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10 Attorneys for Plaintiffs,  
11 Consumer Advocacy Group, Inc.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 CONSUMER ADVOCACY GROUP, INC.,  
15 in the public interest,

16 Plaintiff,

17 v.

18 HOA BINH POMONA SUPERMARKET, a  
19 business entity form unknown; ROXY  
20 FOOD INTERNATIONAL, dba ORIENTAL  
21 TRADING CO., a California Corporation;  
22 FIRST WORLD ASIAN TRADING  
23 CORPORATION, a California corporation;  
24 PACIFIC EASTERN TRADING  
25 CORPORATION, a California corporation;  
26 VINH- SANH TRADING CORPORATION,  
27 a California corporation; ROXY TRADING  
28 INC., a California corporation, and DOES 1-  
20;

Defendants.

CASE NO. BC612917

**CONSENT JUDGMENT [PROPOSED]**

Health & Safety Code § 25249.5 *et seq.*

[Assigned For All Purposes to Honorable  
Gail Ruderman Feuer in Dept. 78]

Complaint filed: March 7, 2016

**1. INTRODUCTION**

1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER  
ADVOCACY GROUP, INC. ("Plaintiff" or "CAG") acting on behalf of itself and in the interest  
of the public, and Defendants, ROXY TRADING, INC. ("ROXY") and HOA BINH POMONA

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

AUG 07 2017

Received  
JUN 16 2017  
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Sherri R. Carter, Executive Officer/Clerk  
By Armando Garcia, Deputy

SUPERMARKET (“HOA BINH”), (referred to as “Defendants” collectively), with each a Party to the action and collectively referred to as “Parties.”

## **1.2 Defendants and Covered Products**

1.2.1 CAG alleges that ROXY is a California corporation which employs ten or more persons. For purposes of this Consent Judgment only, ROXY is deemed a person in the course of doing business in California and subject to the provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition 65”).

1.2.2 CAG alleges that HOA BINH is a business entity which employs ten or more persons. For purposes of this Consent Judgment only, HOA BINH is deemed a person in the course of doing business in California and subject to the provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition 65”)

1.2.3 CAG alleges that ROXY manufactures, causes to be manufactured, sells, or distributes certain seaweed in California.

1.2.4 CAG alleges that HOA BINH manufactures, causes to be manufactured, sells, or distributes certain seaweed in California.

## **1.3 Listed Chemicals**

1.3.1 Lead and lead compounds have been listed by the State of California as known to cause cancer and/or birth defects or other reproductive harm.

1.3.2 Cadmium and cadmium compounds have been listed by the State of California as known to cause cancer and/or birth defects or other reproductive harm.

## **1.4 Notice of Violation.**

1.4.1 On or about May 13, 2016, CAG served ROXY and various public enforcement agencies with a document titled “60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“May 13, 2016 Notice”) that provided the recipients

1 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals  
2 in California of exposures to cadmium and cadmium compounds, as well as lead and lead  
3 compounds, contained in certain dried seaweed sold by ROXY in California. No public enforcer  
4 has commenced or diligently prosecuted the allegations set forth in the May 13, 2016 Notice.

5 1.4.2 On or about June 16, 2015, CAG served ROXY, HOA BINH, and various public  
6 enforcement agencies with a document titled “60-Day Notice of Intent to Sue for Violation of the  
7 Safe Drinking Water and Toxic Enforcement Act of 1986” (“June 16, 2015 Notice”) that provided  
8 the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to  
9 warn individuals in California of exposures to lead and lead compounds contained in certain dried  
10 seaweed sold by ROXY and HOA BINH in California. No public enforcer has commenced or  
11 diligently prosecuted the allegations set forth in the June 16, 2015 Notice.

12 1.4.3 Collectively, the 60-day notices described in paragraphs 1.4.1-1.4.2 above are  
13 hereafter referred to as the “Notices.”

14 1.5 **Complaint.**

15 On March 7, 2016, CAG filed a Complaint against Defendants for civil penalties and  
16 injunctive relief (the “Complaint”) in Los Angeles County Superior Court, Case No. BC612917,  
17 alleging that Defendants violated Proposition 65 for allegedly failing to give clear and reasonable  
18 warnings of alleged exposure to Lead in certain dried seaweeds Defendants distributed and/or sold  
19 in California.

