination of injunctive relief, including but not limited to
16 stipulating to such termination as successors-in-interest to Macy's in those prior matters, if required.

17 7.5 Notwithstanding any other provision in this Consent Judgment, no release is given to
18 Baccarat, Inc. or Hermes USA.

19 **8. APPLICATION OF JUDGMENT**

20 The terms of this Consent Judgment shall apply to and be binding upon MEJF and all
21 plaintiffs acting in the public interest pursuant to Health and Safety Code § 25249.7 and Macy's, and
22 its successors or assigns. The terms of this Consent Judgment were submitted to the California
23 Attorney General's office prior to the entry of this Consent Judgment by the Court.

24 **9. MODIFICATION OF JUDGMENT**

25 This Consent Judgment may be modified only by written agreement of the Parties and upon
26 entry of a modified Consent Judgment by the Court thereon, or upon motion of any Party as provided
27 by law and upon entry of a modified Consent Judgment by the Court. Notwithstanding any other
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1 provision of law, or the refusal to consent thereto by MEJF, the warning provisions of Section 2 may
2 be modified upon a showing that the Attorney General's office consents in writing to such
3 modification. Any request to the Attorney General to modify this Consent Judgment must be
4 simultaneously served on MEJF with an opportunity for MEJF to provide its views on any proposed
5 modification to the Attorney General and to Macy's.

6 **10. TERMINATION OF JUDGMENT**

7 Commencing on the fifth anniversary of the Effective Date, Macy's may terminate the
8 injunctive relief in Section 2 of this Consent Judgment by filing a notice of voluntary termination and
9 serving the notice on Plaintiff and the Attorney General.

10 **11. NOTICE**

11 11.1 When any Party is entitled to receive any notice or report under this Consent Judgment,
12 the notice or report shall be sent by certified mail or overnight courier service and email to the following
13 persons:

14 For MEJF:

15 William Verick
16 Klamath Environmental Law Center
17 1125 Sixteenth Street, Suite 204,
18 Arcata, CA 95521
19 wverick@igc.org

20 For Macy's:

21 Chief Legal Officer
22 Macy's Retail Holdings, LLC
23 151 W. 34th Street
24 New York, NY 10001
25 serviceofprocess@macy's.com

26 Jeffrey Margulies
27 Norton Rose Fulbright US LLP
28 555 South Flower Street, 41st Floor
Los Angeles, CA 90071
jeff.margulies@nortonrosefulbright.com

11.2 Any Party to this Consent Judgment may modify the person and address to whom notice
is to be sent by sending each other Party notice in accordance with this Section.

1 **12. AUTHORITY TO STIPULATE**

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

5 **13. RETENTION OF JURISDICTION**

6 This Court shall retain jurisdiction of this matter to implement this Consent Judgment.

7 **14. JOINT PREPARATION**

8 The Parties have jointly participated in the preparation of this Consent Judgment and this
9 Consent Judgment is the result of the joint efforts of the Parties. Accordingly, any uncertainty or
10 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of
11 the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment agrees
12 that any statute or rule of construction providing that ambiguities are to be resolved against the
13 drafting Party should not be employed in the interpretation of this Consent Judgment and, in this
14 regard, the Parties hereby waive California Civil Code § 1654.

15 **15. ENTIRE AGREEMENT**

16 This Consent Judgment contains the sole and entire agreement and understanding of the
17 Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,
18 commitments and understandings related hereto are merged herein. No representations, oral or
19 otherwise, express or implied, other than those contained herein have been made by any Party hereto
20 with respect to the subject matter hereof. No other agreements not specifically referred to herein, oral
21 or otherwise, shall be deemed to exist or to bind any of the Parties with respect to the subject matter
22 hereof.

23 **16. GOVERNING LAW**

24 The laws of the State of California shall govern the validity, construction and performance of
25 this Consent Judgment.
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17. EXECUTION IN COUNTERPARTS

This Consent Judgment may be executed in counterparts and/or by facsimile or pdf, which taken together shall be deemed to constitute one original document.

18. COURT APPROVAL

If the Court does not approve this Consent Judgment, it shall be of no force or effect, and cannot be used in any proceeding for any purpose.

IT IS SO STIPULATED:

DATED: 10-16-24

KLAMATH ENVIRONMENTAL LAW CENTER

By: 

William Verick

Attorneys for Plaintiff

MATEEL ENVIRONMENTAL
JUSTICE FOUNDATION

MACY'S RETAIL HOLDINGS, LLC

DATED: _____

By: _____

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

JUDGE OF THE SUPERIOR COURT