

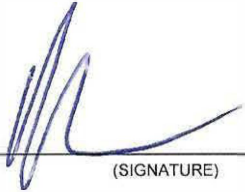
<p>ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: 139573</p> <p>NAME: Kenneth W. Ralidis, Esq.</p> <p>FIRM NAME: Law Offices of Kenneth W. Ralidis, aplc</p> <p>STREET ADDRESS: 3435 Wilshire Blvd., 27th Floor, Los Angeles</p> <p>CITY: Los Angeles STATE: CA ZIP CODE: 90010</p> <p>TELEPHONE NO.: 213-251-5480 FAX NO.:</p> <p>EMAIL ADDRESS: ken@ralidislaw.com</p> <p>ATTORNEY FOR (name): Plaintiff, Consumer Advocacy Group, Inc.</p> <p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles</b></p> <p>STREET ADDRESS: 312 North Spring Street</p> <p>MAILING ADDRESS:</p> <p>CITY AND ZIP CODE: Los Angeles, California 90012</p> <p>BRANCH NAME: Central District (Spring Street COurthouse)</p>	<p>FOR COURT USE ONLY</p>
<p>PLAINTIFF/PETITIONER: Consumer Advocacy Group, Inc.</p> <p>DEFENDANT/RESPONDENT: Matco Rice [Soofer Company, Inc.; San Fernando Valley Pro</p>	
<p align="center"><b>NOTICE OF ENTRY OF JUDGMENT OR ORDER</b></p> <p>(Check one): <input checked="" type="checkbox"/> <b>UNLIMITED CASE</b>      <input type="checkbox"/> <b>LIMITED CASE</b></p> <p>(Amount demanded exceeded \$35,000)      (Amount demanded was \$35,000 or less)</p>	<p>CASE NUMBER: JCCP 4816 (BC556594)</p>

**TO ALL PARTIES :**

1. A judgment, decree, or order was entered in this action on (date): *June 5, 2024*
2. A copy of the judgment, decree, or order is attached to this notice.

Date: July 2, 2024

Kenneth W. Ralidis/Law Offices of Kenneth W. Ralidis, aplc  
 (TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

  
 (SIGNATURE)

PLAINTIFF/PETITIONER: Consumer Advocacy Group, Inc. DEFENDANT/RESPONDENT: Matco Rice [Soofer Company, Inc.; San Fernando Valley Pr	CASE NUMBER: JCCP 4816 (BC556594)
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**PROOF OF SERVICE BY FIRST-CLASS MAIL  
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

**(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)**

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

See attached Proof of Service

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a.  deposited the sealed envelope with the United States Postal Service.
- b.  placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
- b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- |  |  |
|--|--|
| a. Name of person served:<br><br>Street address:<br>City:<br>State and zip code: | c. Name of person served:<br><br>Street address:<br>City:<br>State and zip code: |
| b. Name of person served:<br><br>Street address:<br>City:<br>State and zip code: | d. Name of person served:<br><br>Street address:<br>City:<br>State and zip code: |

Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

\_\_\_\_\_  
 (TYPE OR PRINT NAME OF DECLARANT)

 \_\_\_\_\_  
 (SIGNATURE OF DECLARANT)

Electronically Received 05/31/2024 06:48 PM

1 KENNETH W. RALIDIS, State Bar No 139573  
2 LAW OFFICES OF KENNETH W. RALIDIS, A.P.L.C.  
3 3435 Wilshire Blvd., 27th Floor  
4 Los Angeles, California 90010  
5 Tel.: (213) 251-5480  
6 ken@ralidislaw.com

**FILED**  
Superior Court of California  
County of Los Angeles  
**06/05/2024**

David W. Slayton, Executive Officer / Clerk of Court  
By:                     M. Fregoso                     Deputy

7 Attorneys for Plaintiff,  
8 Consumer Advocacy Group, Inc., in the public interest

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF LOS ANGELES

12 Coordination Proceeding  
13 Special Title (Rule 3.550)

JCCP Case N° 4816 [Filed in BC556594]

14 **PROPOSITION 65**  
15 **RICE PRODUCT CASES**

~~16 **SECOND AMENDED CONSENT**~~  
17 ~~**JUDGMENT [PROPOSED]**~~

18 This document relates to:

Health & Safety Code § 25249.5 *et seq.*

19 CONSUMER ADVOCACY GROUP, INC., in  
20 the public interest,

Coordinated Case(s): BC549137,  
BC549139, BC553852, BC554810,  
BC553427, BC556594, CGC-13-536301,  
34-2014-00165277, and BC571487

21 Plaintiff,

[Hon. Elihu M. Berle – Dept. 6]

22 v.