20 21 1.6 **Consent to Jurisdiction**

22 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
23 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction  
24 over Defendants as to the acts alleged in the Complaint, that venue is proper in the County of  
25 Los Angeles, and that this Court has jurisdiction to enter this Consent Judgment as a full  
26 settlement and resolution of the allegations against the Defendants contained in the Complaint,  
27 and of all claims which were or could have been raised by any person or entity based in whole or  
28

in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

#### **1.7 No Admission**

This Consent Judgment resolves claims that are denied and disputed. The Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall be construed as an admission by the Parties of any material allegation in the Notices or the Complaint, or of any fact, conclusion of law, issue of law or violation of law of any kind, including without limitation, any admission concerning any alleged or actual violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other or future legal proceeding, except as expressly provided in this Consent Judgment. This Consent Judgment is the product of negotiation and compromise and is accepted by the Parties, for purposes of settling, compromising, and resolving issues disputed in this Action, including future compliance by Defendants with Section 3 of this Consent Judgment.

#### **2. DEFINITIONS**

2.1 “Covered Products” means Seaweed, which includes but is not limited to, “ROXY Dried Seaweed, Net Wt. 1.5oz (42.5g), Product of China. UPC: 0 51299 17027 1” (“ROXY DRIED SEAWEED”) purchased from and/or sold by ROXY.

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

2.3 “Lead” means lead and lead compounds.

2.4 “Cadmium” means cadmium and cadmium compounds.

2.5 “Listed Chemicals” means Lead and Cadmium.

2.6 “Notices” means Plaintiff’s June 15, 2015 Notice and May 13, 2016 Notice.

### **3. INJUNCTIVE RELIEF & CLEAR AND REASONABLE WARNINGS.**

3.1 Within forty-five (45) days after the Effective Date, Defendants shall not sell, offer for sale in California, or ship for sale in California any Covered Products unless the Defendants provide a Proposition 65 compliant warning for the Covered Products as set forth below. Any warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the Covered Products, and be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. The Parties agree that the following warning language shall constitute compliance with Proposition 65 with respect to the alleged Listed Chemicals in the Covered Products distributed and/or sold by the Defendants 45 days after the Effective Date:

**WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

3.2 For any Covered Products still existing in ROXY’s inventory as of the Effective Date, ROXY shall place a Proposition 65 compliant warning on them. Any warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the Covered Products, and be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. The Parties agree that the following warning language shall constitute compliance with Proposition 65 with respect to the alleged Listed

Chemicals in the Covered Products existing in ROXY's inventory as of the Effective Date:

**WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

#### **4. SETTLEMENT PAYMENT**

**4.1 Payment and Due Date:** Within 15 business days of the Effective Date, ROXY shall pay a total of ninety-eight thousand dollars and zero cents (\$98,000) in full and complete settlement of any and all claims for civil penalties, damages, attorney's fees, expert fees or any other claim for costs, expenses or monetary relief of any kind for claims that were or could have been asserted in the Notices or Complaint, as follows:

**4.1.1 Civil Penalty:** ROXY shall issue two separate checks totaling \$6,860.00 as follows for alleged civil penalties pursuant to Health & Safety Code § 25249.12:

(a) ROXY will issue one check made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of \$5,145.00 representing 75% of the total civil penalty and ROXY will issue a second check to CAG in the amount of \$1,715.00 representing 25% of the total civil penalty;

(b) Separate 1099s shall be issued for each of the above payments: ROXY will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of \$5,145.00. ROXY will also issue a 1099 to CAG in the amount of \$1,715.00 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

**4.1.2 Additional Settlement Payments:** ROXY shall pay \$5,145.00 as additional settlement payments to "Consumer Advocacy Group, Inc." pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). CAG will use this payment as follows, seventy percent (70%) for fees of investigation, purchasing and testing for Proposition 65 Listed Chemicals in various products, and for expert fees for evaluating exposures through various mediums, including but not limited to consumer product, occupational, and

