



1 Reuben Yeroushalmi (SBN 193981)
 2 Daniel D. Cho (SBN 105409)
 3 Ben Yeroushalmi (SBN 232540)
 4 Yeroushalmi & Associates
 5 3700 Wilshire Blvd., Suite 480
 6 Los Angeles, CA 90010
 7 Telephone: 213-382-3183
 8 Facsimile: 213-382-3430
 9 Email: lawfirm@yeroushalmi.com
 10 Attorneys for Plaintiff,
 11 Consumer Advocacy Group, Inc.

ENDORSED
 FILED
 ALAMEDA COUNTY
 FEB 15 2008
 CLERK OF THE SUPERIOR COURT
 By HOLLIE M. ADAMIC
 Deputy

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

11 CONSUMER ADVOCACY)	CASE NO. RG07308745
12 GROUP, INC., in the interest)	
13 of the Public,)	PROPOSED ORDER APPROVING
14 Plaintiff,)	SETTLEMENT BETWEEN CONSUMER
15)	ADVOCACY GROUP, INC. AND
16)	AIKELE CONSTRUCTION, INC.
17 v.)	Telephone Appearance
18 VINCENT ROOFING CO., INC.,)	
19 et al.,)	ASSIGNED FOR ALL PURPOSES TO:
20)	JUDGE ROBERT FREEDMAN
21 Defendants.)	DEPARTMENT D-20
22)	Date: 2/15/08
23)	Time: 10:00 a.m.
24)	Reservation no. R783485
25)	Complaint filed: January 30, 2007
26)	Trial date: Not set

24 On February 15, 2008, at 10:00 a.m., The Honorable Robert Freedman, in Department D-
 25 20 of this Court, heard the motion for judicial approval of settlement of action between plaintiff,
 26 Consumer Advocacy Group, Inc. ("CAG"), on one hand, and, defendant, Aikele Construction,
 27 Inc. ("Aikele"), on the other. Appearances are in the record. The Court, having considered the

1 documents filed in connection with this matter and the arguments of counsel, has arrived at the
2 following conclusions and SO ORDERS:

3 A. The parties executed a Settlement Agreement between Consumer Advocacy Group, Inc.
4 and Aikele Construction, Inc. as of December 14, 2007 ("Proposed Settlement"), which CAG
5 submitted to this Court for approval pursuant to Proposition 65 (Health & Saf. Code, §§ 25249.5
6 et seq.).

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8 B. This Court has considered the Proposed Settlement and determined that it represents a
9 fair, reasonable, and adequate settlement between CAG and Aikele.

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11 1. The Proposed Settlement provides that Aikele will:

- 12 • Change its business practices to reduce exposures of Proposition 65-listed chemicals to
13 its employees and the public;
- 14 • Give warnings to its employees that satisfy the "clear and reasonable" warning
15 requirement under Proposition 65;
- 16 • Pay CAG \$4,500 for its attorney fees; and
- 17 • Pay \$500 to an entity, CAG, in lieu of a civil penalty.

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19 2. The court grants the Motion for Judicial Approval of Settlement between CAG
20 and Aikele in its entirety pursuant to Health and Safety Code section 25249.7, subdivision (f)(4)
21 after making the following findings.

- 22 a. CAG followed all procedural rules in seeking approval of the Proposed
23 Settlement;
- 24 b. The Proposed Settlement properly requires Proposition 65 compliant warnings
25 for extant exposures to Proposition 65-listed chemicals;
- 26
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- 1 c. The award of \$4,500 in attorney fees provided by the Proposed Settlement is
2 appropriate and reasonable under California law given the total fees incurred
3 by CAG and its counsel of record in prosecuting this action;
4
5 d. The Proposed Settlement provides that Aikele will pay \$500 to an entity,
6 CAG, in lieu of a civil penalty that is proper in light of the criteria set forth in
7 California Code of Regulations, title 11, section 3203, subdivision (b);
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9 e. The terms of the Proposed Settlement are in the public interest consistent with
10 Health and Safety Code section 25249.7, subdivision (d); and
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12 f. CAG adequately represented the public interest in entering into the Proposed
13 Settlement.
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15 Dated: Feb 15, 2008

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17 JUDGE OF THE SUPERIOR COURT
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