

1 Reuben Yeroushalmi (SBN 193981)
Peter T. Sato (SBN 238486)
2 Ben Yeroushalmi (SBN 232540)
3 **YEROUSHALMI & YEROUSHALMI**
An Association of Independent Law Corporations
9100 Wilshire Boulevard, Suite 240W
4 Beverly Hills, CA 90212
Telephone: (310) 623-1926
5 Facsimile: (310) 623-1930

6 Attorneys for Plaintiff,
7 Consumer Advocacy Group, Inc.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

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

13 Plaintiff,

14 v.

16 HONG KONG SUPERMARKET OF
17 MONTEREY PARK, LTD., a California
18 Corporation; JANS ENTERPRISES
CORPORATION, a California Corporation;
19 PT GUNACIPTA MULTIRASA, a business
entity form unknown; and DOES 1-20;

20 Defendants.
21
22

CASE NO: BC627223

**[PROPOSED] CONSENT JUDGMENT
BETWEEN PLAINTIFF CONSUMER
ADVOCACY GROUP, INC., AND
JANS ENTERPRISES
CORPORATION**

Dept.: 48
Judge: Hon. Elizabeth Allen White

Complaint file: July 14, 2016
FAC filed: November 22, 2016

23 1. INTRODUCTION

24 1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer
25 Advocacy Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the interest of the
26 public, and Defendant JANS Enterprises Corporation (“JANS” or “Defendant”) with each a Party
27 to the action and collectively referred to as “Parties.”
28

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

JUL 16 2018
REC'D
MAY 25 2018
FILING WINDOW
Shirley B. Carter, Executive Officer/Clerk
Anthony He. Deputy

Received
MAY 29 2018
Department 48

1 **1.2 Defendant and Products**

2 1.2.1 JANS is a California corporation which employs ten or more persons. For
3 purposes of this Consent Judgment, JANS is deemed a person in the course of doing business in
4 California and subject to the provisions of the Safe Drinking Water and Toxic Enforcement Act of
5 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition 65”).

6 1.2.2 Defendant manufactures, causes to be manufactured, sells, or distributes Galangal
7 Powder, including but not limited to: “Butterfly Since 1942” Galangal Powder, Net. Weight (55g/
8 2oz) Produced By PT Gunacipta Multirasa Made in Indonesia, Sole. Distributor: JANS Enterprises
9 Corp (USA). Production Code 450 01, 120516 UPC: 8 992984 610424”

10 1.2.3 Defendant manufactures, causes to be manufactured, sells, or distributes Dried
11 Anchovies, including but not limited to “Fish Fillet Anchovy”; “Masarap”; “Ikan Teri Net Weight
12 4.05 oz. (115g)”; “Product of Indonesia”; “Wira Brand”; “Premium Quality”;
13 www.wiracorp.com”; “Imported by WIRA Corp.”; “0838452001272.”

14 **1.3 Chemical of Concern**

15 1.3.1 Lead and lead compounds, are known to the State of California to cause cancer
16 and/or birth defects or other reproductive harm.

17 **1.4 Notices of Violation.**

18 1.4.1 On or about December 16, 2015, CAG served a “60-Day Notice of Intent to
19 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“December
20 16, 2015 Notice”) that provided the recipients with notice of alleged violations of Health & Safety
21 Code § 25249.6 for failing to warn individuals in California of exposures to Lead contained in
22 Galangal Powder sold by JANS. No public enforcer has commenced or diligently prosecuted the
23 allegations set forth in the December 16, 2015 Notice.

24 1.4.2 On or about July 13, 2017, CAG served a “60-Day Notice of Intent to Sue
25 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“July 13, 2017
26 Notice”) that provided the recipients with notice of alleged violations of Health & Safety Code §
27 25249.6 for failing to warn individuals in California of exposures to Lead contained in Anchovies
28

1 sold by JANS. No public enforcer has commenced or diligently prosecuted the allegations set
2 forth in the July 13, 2017 Notice.

3 **1.5 Complaints.**

4 1.5.1 On July 14, 2016, CAG filed a Complaint for civil penalties and injunctive
5 relief (“1st Complaint”) in Los Angeles Superior Court, Case No. BC627223, against Defendant
6 Hong Kong Supermarket. The Complaint alleges, among other things, that Defendant Hong Kong
7 Supermarket violated Proposition 65 by failing to give clear and reasonable warnings of exposure
8 to Lead from Galangal Powder.

9 1.5.2 On November 28, 2016, CAG filed its First Amended Complaint for civil
10 penalties and injunctive relief (“2nd Complaint”) in Los Angeles County Superior Court Case No.
11 BC627223, which included JANS. (The 2nd Complaint alleges, among other things, that Defendant
12 violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead from
13 Galangal Powder.)