Complaint Filed: August 1, 2014

Trial Date: January 3, 2023

23 MATCO RICE PROCESSING (PVT); et al;

24 Defendants.

25 **1. INTRODUCTION**

26 1.1 This Consent Judgment is entered into by and between plaintiff, Consumer  
27 Advocacy Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the interest of the  
28 public, and defendant, San Fernando Valley Produce & Deli, Inc. (hereinafter, “SFVP” or  
“Defendant”), with each referred to as a “Party” and collectively referred to as “Parties.”

///

1           1.2    **Defendants and Products**

2           1.2.1 SFVP employs ten or more persons, is a person in the course of doing  
3 business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California  
4 Health & Safety Code §§25249.6 et seq. (“Proposition 65”), and sells Rice, including but not  
5 limited to “Sadaf® ‘BASMATI RICE’ ‘GOLDEN WHITE’ ‘ALL NATURAL’ ‘VEGETARIAN’  
6 ‘NET WT. 16 OZ. 453.7g’ UPC: 0 52851 14170 8” (hereinafter “Covered Product”).

7           1.3    **Chemicals Of Concern**

8           1.3.1 Lead is a chemical known to the State of California to cause cancer and/or  
9 birth defects or other reproductive harm.

10          1.4    **Notice of Violation.**

11          1.4.1 On or about April 22, 2014, CAG served SFVP, Soofer Company, Inc. and  
12 other defendants in the subsequent instant L.A.S.C. case N° BC556594, and various public  
13 enforcement agencies with a document entitled “60-Day Notice of Violation” (the “April 22, 2014  
14 Notice”) that provided the recipients with notice of alleged violations of Health & Safety Code  
15 §25249.6 for failing to warn individuals in California of exposures to Lead in the Covered Product  
16 (and others no longer relevant to this action in that such causes of action were dismissed), including  
17 but not limited to: (1) Sadaf® ‘BASMATI RICE’, (2) MEDITERRANEAN CLASSICS  
18 CAMPAGNA ‘SUPERFINEO ARBORIO RICE’; and (3) FALAK ® ‘BASMATI RICE’. No  
19 public enforcer has commenced or diligently prosecuted the allegations set forth in the April 22,  
20 2014 Notice.

21          1.5    **Complaint.**

22          1.5.1 On September 3, 2014, CAG filed a Complaint for civil penalties and  
23 injunctive relief in Los Angeles Superior Court, Case No. BC556594. The Complaint alleges,  
24 among other things, that Defendant violated Proposition 65 by failing to give clear and reasonable  
25 warnings of exposure to Lead from the Covered Product. The Complaint was consolidated in JCCP  
26 Case N° 4816.

27  
28 ///



1           **1.6     Consent to Jurisdiction**

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

9           **1.7     No Admission**

10          This Consent Judgment resolves claims that are denied and disputed. The Parties enter into  
11 this Consent Judgment pursuant to a full and final settlement of any and all claims between the  
12 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall  
13 be construed as an admission by the Parties of any material allegation of the Complaint (each and  
14 every allegation of which Defendant denies), any fact, conclusion of law, issue of law or violation  
15 of law, including without limitation, any admission concerning any violation of Proposition 65 or  
16 any other statutory, regulatory, common law, or equitable doctrine, or the meaning of the terms  
17 “knowingly and intentionally expose” or “clear and reasonable warning” as used in Health and  
18 Safety Code §25249.6. Nothing in this Consent Judgment, nor compliance with its terms, shall  
19 constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of  
20 law, or violation of law, or of fault, wrongdoing, or liability by any defendant, its officers, direc-  
21 tors, employees, or parent, subsidiary or affiliated corporations, or be offered or admitted as  
22 evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum.  
23 Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right,  
24 remedy, argument, or defense the Parties may have in any other or future legal proceeding,  
25 except as expressly provided in this Consent Judgment.

