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KOHL'S, INC.
KOHL,S CORPORATION

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

11
12 CA CITIZEN PROTECTION GROUP,
13 LLC,
14 Plaintiff,
15 v.
16
17 NEW VIEW GIFTS & ACCESSORIES,
18 LTD.; KOHL'S, INC.; KOHL'S
CORPORATION; and DOES 1 to 50,
19 Defendants.
20

Case No.: 24CV100414
(Assigned for All Purposes to:
Hon. Peter Borkon – Dept. 15)
**[PROPOSED] STIPULATED
CONSENT JUDGMENT**
[California Health & Safety Code,
sections 25249.5 *et seq.*]
Complaint Filed: November 20, 2024
Trial Date: None Set

21
22 **STIPULATED CONSENT JUDGMENT**

23
24 Plaintiff CA CITIZEN PROTECTION GROUP, LLC (“CCPG” or “Plaintiff”), on the
25 one hand, and Defendants NEW VIEW GIFTS & ACCESSORIES, LTD. (“New View”);
26 KOHL'S, INC.; KOHL'S CORPORATION (together with Kohl's, Inc., “Kohl's”, and Kohl's
27 together with New View, collectively referred to as the “Defendants”), on the other hand,
28 hereby enter into this Stipulated Consent Judgment (this “Consent Judgment”) as follows:

1 WHEREAS, on or about May 16, 2024, CCPG served a Sixty-Day Notice of Intent to
2 Sue for Violations of the Safe Drinking Water and Toxic Enforcement Act of 1986 (the
3 “Notice”) upon each of the Defendants, the California Attorney General, the District Attorneys
4 of every County in the State of California, and the City Attorneys for every City in the State of
5 California with a population greater than 750,000 (collectively, “Public Prosecutors”), alleging
6 that the Defendants violated California’s Safe Drinking Water and Toxic Enforcement Act of
7 1986, California Health and Safety Code (“HSC”) § 25249.5, *et seq.*, and its implementing
8 regulations (collectively, “Proposition 65”) and that CCPG intended to file an enforcement
9 action against the Defendants in the public interest (the “Notice”);

10 WHEREAS, CCPG alleges that the Defendants manufactured, imported, distributed,
11 sold and/or offered for sale in California the following “Covered Product” (as defined below):
12 Poppy Flowers Gardening Gloves, UPC: 60668351921.

13 WHEREAS, CCPG alleged in the Notice that persons in the State of California were
14 exposed to Di-n-butyl Phthalate (“DBP”) in the Covered Product without being provided the
15 Proposition 65 warning set out at California Health and Safety Code § 25249.6 and its
16 implementing regulations (“Proposition 65 Warning”);

17 WHEREAS, the Defendants deny the allegations of the Notice, deny that they have
18 violated Proposition 65, and deny that they have engaged in any wrongdoing whatsoever;

19 WHEREAS, on November 20, 2024, Plaintiff filed a Complaint against the Defendants
20 for civil penalties, injunctive relief and reimbursement of its reasonable attorneys’ fees and
21 costs (the “Complaint”) in Alameda County Superior Court, pending as Case No.
22 24CV100414 (the “Action”). CCPG contends in the Complaint that the Defendants

23 knowingly and intentionally exposed California consumers to DBP, a substance known to
24 cause birth defects or other reproductive harm, through the sale of the Covered Product; and

25 WHEREAS, Plaintiff and the Defendants wish to resolve their differences without the
26 delay and expense of prolonged litigation in the Action.

27 NOW THEREFORE BE IT RESOLVED AND AGREED UPON AS BETWEEN
28 PLAINTIFF ACTING IN THE PUBLIC INTEREST AND DEFENDANTS AS FOLLOWS:

1 **1. INTRODUCTION**

2 1.1. On May 16, 2024, Plaintiff served the Defendants and Public Prosecutors with
3 the Notice alleging that the Defendants violated Proposition 65 when they failed to warn
4 consumers that the Covered Product exposes consumers to DBP in violation of Proposition 65.

5 1.2. No Public Prosecutor commenced nor is diligently prosecuting the allegations
6 set forth in the Notice.

7 1.3. Each of the Defendants employ ten (10) or more persons.

8 1.4. For the purposes of this Consent Judgment and litigation, Plaintiff alleges that
9 each of the Defendants is a person in the course of doing business.