environmental exposures to Proposition 65 Listed Chemicals, and the cost of hiring consulting and retaining experts who assist with the extensive scientific analysis necessary for those files in litigation; twenty percent (20%) for administrative costs incurred during investigation and litigation to reduce the public's exposure to Proposition 65 Listed Chemicals by notifying those persons and/or entities believed to be responsible for such exposures and attempting to persuade those persons and/or entities to reformulate their products or the source of exposure to completely eliminate or lower the level of Proposition 65 Listed Chemicals including but not limited to costs of documentation and tracking of products investigated, storage of products, website enhancement and maintenance, computer and software maintenance, investigative equipment, CAG's member's time for work done on investigations, office supplies, mailing supplies and postage; and ten percent (10%) to offset the costs of future litigation enforcing Proposition 65 but excluding attorney fees, thereby addressing the same public harm as allegedly in the instant Action. Within 30 days of a request from the Attorney General, CAG shall provide to the Attorney General copies of documentation demonstrating how the above funds have been spent.

**4.1.3 Reimbursement of Attorney Fees and Costs:** ROXY shall pay \$85,995.00 payable to "Yeroushalmi & Yeroushalmi" as complete reimbursement for any and all reasonable investigation fees and costs, attorneys' fees, expert fees, and any and all other costs and expenses incurred as a result of investigating, bringing this matter to the Defendants' attention, litigating, negotiating a settlement in the public interest, and seeking and obtaining court approval of this Consent Judgment.

**4.2** Other than the payment to OEHHA described above, all payments referenced in paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. ROXY shall provide written confirmation to CAG upon payment to OEHHA.

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, and Defendants and their officers, directors, insurers,  
4 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister  
5 companies, and their successors and assigns (“Defendants’ Releasees”), ROXY’s supplier of  
6 Covered Products only to the extent the Covered Products were supplied to ROXY, and all entities  
7 to whom Defendants directly or indirectly distribute or sell Covered Products, including, but not  
8 limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative  
9 members, licensees, and the successors and assigns of any of them, who may use, maintain,  
10 distribute or sell Covered Products (“Downstream Defendant Releasees”), of all claims alleged or  
11 or that could have been alleged for alleged exposures to the Listed Chemicals from the Covered  
12 Products manufactured, distributed or sold by Defendants, Defendants’ Releasees, and/or  
13 Downstream Defendants’ Releasees up through 45 days after the Effective Date as set forth in the  
14 Notices and Complaint. Defendants compliance with this Consent Judgment shall constitute  
15 compliance with Proposition 65 with respect to alleged exposures to the Listed Chemicals from  
16 the Covered Products manufactured, distributed, or sold by Defendants, Defendant Releasees or  
17 Downstream Defendant Releasees 45 days after the Effective Date. Nothing in this Section affects  
18 CAG’s right to commence or prosecute an action under Proposition 65 against any person other  
19 than Defendants, Defendant Releasees, or Downstream Defendant Releasees. Defendants,  
20 Defendant Releasees and Downstream Defendant Releasees are hereafter collectively referred to  
21 as the “Released Parties”.  
22

23             5.2     CAG on behalf of itself, its past and current agents, representatives, attorneys,  
24 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
25 indirectly, any form of legal action and releases all claims, including, without limitation, all  
26 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,  
27 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert  
28



1 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or  
2 contingent (collectively "Claims"), against the Released Parties arising from any actual or alleged  
3 violation of Proposition 65 or any other statutory or common law claim regarding the Covered  
4 Products manufactured, distributed or sold by the Released Parties through 45 days after the  
5 Effective Date regarding any actual or alleged failure to warn about exposure to the Listed  
6 Chemicals from the Covered Products. In furtherance of the foregoing, CAG on behalf of itself  
7 only, hereby waives any and all rights and benefits which it now has, or in the future may have,  
8 conferred upon it with respect to Claims regarding the Covered Products manufactured, distributed  
9 or sold by the Released Parties through 45 days after the Effective Date arising from any violation  
10 of Proposition 65 or any other statutory or common law regarding the failure to warn about  
11 exposure to the Listed Chemicals from the Covered Products by virtue of the provisions of section  
12 1542 of the California Civil Code, which provides as follows:

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

17 CAG understands and acknowledges that the significance and consequence of this waiver of  
18 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
19 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
20 violation of Proposition 65 or any other statutory or common law regarding the Covered Products  
21 manufactured, distributed or sold by the Released Parties through 45 days after the Effective Date  
22 regarding the failure to warn about actual or alleged exposure to the Listed Chemicals from the  
23 Covered Products, CAG will not be able to make any claim for those damages, penalties or other  
24 relief against the Released Parties. Furthermore, CAG acknowledges that it intends these  
25 consequences for any such Claims arising from any violation of Proposition 65 or any other  
26 statutory or common law regarding the failure to warn about exposure to the Listed Chemicals  
27 from the Covered Products as may exist as of the date of this release but which CAG does not  
28

1 know exist, and which, if known, would materially affect their decision to enter into this Consent  
2 Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight, error,  
3 negligence, or any other cause.