26           **2.     DEFINITIONS**

27           2.1     “Covered Products” means:  
28

1 2.1.1 “Sadaf® ‘BASMATI RICE’ ‘GOLDEN WHITE’ ‘ALL NATURAL’  
2 ‘VEGETARIAN’ ‘NET WT. 16 OZ. 453.7g’ UPC: 0 52851 14170 8”;

3 2.1.2 “‘MEDITERRANEAN CLASSICS CAMPAGNA ‘SUPERFINEO  
4 ARBORIO RICE’, ‘1 kg NET 35 oz’,” UPC: 8 005391 003564; and

5 2.1.3 “‘FALAK® ‘BASMATI RICE’ ‘The Authentic Flavour of Punjab’ ‘BROWN  
6 BASMATI RICE’ ‘Premium Quality’ ‘SUPER KERNEL’ ‘Net Weight 2  
7 lbs. 0.9 kg’”, Bar Code: 8 961100 090181

8 (hereinafter “Rice Products”). “Covered Products” are limited to those sold, manufactured, and/or  
9 distributed by SFVP.

10 2.2 “Covered Rice” means all Rice, including but not limited to the Rice Products.  
11 Covered Rice is limited to that sold, manufactured, and/or distributed by SFVP. Covered Rice is  
12 a subset of Covered Products as defined in Section 2.1 above.

13 2.3 “Effective Date” means the date that this Consent Judgment is approved by the  
14 Court.

### 15 3. INJUNCTIVE RELIEF / CLEAR AND REASONABLE WARNINGS.

16 3.1 As of the Effective Date, SFVP will not manufacture, distribute, or sell the Covered  
17 Products in California unless the Covered Products are reformulated to contain less than 56ppb of  
18 Lead.

19 3.2 The foregoing reformulation standard in §3.1 above also specifically apply to, but  
20 are not limited to, all brands of Covered Products specifically owned by SFVP (if any).

21 3.3 As of the Effective Date, SFVP will notify and require its vendors or suppliers from  
22 whom SFVP purchases the Covered Products to ensure that all Covered Products that SFVP  
23 purchases from its vendors or suppliers and sold in its California stores will not contain more than  
24 56ppb of Lead.

25 3.3 For any Covered Products whose Lead content exceeds 56 ppm still existing in Defend-  
26 ant’s inventory or inventories as of the Effective Date, Defendant shall place a clear and reason-  
27 able warning Proposition 65 compliant warning on them, consistent with 27 CCR §25600 *et seq.*  
28 In consideration of the fact that Defendant has agreed to only order for distribution or sale

1 reformulated Covered Product, the Parties agree to the following language for the Covered  
2 Product in existing inventory that contain more than 56 ppm:

3 **WARNING:** Consuming this product can expose you to chemicals including  
4 Lead, which is known to the State of California to cause cancer and birth defects  
5 or other reproductive harm. For more information go to  
6 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

7 Or, if in the future, the provisions of CCR §§25602(a)(4), 25603 (b), (c) change or are adopted :

8 **⚠ WARNING:** Cancer and Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

9 **4. SETTLEMENT PAYMENT**

10 4.1 **Payment and Due Date:** SFVP shall pay a total of Sixty thousand dollars and zero  
11 cents (\$60,000) in full and complete settlement of all monetary claims by CAG related to the  
12 Notice and Complaint, as follows:

13 4.1.1 **Civil Penalty:** SFVP shall issue separate checks totaling Five thousand  
14 Seven Hundred Twenty dollars (\$5,720) as penalties pursuant to Health & Safety Code §25249.12:

15 (a) SFVP will issue payment made payable to the State of California's Office of  
16 Environmental Health Hazard Assessment ("OEHHA") in the amount of Four Thousand Two  
17 Hundred Ninety dollars (\$4,290.00) representing 75% of the total penalty; and

18 (b) SFVP will issue payment to "Consumer Advocacy Group, Inc." in the amount  
19 of One Thousand Four Hundred Thirty dollars (\$1,430.00) representing 25% of the total penalty  
20 and

21 (c) Separate 1099s shall be issued for each of the above payments: SFVP will issue  
22 a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) for the amount of  
23 \$4,290.00. SFVP will also issue a 1099 to CAG c/o Law Offices of Kenneth W. Ralidis, aple  
24 3435 Wilshire Boulevard, 27<sup>th</sup> Floor, Los Angeles, California 90010 for the amount of \$1,430.00.