10 1.5. Consent to Jurisdiction. For purposes of this Consent Judgment only, Plaintiff
11 and each of the Defendants (each a “Party, and collectively, the “Parties”) stipulate that (1)
12 this Court has jurisdiction over the allegations of violations contained in the Complaint, and
13 personal jurisdiction over the Defendants as to the acts alleged in the Complaint; (2) venue is
14 proper in the County of Alameda for the Action; and (3) this Court has jurisdiction to approve,
15 enter and oversee the enforcement of this Consent Judgment as a full and final binding
16 resolution of all claims which were or could have been raised in the Complaint based on the
17 facts alleged therein with respect to the Covered Product, and of all claims which were or
18 could have been raised by any person or entity based on or arising from the facts alleged in the
19 Notice or the Action with respect to Covered Product (collectively, “Proposition 65 Claims”).

20 1.6. The Parties enter into this Consent Judgment as a full and final settlement of the
21 Proposition 65 Claims, for the purpose of avoiding prolonged and costly litigation, and
22 resolving the issues raised therein. By executing and agreeing to the terms of this Consent
23 Judgment, the Parties do not admit any fact, conclusion of law, or violation of law, nor shall
24 the Defendants’ compliance with this Consent Judgment be construed as an admission by the
25 Defendants of any fact, conclusion of law, or violation of law. The Defendants deny the
26 material, factual, and legal allegations in the Notice and the Complaint, and deny any
27 wrongdoing whatsoever.

1 1.7. No Effect on Future Proceedings. Except as expressly set forth herein, nothing
2 in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, claim
3 or defense the Parties may have in any other or future legal proceedings which do not arise out
4 of the Action.

5
6 **2. CERTAIN DEFINITIONS**

7 2.1. “Effective Date” shall mean the date the Consent Judgment has been approved
8 and entered by the Court.

9 2.2. “Covered Product” shall mean: Poppy Flowers Gardening Gloves, UPC:
10 606683519213.

11
12 **3. INJUNCTIVE RELIEF: REFORMULATION AND WARNINGS**

13 3.1. Reformulation of Covered Product. Commencing within ninety (90) days after
14 the Effective Date, Covered Product that Defendants directly manufacture, import, distribute,
15 sell, or offer for sale in California shall either: (a) be Reformulated Products pursuant to
16 Section 3.2, below; or (b) be labeled with a clear and reasonable warning pursuant to Sections
17 3.3 and 3.4, below.

18 3.1.1 For purposes of this Consent Judgment, a “Reformulated Product” is a
19 Covered Product that is in compliance with the standard set forth in Section 3.2 below.

20 3.1.2 The warning requirement set forth in Sections 3.3 and 3.4 shall not apply
21 to any Reformulated Product.

22 3.2. Reformulation Standard. “Reformulated Product” shall mean Covered Product
23 that contain concentrations less than or equal to 0.1% (1,000 parts per million (ppm)) of DBP
24 when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies
25 3580A and 8270C or other methodology utilized by federal or state government agencies for
26 the purpose of determining the phthalate content in a solid substance.

27 3.3. Clear and Reasonable Warning. Commencing within ninety (90) days after the
28 Effective Date, and continuing thereafter, a clear and reasonable exposure warning as set forth

1 in this Section 3.3 and Section 3.4 must be provided for all Covered Product that the
2 Defendants manufacturer, import, distribute, sell, or offer for sale in California that is not a
3 Reformulated Product. There shall be no obligation for the Defendants to provide a warning
4 for Covered Product that enters the stream of commerce prior to the Effective Date. The
5 warning shall consist of either the Warning or Alternative Warning described in subsections
6 3.3(a) or (b) below, respectively:

7 (a) **Warning.** The “Warning” shall consist of the statement:

8 **▲ WARNING: This product can expose you to chemicals,**
9 **including Di-n-butyl Phthalate (DBP), which are known to the**
10 **State of California to cause birth defects or other reproductive**
11 **harm. For more information, go to www.P65Warnings.ca.gov.**

12 (b) **Alternative Warning:** Defendants may, but are not required to,
13 use the alternative short-form warning as follows:

14 **▲ WARNING: Risk of reproductive harm from exposure to Di-n-butyl**
15 **Phthalate (DBP) – See www.P65Warnings.ca.gov.**