#### 4 **6. ENFORCEMENT OF JUDGMENT**

5 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties  
6 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of  
7 California, Los Angeles County, enforce the terms and conditions contained herein. A Party may  
8 enforce any of the terms and conditions of this Consent Judgment only after that Party first  
9 provides 30 days' notice to the Party allegedly failing to comply with the terms and conditions of  
10 this Consent Judgment, and attempts to resolve such Party's failure to comply in an open and good  
11 faith manner.

12 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other  
13 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of Violation  
14 ("NOV") to Defendants. The NOV shall include for each of the Covered Products: (a) the name  
15 of the Covered Products; (b) specific dates when the Covered Product was sold in California; (c)  
16 the store or other place at which the Covered Product was available for sale to consumers; and (d)  
17 all test data obtained by CAG regarding the Covered Products and identification of the Listed  
18 Chemicals tested, and (e) any other evidence or support for the allegations in the NOV.

19 6.2.1 **Non-Contested NOV.** CAG shall take no further action of any kind  
20 regarding the alleged violation if, within 60 days of receiving such NOV, Defendants serve  
21 a Notice of Election ("NOE") not to contest the NOV that meets one of the following  
22 conditions:  
23

24 (a) A statement that the Covered Product was manufactured or shipped  
25 by Defendants for sale in California prior to 45 days after the Effective Date; or

26 (b) A statement that since receiving the NOV Defendants have taken  
27 corrective action by either: (i) taking all steps necessary to bring the sale of the product  
28

1 into compliance under the terms of this Consent Judgment; or (ii) requesting that its  
2 customers or stores in California, as applicable, remove the Covered Product identified in  
3 the NOV from sale in California and destroy or return the Covered Product to Defendants  
4 or vendor, as applicable; or (iii) refute the information provided in the NOV.

5 6.2.2 **Contested NOV.** Defendants may serve a Notice of Election (“NOE”)  
6 informing CAG of its election to contest the NOV within 60 days of receiving the NOV.

7 (a) In its election, Defendants may request that the sample(s) of  
8 Covered Product tested by CAG be subject to confirmatory testing at an EPA- accredited  
9 laboratory.

10 (b) If the confirmatory testing establishes that the Covered Products do  
11 not contain the Listed Chemicals in excess of the safe harbor limits for the Listed  
12 Chemicals as determined by CAG, CAG shall take no further action regarding the alleged  
13 violation. If the testing does not establish compliance with the safe harbor limits as  
14 described above, Defendants may withdraw its NOE to contest the violation and may serve  
15 a new NOE pursuant to Section 6.2.1.

16 (c) If Defendants do not withdraw a NOE to contest the NOV, the  
17 Parties shall meet and confer for a period of no less than 30 days before CAG may seek an  
18 order enforcing the terms of this Consent Judgment.

19 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the  
20 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

## 21 22 **7. ENTRY OF CONSENT JUDGMENT**

23 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
24 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and  
25 Defendants waive their respective rights to a hearing and trial on the allegations in the Notices and  
26 Complaint.

1           7.2     If this Consent Judgment is not approved in full by the Court: (a) this Consent  
2 Judgment and any and all prior agreements between the Parties merged herein shall terminate and  
3 become null and void, and the actions shall revert to the status that existed prior to the execution  
4 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the  
5 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall  
6 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,  
7 or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to  
8 modify the terms of the Consent Judgment and to resubmit it for approval.

9           **8.       MODIFICATION OF JUDGMENT**

10           8.1     This Consent Judgment may be modified only upon written agreement of the  
11 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
12 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

13           8.2     Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
14 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

15           **9.       RETENTION OF JURISDICTION**

16           9.1     This Court shall retain jurisdiction of this matter to implement and enforce the terms  
17 of this Consent Judgment under Code of Civil Procedure § 664.6.