25 (c) The payment to OEHHA shall be delivered directly to Office of Environmental  
26 Health Hazard Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento  
27



1 California 95812. Defendant shall provide written confirmation to CAG concurrently with  
2 payment to OEHHA.

3           **4.1.2 Payment In Lieu of Civil Penalties:** SFVP shall pay Four Thousand Two  
4 Hundred Eighty dollars (\$4,280) in lieu of civil penalties to “Consumer Advocacy Group, Inc.”  
5 CAG will use this payment for investigation of the public’s exposure to Proposition 65 listed  
6 chemicals through various means, including laboratory fees for testing for Proposition 65 listed  
7 chemicals, administrative costs and fees related to such activities, expert fees for evaluating  
8 exposures through various mediums, including but not limited to consumer product, occupational,  
9 and environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting  
10 and retained experts who assist with the extensive scientific analysis necessary for those files in  
11 litigation, as well as administrative costs and fees related to such activities in order to reduce the  
12 public’s exposure to Proposition 65 listed chemicals by notifying those persons and/or entities  
13 believed to be responsible for such exposures and attempting to persuade those persons and/or  
14 entities to reformulate their products or the source of exposure to completely eliminate or lower  
15 the level of Proposition 65 listed chemicals, thereby addressing the same public harm as allegedly  
16 in the instant Action. Further, should the court require it, CAG will submit under seal, an  
17 accounting of these funds as described above as to how the funds were used. The payment shall  
18 be made payable to “Consumer Advocacy Group, Inc.” and delivered to the address at §4.2 below.  
19

20           **4.1.3 Reimbursement of Attorneys Fees and Costs:** Within one (1) month of  
21 the Effective Date, SFVP shall pay Fifty Thousand dollars (\$50,000) to “Law Offices of Kenneth  
22 W. Ralidis, apc,” as reimbursement for reasonable investigation fees and costs, attorneys’ fees,  
23 and any other costs incurred as a result of investigating, bringing this matter to SFVP’s attention,  
24 litigating, and negotiating a settlement in the public interest. The payment shall be made payable  
25 to “Law Offices of Kenneth W. Ralidis, apc” and delivered to the address at §4.2 below.

26           **4.2** All payments pursuant to §4.1 shall be delivered via overnight mail to:  
27 Kenneth Ralidis, Law Offices of Kenneth W. Ralidis, apc, 3435 Wilshire Boulevard, 27<sup>th</sup> Floor,  
28 Los Angeles, California 90010.



1 **5. MATTERS COVERED BY THIS CONSENT JUDGMENT**

2 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on  
3 behalf of itself and in the public interest on the one hand, and SFVP and its officers, directors,  
4 insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners,  
5 affiliates, sister companies and their successors and assigns (“Defendant Releasees”), on the other  
6 hand, for all claims for violations of Proposition 65 up through the Effective Date based on  
7 exposure to Lead from the Covered Product. Nothing in this section shall constitute or effectuate  
8 any form of release as between SFVP, on the one hand, and Soofer Company, Inc., on the other  
9 hand. SFVP’s and Defendant Releasees’ compliance with this Consent Judgment shall constitute  
10 compliance with Proposition 65 with respect to Lead from the Covered Product. Nothing in this  
11 Section affects CAG’s right to commence or prosecute an action under Proposition 65 against any  
12 person other than SFVP or Defendant Releasees.