16 3.4. A **Warning** or **Alternative Warning** provided pursuant to Section 3.3 must
17 print the word “**WARNING:**” in all capital letters and in bold font, followed by a colon. The
18 warning symbol to the left of the word “**WARNING:**” must be a black exclamation point in a
19 yellow equilateral triangle with a black outline, except that if the sign or label for the Covered
20 Product does not use the color yellow, the symbol may be in black and white. The symbol
21 must be in a size no smaller than the height of the word “**WARNING**”. The warning shall be
22 affixed to or printed on the Covered Product’s packaging or labeling providing that the
23 warning is displayed with such conspicuousness, as compared with other words, statements, or
24 designs as to render it likely to be read and understood by an ordinary individual under
25 customary conditions of purchase or use. A warning may be contained in the same section of
26 the packaging, labeling, or instruction booklet that states other safety warnings, if any,
27 concerning the use of the Covered Product and shall be at least the same size as those other
28 safety warnings.

1 3.5. Internet Sales. In addition to affixing the warning or alternative warning as
2 provided for above, to the Covered Product’s packaging or labeling, the warning or alternative
3 warning shall be posted on websites where each of the Defendants offers products for sale to
4 consumers in California. The requirements of this Section shall be satisfied if the warning or
5 alternative warning, or a clearly marked hyperlink using the word “WARNING,” appears on
6 the product display page, or by otherwise “prominently displaying” the warning to the
7 purchaser prior to completing the purchase. For purposes of this subsection, a warning is not
8 “prominently displayed” if the purchaser must search for it in the general content of the
9 website.

10 3.6. Language Other than English. Where the label or packaging of the Covered
11 Product used to provide a warning includes consumer information about the Covered Product
12 in a language other than English, the warning must also be provided in that language in
13 addition to English.

14 3.7. Compliance with Warning Regulations. The Defendants shall be deemed to be
15 in compliance with the warning requirements of this Consent Judgment by adhering to
16 Section 3, as applicable, of this Consent Judgment or by complying with any of the safe harbor
17 warning requirements applicable to the Covered Product and chemical at issue as set forth in
18 the regulations of the State of California’s Office of Environmental Health Hazard Assessment
19 (“OEHHA”) and in effect after the Effective Date.

20
21 **4. MONETARY RELIEF**

22 4.1. Total Amount of Settlement. In full satisfaction of all civil penalties and
23 CCPG’s attorney’s fees, expert fees and all other costs and expenses incurred, including,
24 without limitation, pursuant to California Code of Civil Procedure § 1021.5, with respect to
25 the Action and the Covered Product, the Defendants shall pay the total settlement amount of
26 Twenty-Seven Thousand Dollars (\$27,000), apportioned as follows.

27 4.1.1 Civil Penalty. Of the settlement amount, New View shall pay One
28 Thousand Dollars (\$1,000) as a civil penalty pursuant to HSC § 25249.7(b), to be apportioned

1 in accordance with HSC § 25192, with 75% of these funds (\$750) payable to OEHHA and the
2 remaining 25% of the funds (\$250) payable to “Khansari Law Corporation - Trust Account” in
3 trust for CCPG as provided by HSC § 25249.12(d).

4 4.1.2 Attorneys’ Fees and Costs. Of the settlement amount, New View shall
5 pay Twenty-Six Thousand Dollars (\$26,000) as reimbursement of CCPG’s attorney’s fees and
6 costs incurred in the Action payable to “Khansari Law Corporation – Trust Account”.

7 4.2. Delivery of Settlement Payments. The Settlement payments called for in Section
8 4.1 shall be made within ten (10) days of the Effective Date as follows:

9 4.2.1. New View’s payment of the civil penalty to OEHHA shall be delivered by
10 United States Mail directly to OEHHA (with an electronic copy emailed to
11 andre@khansarilaw.com) at the following address or such other address as updated by OEHHA
12 at the time of payment:

13 Mike Gyurics
14 Fiscal Operations Branch Chief
15 Office of Environmental Health Hazard Assessment
16 P.O. Box 4010
17 Sacramento, CA 95812-4010

18 4.2.2. New View’s payment of the civil penalty to CCPG and for CCPG’s
19 attorney’s fees and costs shall be delivered via electronic wire (wire instructions to be provided
20 by CCPG upon request), or check via tracked overnight mail, or to the following address:

21 Andre A. Khansari, Esq.
22 KHANSARI LAW CORPORATION
23 Warner Center Towers
24 21650 Oxnard Street, Suite 1540
25 Woodland Hills, CA 91367