18           **10.     LIMITED TO CALIFORNIA**

19           This Consent Judgment shall have no effect on Covered Products sold or distributed outside  
20 the State of California.

21           **11.     SERVICE ON THE ATTORNEY GENERAL**

22           11.1     CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
23 California Attorney General so that the Attorney General may review this Consent Judgment prior  
24 to its submittal to the Court for approval. No sooner than forty five (45) days after the Attorney  
25 General has received the aforementioned copy of this Consent Judgment, CAG may then submit  
26 it to the Court for approval.  
27  
28

1 **12. ATTORNEY FEES**

2 12.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its  
3 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

4 **13. GOVERNING LAW**

5 13.1 The validity, construction and performance of this Consent Judgment shall be  
6 governed by the laws of the State of California, without reference to any conflicts of law provisions  
7 of California law.

8 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered  
9 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
10 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or  
11 rendered inapplicable by reason of law generally as to the Covered Products, then Defendants may  
12 provide written notice to CAG of any asserted change in the law, and shall have no further  
13 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered  
14 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve  
15 Defendants from any obligation to comply with any other pertinent state or federal law or  
16 regulation.

17 13.3 The Parties, including their counsel, have participated in the preparation of this  
18 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
19 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
20 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
21 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
22 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
23 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
24 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in  
25 this regard, the Parties hereby waive California Civil Code § 1654.  
26

1 **14. EXECUTION AND COUNTERPARTS**

2 14.1 This Consent Judgment may be executed in counterparts and by means of facsimile  
3 or portable document format (pdf), which taken together shall be deemed to constitute one  
4 document and have the same force and effect as original signatures.

5 **15. NOTICES**

6 15.1 Any notices under this Consent Judgment shall be by delivery of First Class Mail.

7  
8 If to CAG:

9 Reuben Yeroushalmi, Esq.  
10 Yeroushalmi & Yeroushalmi  
11 9100 Wilshire Boulevard, Suite 240W  
Beverly Hills, CA 90212

12 If to Defendant ROXY TRADING, INC.:

13 Arthur Fine, Esq.  
14 MITCHELL SILBERBERG & KNUPP LLP  
15 11377 West Olympic Boulevard  
Los Angeles, CA 90064-1683

16 If to Defendant HOA BINH POMONA SUPERMARKET:

17 Richard H. Lam  
18 ALVAREZ-GLASMAN & COLVIN  
19 13181 Crossroads Parkway North  
Suite 400 – West Tower  
20 City of Industry, Calif. 91746

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16. AUTHORITY TO STIPULATE

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

AGREED TO:

Date: June 6, 2017

Name: Michael Marcus

Title: Director  
CONSUMER ADVOCACY GROUP,  
INC.

AGREED TO:

Date: June 5, 2017

Name: SIENG SAETANG

Title: President  
ROXY TRADING, INC.

AGREED TO:

Date: \_\_\_\_\_, 2017

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

Title: \_\_\_\_\_  
HOA BINH POMONA SUPERMARKET

IT IS SO ORDERED.

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

JUDGE OF THE SUPERIOR COURT

16. AUTHORITY TO STIPULATE

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

AGREED TO:

Date: \_\_\_\_\_, 2017

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

Title: \_\_\_\_\_  
CONSUMER ADVOCACY GROUP,  
INC.

AGREED TO:

Date: \_\_\_\_\_, 2017

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

Title: \_\_\_\_\_  
ROXY TRADING, INC.

AGREED TO:

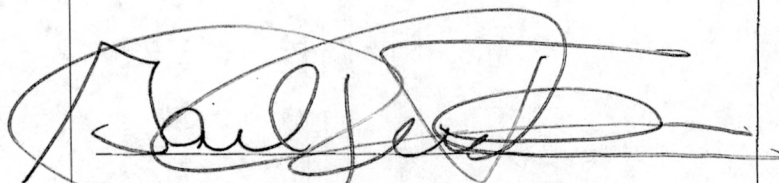
Date: June 2<sup>nd</sup>, 2017

Name: Doreen Han

Title: Chief financial officer  
HOA BINH POMONA SUPERMARKET

IT IS SO ORDERED.

Date: 8/7/17



JUDGE OF THE SUPERIOR COURT

**GAIL RUDERMAN FEUER**