13 5.2 CAG, on behalf of itself, its past and current agents, representatives, attorneys,  
14 successors, and/or assignees, and in the public interest, hereby waives all rights to institute or  
15 participate in, directly or indirectly, any form of legal action and releases all claims, including,  
16 without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,  
17 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,  
18 investigation fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or  
19 unknown, fixed or contingent (collectively “Claims”), against SFVP and Defendant Releasees  
20 arising from any violation of Proposition 65 or any other statutory or common law regarding the  
21 failure to warn about exposure to Lead from the Covered Rice.  
22

23 5.3 Additionally, CAG on behalf of itself, its past and current agents, representatives,  
24 attorneys, successors, and/or assignees, only (i.e., not on behalf of the public), hereby waives all  
25 Claims against SFVP and Defendant Releasees, arising from any violation of Proposition 65 or  
26 any other statutory or common law regarding the failure to warn about exposure to Lead from the  
27 Covered Product.  
28

1           5.4     The releases in this Section are limited to only those Covered Products that are sold,  
2 manufactured, and/or distributed by SFVP.

3           5.5     In furtherance of the foregoing, as to alleged exposures to Lead from the Covered  
4 Product, CAG on behalf of itself only, hereby waives any and all rights and benefits which it now  
5 has, or in the future may have, conferred upon it with respect to Claims arising from any violation  
6 of Proposition 65 or any other statutory or common law regarding the failure to warn about  
7 exposure to Lead from the Covered Product as to SFVP and Defendant Releasees by virtue of the  
8 provisions of section 1542 of the California Civil Code, which provides as follows:

9                   ‘A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
10 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
11 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN  
12 BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER  
13 SETTLEMENT WITH THE DEBTOR.’

14 CAG understands and acknowledges that the significance and consequence of this waiver of  
15 California Civil Code §1542 is that even if CAG suffers future damages arising out of or  
16 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
17 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
18 about exposure to Lead from the Covered Product, including but not limited to any exposure to,  
19 or failure to warn with respect to exposure to Lead from the Covered Product, CAG will not be  
20 able to make any claim for those damages against SFVP and Defendant Releasees. Further,  
21 CAG acknowledges that it intends these consequences for any such Claims arising from any  
22 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
23 about exposure to Lead from the Covered Product as may exist as of the date of this release but  
24 which CAG does not know exist, and which, if known, would materially affect its decision to  
25 enter into this Consent Judgment, regardless of whether its lack of knowledge is the result of  
26 ignorance, oversight, error, negligence, or any other cause.

26           **6.           ENTRY OF CONSENT JUDGMENT; ENFORCEMENT OF JUDGMENT**

27           6.1     CAG and Defendant, cooperatively, shall file a motion seeking approval of this  
28 Consent Judgment pursuant to *California Health & Safety Code* §25249.7(f) and/or a Good Faith

1 Settlement Motion, which shall require Defendant to assert by declaration of their principal(s)  
2 their financial conditions which formed the primary basis for the monetary portions of this  
3 Settlement and Consent Judgment (in the absence of which the monetary portions of this Settle-  
4 ment and Consent Judgment would not have been so low). The Parties agree to act in good faith  
5 to obtain Court approval of the Consent Judgment. Upon entry of the Consent Judgment, CAG  
6 and Defendant waive their respective rights to a hearing and trial on the allegations in the  
7 Notices and Complaint.

8       6.2     If this Consent Judgment is not approved in full by the Court: (a) this Consent  
9 Judgment and any and all prior agreements between the Parties merged herein shall terminate and  
10 become null and void, and the actions shall revert to the status that existed prior to the execution  
11 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the  
12 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall  
13 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,  
14 or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to  
15 modify the terms of the Consent Judgment and to resubmit it for approval.

16       6.3     In any proceeding brought by either Party to enforce this Consent Judgment, the  
17 prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

18       6.4     The terms of this Consent Judgment shall be enforced exclusively by the Parties  
19 hereto and no other person or entity shall have any right to enforce the terms of this Consent  
20 Judgment. CAG may enforce any of the terms and conditions of this Consent Judgment only  
21 after it first provides sixty (60) days' notice to Defendant and attempts to resolve any failure to  
22 comply in an open and good faith manner.

