

FILED
Superior Court of California
County of Los Angeles

MAY 25 2016 *flh*

Sherri B. Carter, Executive Officer/Clerk
By *P. Horton* Deputy
P. Horton

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CONSUMER ADVOCACY GROUP, INC.,
in the interest of the Public,

Plaintiff,

v.

OLIVIER NAPA VALLEY, INC., a
California Corporation; THE TJX
COMPANIES, INC., a Delaware
Corporation; T.J. MAXX of CA, LLC, a
Delaware Limited Liability Company; and
DOES 1-20;

Defendants.

CASE NO. BC580857

~~PROPOSED~~ ORDER GRANTING
MOTION TO APPROVE AND ENTER
CONSENT JUDGMENT BETWEEN
CONSUMER ADVOCACY GROUP, INC.
AND DEFENDANT OLIVIER NAPA
VALLEY, INC.

Reservation ID: 160210103799

Date: May 23, 2016

Time: 9:30 a.m.

Dept.: 69

Judge: Hon. William Fahey

Complaint filed: May 4, 2015

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On May 23, 2016 at 9:30 a.m., the Court heard the Motion to Approve and Enter Consent Judgment Between Consumer Advocacy Group, Inc. ("Plaintiff") and Defendant OLIVIER NAPA VALLEY, INC. ("Defendant"). The Court, having considered the documents filed in

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1 connection with this matter, and no opposition being filed, has arrived at the following
2 conclusions and SO ORDERS:

3 1. The Court grants the Motion to Approve and Enter Consent Judgment Between Plaintiff
4 and Defendant, in its entirety pursuant to California Health and Safety Code, section 25249.7,
5 subdivision (f)(4).

6 2. The Court approves the [Proposed] Consent Judgment, which Plaintiff and Defendant
7 have submitted to this Court for approval pursuant to Proposition 65 (Health & Saf. Code §
8 25249.5, *et seq.*) after making the following findings:

9 The Court finds that the [Proposed] Consent Judgment complies with the requirements of
10 Health and Safety Code, section 25249.7 *et seq.* Defendant has agreed that:

- 11 i. Within sixty (60) days of the Effective Date, Defendant shall not sell, offer for sale in
12 California, or ship for sale in California any Covered Products unless Defendant has
13 either reformulated the Covered Products to the point where the level of Lead does
14 not exceed more than 34 ppb (parts per billion) or if the Covered Products exceed 34
15 ppb, provided a Proposition 65 compliant warning on the Covered Products. Any
16 warning shall be affixed to the packaging of, or directly on, the Covered Products,
17 and be prominently placed with such conspicuousness as compared with other words,
18 statements, designs, or devices as to render it likely to be read and understood by an
19 ordinary individual under customary conditions before purchase or use. The labelling
20 will state that:

21 **WARNING:** This product contains a chemical known to the State of
22 California to cause cancer or birth defects or other reproductive harm;

- 23 ii. Defendant shall pay a total of \$55,000 covering civil penalties, payments in lieu of
24 civil penalties, attorneys' fees and costs. This payment is divided as follows:

- 25 a. \$10,000.00 payment as civil penalties, of which 75% (\$7,500.00) is paid to
26 State of California's Office of Environmental Health Hazard Assessment
27 (OEHHA) and 25% (\$2,500.00) is paid to CAG (See *HSC* § 25249.12);
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1 b. \$7,000.00 payment to CAG, in lieu of a civil penalty which CAG will use the
2 funds to address the same public harm alleged in this action; and

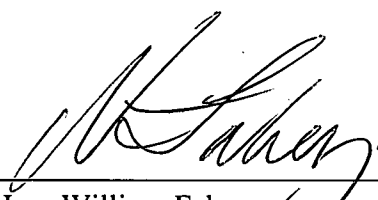
3 c. \$38,000.00 for attorneys' fees and costs to CAG's attorneys are reasonable
4 when compared to the "lodestar" amount.

5 iii. Further, the proposed settlement terms are presumed to confer a public benefit.

6 A public benefit is presumed, because the [Proposed] Consent Judgment requires Defendant to
7 affix Proposition 65 compliant warnings on the Covered Products throughout all of California.

8 3. The Court shall sign and hereby directs the Clerk to file and enter the [Proposed] Consent
9 Judgment.

10
11 Dated: 5/25/16


12 _____
13 Hon. William Fahey
14 Judge of the Superior Court