26 5. **CLAIMS COVERED, RELEASE AND DISMISSAL OF DEFENDANTS**

27 5.1. Plaintiff’s Private Release. CCPG, acting on its own behalf and on behalf of
28 each of its past, current, and future agents, owners, principals, shareholders, officers, directors,
employees, parents, subsidiaries, successors, assigns, and legal representatives (collectively
referred to as “CCPG Releasers”) fully releases and waives any right to participate (directly or

1 indirectly) in any litigation against the Defendants (namely New View and/or Kohl's), and (a)
2 each of their respective equity owners, parents, subsidiaries, affiliates, sister and related
3 companies, (b) each of their upstream suppliers and all downstream entities in the stream of
4 commerce including but not limited to distributors, wholesalers, customers, retailers,
5 franchisees, cooperative members, and licensees, and (c) the employees, shareholders, officers,
6 directors, members, managers, equity owners, insurers, attorneys, predecessors, successors,
7 and assigns of any of the entities identified in subsections (a) and (b) (collectively referred to
8 as "Released Parties"), from all claims, actions, suits, demands, liabilities, damages, penalties,
9 fees (including but not limited to attorneys' fees, investigator fees, and expert fees), costs, and
10 expenses (collectively referred to as "Claims") that have been brought, or which could have
11 been brought, in the Action, whether known or unknown, suspected or unsuspected, up to and
12 including the Effective Date.

13 **5.2. Plaintiff's Public Release.** Plaintiff on behalf of itself, and in its representative
14 capacity in the public interest under Health & Safety Code Section 25249.7, hereby releases
15 and discharges the Released Parties from any and all Claims, actions, causes of action, suits,
16 demands, liabilities, damages, penalties, fees (including but not limited to attorneys' fees,
17 investigator fees, and expert fees), costs and expenses asserted, or that could have been
18 asserted with respect to any alleged violation of Proposition 65 arising from the failure to
19 provide Proposition 65 warnings about exposures to DBP from the Covered Product, through
20 and including the Effective Date.

21 **5.3. Release of Unknown Claims.** It is possible that other claims not known to the
22 Parties arising out of the facts contained in the Notice or alleged in the Complaint relating to
23 the Covered Product will hereafter be discovered. Plaintiff, on behalf of itself only, on the one
24 hand, and Defendants, on the other hand, acknowledge that this Consent Judgment is expressly
25 intended to cover and include all such claims through and including the Effective Date,
26 including all rights of action thereon. Plaintiff and the Defendants acknowledge that the
27 claims released in Sections 5.1 and 5.2 may include unknown claims, and nevertheless intend
28

1 to release such claims, and in doing so waive California Civil Code § 1542 which reads as
2 follows:

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

10 Plaintiff understands and acknowledges that the significance and consequence of this
11 waiver of California Civil Code § 1542 is that even if Plaintiff suffers future damages arising
12 out of, resulting from, or related to the Covered Product, Plaintiff will not be able to make any
13 claim for those damages against any of the Released Parties except as permitted under this
14 Consent Judgment.

15 5.4. Compliance by the Defendants with the terms of this Consent Judgment shall
16 constitute compliance with Proposition 65 with respect to exposure to DBP in the Covered
17 Product as set forth in the Notice and/or the Complaint.

18 5.5. **Release of Plaintiff.** The Defendants waive any and all claims against Plaintiff,
19 its attorneys, and representatives, for any and all actions taken, or statements made (or those
20 that could have been taken or made) by Plaintiff and its attorneys and other representatives,
21 whether in the course of investigating claims or otherwise seeking enforcement of Proposition
22 65 arising out of or related to the Notice and/or the Action.

23 **6. COMPLIANCE WITH HEALTH AND SAFETY CODE SECTION 25249.7(f)**

24 Plaintiff and its attorneys agree to comply with the reporting form requirements
25 referenced in California Health and Safety Code § 25249.7(f).