23       6.5     No action to enforce this Consent Judgment may be commenced or maintained,  
24 and no Sixty Day Notice related to the Covered Product may be served or filed against SFVP and  
25 Defendant Releasees, Releasees, unless CAG, in seeking enforcement or alleging a violation as  
26 to the Covered Product, notifies the other Party of the specific acts alleged to breach the Consent  
27 Judgment at least sixty (60) days before serving or filing any action or Notice of Violation, with  
28 an opportunity to cure within thirty (30) days of receipt of such notification, without penalty.  
Prior to bringing any complaint, motion, order to show cause or other proceeding to enforce the  
terms of this Consent Judgment, CAG shall serve a Notice of Violation ("NOV") on Defendant



specifying the alleged violation of this Consent Judgment. Specifically, any NOV to Defendant shall identify each of the Covered Products alleged to be in violation, set forth the location at which each of the Covered Products were offered for sale, shall be accompanied by photographs of product labeling, and shall include two test reports supporting the alleged violation regarding the Covered Product. In no way is this section to be interpreted that multiple test results are always necessary to establish a Proposition 65 violation.

6.6 CAG shall take no further action regarding the alleged violation if, within 60 days of receiving such NOV, Defendant serves a Notice of Election ("NOE") that meets one of the following conditions:

(a) The Covered Product(s) identified in the NOV were sold or shipped by Defendant for sale in California before the Effective Date or within sixty (60) days thereafter at most; or

(b) Defendant takes corrective action by either:

- i. requesting that its customers remove the Covered Product(s) from the lot or lots tested (as identified on the labeling provided with the NOV) from sale in California and destroy or return the Covered Product(s) to Defendant; or
- ii. providing a clear and reasonable warning for the Covered Product(s) identified in the NOV pursuant to Section 3.6 above or 27 Cal. Code Regs. § 25603 *et seq.*; or
- iii. conducting or providing confirmatory testing of a Sample of the Covered Product by an independent third-party laboratory that (1) has an accredited heavy metals testing methodology recognized by a State or Federal Agency, or (2) is certified by the California Environmental Laboratory Accreditation Program for the analysis of heavy metals, or (3) is certified by the United States Food and Drug Administration ("FDA") for the analysis of heavy metals and/or uses methods in compliance with FDA regulations for the analysis of heavy metals. If CAG's confirmatory testing establishes that rice from the Lot from which the Covered Product(s) originates does not contain Lead in excess of 56 ppb, CAG shall withdraw its NOV and will take no further action regarding the alleged violation. The Parties agree that "Lot" is defined as the lot of rice ingredient purchased by SFVP from a third-party supplier from which the Covered Product originates. The Parties agree that "Lot" is not defined by the "best by" date printed on an individual rice package. The Parties agree that "Sample" of Covered Product is defined to include rice sourced from the same Lot from which the allegedly non-compliant Covered Product originates.

6.7 In any proceeding brought by either Party to enforce this Consent Judgment, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

## **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.

1           8.2     In any proceeding brought by either Party to enforce this Consent Judgment, the  
2 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

3 **9.     SERVICE ON THE ATTORNEY GENERAL**

4 9.1     CAG shall serve a copy of this Consent Judgment, signed by both parties, on the California  
5 Attorney General so that the Attorney General may review this Consent Judgment prior to its  
6 submittal to the Court for approval. No sooner than forty-five (45) days after the Attorney General  
7 has received the aforementioned copy of this Consent Judgment, CAG may then submit it to the  
8 Court for approval. Defendants expressly understand and agree that declarations regarding their  
9 financial positions shall be provided to the California Attorney General at the same time as a copy  
10 of this signed Consent Judgment is provided to the California Attorney General.

11 **10.    ATTORNEY FEES**

12           10.1    Except as specifically provided in §§4.1.3 and 6.3, each Party shall bear its own  
13 costs and attorneys' fees in connection with this action.

14 **11.    ENTIRE AGREEMENT**

15           11.1    This Consent Judgment contains the sole and entire agreement and understanding  
16 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,  
17 negotiations, commitments and understandings related hereto. No representations, oral or  
18 otherwise, express or implied, other than those contained herein have been made by any party  
19 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
20 to exist or to bind any of the Parties.

21 **12.    GOVERNING LAW**

22           12.1    The validity, construction and performance of this Consent Judgment shall be  
23 governed by the laws of the State of California, without reference to any conflicts of law provisions  
24 of California law.

25           12.2    The terms of this Consent Judgment shall be governed by the laws of the State of  
26 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered  
27 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
28

1 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or  
2 rendered inapplicable by reason of law generally as to the Covered Product, then any Defendant  
3 subject to this Consent Judgment may provide written notice to CAG of any asserted change in the  
4 law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and  
5 to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall  
6 be interpreted to relieve a Defendant from any obligation to comply with any pertinent state or  
7 federal law or regulation.

8       12.3 The Parties, including their counsel, have participated in the preparation of this  
9 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
10 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
11 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
12 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
13 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
14 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
15 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in  
16 this regard, the Parties hereby waive California Civil Code § 1654.

### 17 **13. EXECUTION AND COUNTERPARTS**

18       14.1 This Consent Judgment may be executed in counterparts and by means of facsimile  
19 or portable document format (pdf), which taken together shall be deemed to constitute one  
20 document and have the same force and effect as original signatures.

### 21 **14. NOTICES**

22       15.1 Any notices under this Consent Judgment shall be by personal delivery or First  
23 Class Mail.

24       If to CAG:

25       Kenneth W. Ralidis  
26       3435 Wilshire Boulevard, 27<sup>th</sup> Floor  
27       Beverly Hills, CA 90010  
28       (213) 251-5480



1 ken@ralidislaw.com

2 If to SFVP:

3 Ephram Nehm, President/CEO  
4 Current President/CEO  
5 San Fernando Valley Produce & Deli, Inc.  
6 18435 Vanowen Street

7 Reseda, California 91335

8 With a copy to:

9 Brent M. Finch, Esq.  
10 Finch Law  
11 27200 Agoura Road, Suite 102  
12 Calabasas, California 91301

13 **15. AUTHORITY TO STIPULATE**

14 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
15 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of  
16 the party represented and legally to bind that party.

17 AGREED TO:

18 Date: \_\_\_\_\_, 2023

19 Name: \_\_\_\_\_

20 Title: \_\_\_\_\_

21 CONSUMER ADVOCACY GROUP,  
22 INC.

23 AGREED TO:

24 Date: 1-19, 2023

25 Name: EPHRAM NEHME

26 Title: PRESIDENT

27 SAN FERNANDO VALLEY  
28 PRODUCE & DELI, INC.

29 **IT IS SO ORDERED.**

30 Date: \_\_\_\_\_

31 JUDGE OF THE SUPERIOR COURT

1 ken@ralidislaw.com

2 If to SFVP:

3 Ephram Nehm, President/CEO  
4 Current President/CEO  
5 San Fernando Valley Produce & Deli, Inc.  
6 18435 Vanowen Street

7 Reseda, California 91335

8 With a copy to:

9 Brent M. Finch, Esq.  
10 Finch Law  
11 27200 Agoura Road, Suite 102  
12 Calabasas, California 91301

13 **15. AUTHORITY TO STIPULATE**

14 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
15 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of  
16 the party represented and legally to bind that party.

17 AGREED TO:

18 Date: January 20, 2023

19 Michael Marcus

20 Name: Michael Marcus

21 Title: Director

22 CONSUMER ADVOCACY GROUP,  
23 INC.

24 AGREED TO:

25 Date: 1-19, 2023

26 Ephram Nehme

27 Name: EPHRAM NEHME

28 Title: PRESIDENT

SAN FERNANDO VALLEY  
PRODUCE & DELI, INC.

IT IS SO ORDERED.