26
27 **7. NOTICE**
28

1 7.1. When any Party is entitled to receive any notice or writing under this Consent
2 Judgment, the notice or writing shall be sent by first class certified mail with return receipt
3 requested with a courtesy copy via email, or by electronic mail, as follows:

4 To Defendant New View:

5 Emily Weissenberger
6 Faegre Drinker Biddle & Reath LLP
7 Four Embarcadero Center, 27th FL
8 San Francisco, CA 94111
9 Tel.: 415-591-7505
 Email: Emily.weissenberger@faegredrinker.com

10 To Defendant Kohl's:

11 Emily Weissenberger
12 Faegre Drinker Biddle & Reath LLP
13 Four Embarcadero Center, 27th FL
14 San Francisco, CA 94111
15 Tel.: 415-591-7505
 Email: Emily.weissenberger@faegredrinker.com

16 To Plaintiff CCPG:

17 Andre A. Khansari, Esq.
18 KHANSARI LAW CORPORATION
19 21650 Oxnard Street, Suite 1540
20 Woodland Hills, California 91367
21 Tel.: (818) 650-6444
 Email: *Andre@Khansarilaw.com*

22 7.2. Any party may modify the person and address to whom the notice is to be sent
23 by sending the other Party notice that is transmitted in the manner set forth in Section 7.1
24 above.

25
26 8. **COURT APPROVAL.** Upon execution of his Consent Judgment by all Parties,
27 Plaintiff shall prepare and file a Motion for Approval of this Consent Judgment, and any
28 related or required ancillary documents. This Consent Judgment shall not become effective

1 until approved and entered by the Court. If this Consent Judgment is not entered by the Court,
2 it shall be of no force or effect and shall not be introduced into evidence or otherwise used in
3 any proceeding for any purpose.
4

5 **9. GOVERNING LAW AND CONSTRUCTION.** The terms of this Consent Judgment
6 shall be governed by the laws of the State of California.
7

8 **10. ENTIRE AGREEMENT**

9 10.1. This Consent Judgment contains the sole and entire agreement and
10 understanding of the Parties with respect to the entire subject matter hereof, and any and all
11 prior discussions, negotiations, commitments, or understandings related thereto, if any, are
12 hereby incorporated into this Consent Judgment.

13 10.2. There are no warranties, representations, or other agreements between the Parties
14 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
15 other than those specifically referred to in this Consent Judgment have been made by the
16 Parties.

17 10.3. No other agreements not specifically contained or referenced herein, oral or
18 otherwise, shall be deemed to exist or to bind any of the Parties. Any agreements specifically
19 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
20 Parties only to the extent that they are expressly incorporated herein.

21 10.4. No supplementation, modification, waiver, or termination of this Consent
22 Judgment shall be binding unless executed in writing by the Party to be bound and approved
23 and ordered by the Court.

24 10.5. No waiver of any of the provisions of this Consent Judgment shall be deemed to
25 constitute a waiver of any of the other provisions of this Consent Judgment whether or not
26 similar, nor shall such waiver constitute a continuing waiver.

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1 11. **RETENTION OF JURISDICTION; ENFORCEMENT OF CONSENT**
2 **JUDGMENT**

3 11.1. This Court shall retain jurisdiction of this matter to implement or modify the
4 Consent Judgment.

5 11.2. Only after it complies with Section 11.4 below may any Party, by motion or
6 application for an order to show cause filed with this Court, enforce the terms and conditions
7 contained in this Consent Judgment.

8 11.3. If either of the Defendants distributes for sale in the State of California, or
9 directly sells in the State of California a Covered Product without a Proposition 65 warning in
10 the future, and subsequently CCPG alleges that any such product fails to qualify as a
11 Reformulated Covered Product (for which CCPG alleges that no warning has been provided),
12 then CCPG shall inform the Defendants, as applicable, in a reasonably prompt manner of
13 CCPG's test results. The applicable Defendant(s) shall, within thirty (30) days following such
14 notice, provide CCPG with testing information, from an independent third-party laboratory
15 demonstrating the respective Defendants' compliance with this Consent Judgment. The
16 Parties shall first attempt to resolve the matter prior to taking any further legal action with the
17 Court.

18 11.4. **Good Faith Attempt to Resolve Disputes.** If a dispute arises with respect to
19 any Party's compliance with the terms of this Consent Judgment entered by the Court, the
20 Parties shall meet in person or by telephone and endeavor to resolve the dispute in an amicable
21 manner. No action or motion may be filed in the absence of such a good faith attempt to
22 resolve the dispute beforehand. In the event an action or motion is filed, however, the
23 prevailing party may seek to recover costs and reasonable attorneys' fees for each violation.
24 As used in the preceding sentence, the term "prevailing party" means a party who is successful
25 in obtaining relief more favorable to it than the relief that the other party was amenable to
26 providing during the parties' good faith attempt to resolve the dispute that is the subject of the
27 Action.