Date: 06/05/2024



**Elihu M. Berle**

JUDGE OF THE SUPERIOR COURT  
Elihu M. Berle / Judge

**PROOF OF SERVICE**

At the time of service, I was 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 3435 Wilshire Boulevard, 27th Floor, Los Angeles, CA 90212. On July 3, 2024, I served the following document(s):

- 1) **NOTICE OF ENTRY OF AMENDED CONSENT JUDGMENT BETWEEN CAG AND SAN FERNANDO VALLEY DELI & PRODUCE, INC.**

on the interested parties by placing ( ) the original (X) a true and correct copy thereof, using the method (X) identified below, addressed as follows: **SEE SERVICE LIST**

- X   VIA ELECTRONIC SERVICE:  
I electronically served the documents listed above addressed to the person(s) at the email address(es) listed above on the date listed above.
- VIA PERSONAL SERVICE:  
I caused the aforementioned document(s) to be delivered to the person(s) listed above and/or on the attached service list.
- VIA CERTIFIED MAIL:  
I enclosed the document(s) in a sealed envelope addressed to the person(s) at the address(es) and placed the envelope for collection and mailing, following our ordinary business practices. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, the envelope was deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid, certified mail, return receipt requested.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of July 2024 in Los Angeles, California.

*Kenneth Ralidis*  
Kenneth W. Ralidis



**SERVICE LIST**

1		
2		
3	David C. Bolstad <a href="mailto:dbolstad@safarianchoi.com">dbolstad@safarianchoi.com</a>	Dennis Raglin <a href="mailto:draglin@steptoe.com">draglin@steptoe.com</a>
4	Bradley E. Jewett <a href="mailto:bjewett@safarianchoi.com">bjewett@safarianchoi.com</a>	Carol Brophy <a href="mailto:cbrophy@steptoe.com">cbrophy@steptoe.com</a>
5	Alexis Ashjian <a href="mailto:aashjian@safarianchoi.com">aashjian@safarianchoi.com</a>	Jennifer Singh <a href="mailto:jsingh@steptoe.com">jsingh@steptoe.com</a>
6	SAFARIAN, CHOI & BOLSTAD, LLP	Alexander Avery <a href="mailto:aavery@steptoe.com">aavery@steptoe.com</a>
7	555 S. Flower Street, Suite 650	Allison Romero <a href="mailto:aromero@steptoe.com">aromero@steptoe.com</a>
8	Los Angeles, CA 90071	STEPTOE & JOHNSON LLP
9	Tel: 213.481.6565	633 West Fifth Street, Suite 1900
10	Fax: 213.225.1146	Los Angeles, CA 90071
11	<i>Counsel for Defendants</i>	Tel: 213.439.9433
12	<i>Rhee Bros., Inc.</i>	Fax: 213.438.7033
13	<i>Korean Farm, Inc.</i>	<i>Counsel for Defendants</i>
14		<i>SOOFER Co., Inc.</i>
15		<i>SOOFER Pacific Rice Co., Inc.,</i>
16		<i>Stater Brothers Markets</i>
17	Brent M. Finch <a href="mailto:bfinch@brentfinchlaw.com">bfinch@brentfinchlaw.com</a>	Hong Kong Supermarket of Monterey Park, Ltd. and Hong Kong Supermarket, Inc.
18	FINCH LAW	127 N. Garfield Ave.
19	27200 Agoura Road, Suite 102	Monterey Park, CA 91754
20	Calabasas, CA 91301	[Mail Service Only]
21	Tel: 818.436.6411	
22	<i>Counsel for San Fernando Valley Produce</i>	
23	<i>&amp; Deli Inc.</i>	
24	<i>dba Valley Produce Market</i>	
25	Reuben Yeroushalmi, Esq. <a href="mailto:reuben@yeroushalmi.com">reuben@yeroushalmi.com</a>	Benjamin Prum <a href="mailto:benjamin.prum@gmail.com">benjamin.prum@gmail.com</a>
26	Yeroushalmi & Yeroushalmi	7 Barcelona Dr.
27	9100 Wilshire Blvd. Suite 240 West.	Rancho Mirage, CA 92270
	Los Angeles, CA 90212	Tel: 619.309.8510
	Tel: (310) 623-1926	Fax: 323.746.5190
	Counsel for Plaintiff	<i>Counsel for Cross-Defendant</i>
	<i>Consumer Advocacy Group, Inc.</i>	<i>Big Green USA, Inc.</i>
	Mark C. Goodman <a href="mailto:mark.goodman@bakermckenzie.com">mark.goodman@bakermckenzie.com</a>	R. Joseph Decker <a href="mailto:rjd@tsyslaw.com">rjd@tsyslaw.com</a>
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