1 **11.5. NO EFFECT ON OTHER SETTLEMENTS.** Nothing in this Consent
2 Judgment shall preclude Plaintiff from resolving any claim against another entity on terms that
3 are different from those contained in this Consent Judgment.
4

5 **11.6. EXECUTION IN COUNTERPARTS.** This Consent Judgment may be
6 executed in counterparts, each of which shall be deemed to be an original, and all of which,
7 taken together, shall constitute the same document. Execution of the Consent Judgment by e-
8 mail, facsimile, or other electronic means, shall constitute legal and binding execution and
9 delivery. Any photocopy of the executed Consent Judgment shall have the same force and
10 effect as the original.
11

12 **11.7. AUTHORIZATION.** The undersigned are authorized to stipulate to, enter into,
13 and execute this Consent Judgment on behalf of their respective parties, and have read,
14 understood, and agree to all of the terms and conditions of this Consent Judgment.
15

16 **12. DRAFTING.** The terms of this Consent Judgment have been reviewed by the
17 respective counsel for each Party to this settlement prior to its signing, and each Party has had
18 an opportunity to fully discuss the terms with counsel. The Parties agree that, in any
19 subsequent interpretation and construction of this Consent Judgment entered thereon, the terms
20 and provisions shall not be construed against any Party.
21

22 **13. MODIFICATION.** This Consent Judgment may be modified only by further written
23 stipulation of the Parties and the approval of the Court or upon the granting of a motion
24 brought to the Court by either Party.
25

26 **14. ATTORNEY'S FEES**

27 **14.1** Except as explicitly provided herein each Party is to bear its own fees and costs
28 with respect to the Action. A Party, however, who unsuccessfully brings or contests an action

1 or proceeding arising out of this Consent Judgment shall be required to pay the prevailing party's
2 reasonable attorney's fees and costs.

3 14.2 Nothing in this Section 14 shall preclude a Party from seeking an award of
4 sanctions pursuant to law.

5
6 15. **SEVERABILITY.** If subsequent to Court approval of this Consent Judgment, any part
7 or provision is declared by a Court to be invalid, void, or unenforceable, the remaining
8 portions or provisions shall continue in full force and effect.

9 **IT IS SO STIPULATED AND AGREED TO:**

10 *[Signatures Appear on the Following Page]*
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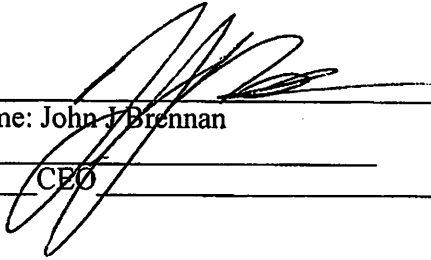
1 CA CITIZEN PROTECTION GROUP, LLC

2 Dated: ~~March~~ ^{April} 21, 2026

3 By: Tal Ohana
4 Name: Tal Ohana
5 Its: Manager

6 NEW VIEW GIFTS & ACCESSORIES, LTD.

7 Dated: March 24, 2026

8 By: 
9 Name: John J. Brennan
10 Its: CEO

11
12 KOHL'S, INC.
13 KOHL'S CORPORATION

14 Dated: March ____, 2026

15 By: _____
16 Name: _____
17 Its: _____

18 **ORDER AND JUDGMENT**

19
20
21 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health &
22 Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, and based upon the Parties'
23 Stipulation, and good cause appearing, this Consent Judgment is approved, and Judgment is
24 hereby entered according to its terms.

25
26 Dated: _____
27 _____
28 Judge of the Superior Court

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CA CITIZEN PROTECTION GROUP, LLC

Dated: March ____, 2026

By: _____
Name: _____
Its: _____

NEW VIEW GIFTS & ACCESSORIES, LTD.

Dated: March ____, 2026

By: _____
Name: _____
Its: _____

**KOHL'S, INC.
KOHL'S CORPORATION**

Dated: April 21, 2026

Signed by:
Brandon Jones
By: _____
Name: 8CD462255D34F5 Brandon Jones
Its: CMM - Hard Home/Toys

ORDER AND JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to Health & Safety Code § 25249.7(f)(4) and Code of Civil Procedure § 664.6, and based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved, and Judgment is hereby entered according to its terms.

Dated: _____
Judge of the Superior Court