14 1.5.3 On February 17, 2018, CAG filed its Second Amended Complaint for civil
15 penalties and injunctive relief (“3rd Complaint”) in Los Angeles Superior Court Case No.
16 BC627223, against Defendant. The 3rd Complaint alleges, among other things, that Defendant
17 violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead from
18 Galangal Powder, and Dried Anchovies.

19 1.5.5 The 1st Complaint, 2nd Complaint, and 3rd Complaint are together referred
20 to herein as the “Complaints.”

21 **1.6 Consent to Jurisdiction**

22 For purposes of this Consent Judgment, the Parties stipulate that this Court has jurisdiction
23 over the allegations of violations contained in the Complaints and personal jurisdiction over
24 Defendant as to the acts alleged in the Complaints, that venue is proper in the County of Los
25 Angeles and that this Court has jurisdiction to enter this Consent Judgment as a full settlement and
26 resolution of the allegations contained in the Complaints and of all claims which were or could
27

1 have been raised by any person or entity based in whole or in part, directly or indirectly, on the
2 facts alleged therein or arising therefrom or related thereto.

3 **1.7 No Admission**

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

19 **2. DEFINITIONS**

20
21 2.1 “Galangal Covered Products” means: Galangal Powder, which includes but is not limited
22 to: “Butterfly Since 1942” Galangal Powder, Net. Weight (55g/ 2oz) Produced By PT Gunacipta
23 Multirasa Made in Indonesia, Sole. Distributor: JANS Enterprises Corp (USA). Production Code
24 450 01, 120516 UPC: 8 992984 610424,” sold only by Defendant.

25 2.2 “Anchovies Covered Products” means Dried Anchovies, which includes but is not limited
26 to, ““Fish Fillet Anchovy”; “Masarap”; “Ikan Teri Net Weight 4.05 oz. (115g)””; “Product of
27 Indonesia”; “Wira Brand”; “Premium Quality”; “www.wiracorp.com”; “Imported by WIRA
28 Corp.”; “0838452001272,” sold only by Defendant.

1 2.3 “Effective Date” means the date that this Consent Judgment is approved by the
2 Court.

3 2.4 “Lead” means lead and lead compounds.

4 2.7 “Listed Chemical” means Lead.

5 2.8 “Notices” means the December 16, 2015 Notice, and July 13, 2017 Notice.

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

7 3.1 Galangal Covered Products: After the Effective Date, Defendant shall not sell,
8 offer for sale in California, or ship for sale in California any Galangal Covered Products unless
9 Defendant has either (a) reformulated the Galangal Covered Products to the point where the level
10 of Lead does not exceed more than 40 ppb (parts per billion), or, (b) if the Galangal Covered
11 Products exceed 40 ppb of Lead, provide a Proposition 65 compliant warning on the Galangal
12 Covered Products. Any warning provided pursuant to this section shall be affixed to the packaging
13 of, or directly on, the Galangal Covered Products, and be prominently placed with such
14 conspicuousness as compared with other words, statements, designs, or devices as to render it
15 likely to be read and understood by an ordinary individual under customary conditions before
16 purchase or use. The Parties agree that product labeling stating that:

17
18 **WARNING:** This product contains chemicals known to the State of California to cause
19 cancer and birth defects or other reproductive harm.

20 or

21 **⚠ WARNING:** Consuming this product can expose you to chemicals including [name of
22 one or more chemicals], which is [are] known to the State of California to cause cancer and
23 birth defects or other reproductive harm. For more information go to
24 www.P65Warnings.ca.gov/food.

25 or

26 **⚠ WARNING:** Consuming this product can expose you to chemicals known to the State
27 of California to cause cancer and birth defects or other reproductive harm. For more
28 information go to www.P65Warnings.ca.gov/food.

1 shall constitute compliance with Proposition 65 with respect to the Listed Chemicals in the
2 Galangal Covered Products, distributed and/or sold by the Defendant after the Effective Date.

3 3.2 Anchovies Covered Products: After the Effective Date, Defendant shall not sell,
4 offer for sale in California, or ship for sale in California any Anchovies Covered Products unless
5 Defendant has either (a) reformulated the Anchovies Covered Products to the point where the level
6 of Lead does not exceed more than 40 ppb, or (b) if the Anchovies Covered Products exceeds 40
7 ppb of Lead, provide a Proposition 65 compliant warning on the Anchovies Covered Products.
8 Any warning provided pursuant to this section shall be affixed to the packaging of, or directly on,
9 the Anchovies Covered Products, and be prominently placed with such conspicuousness as
10 compared with other words, statements, designs, or devices as to render it likely to be read and
11 understood by an ordinary individual under customary conditions before purchase or use. The
12 Parties agree that product labeling stating that:

13
14 **WARNING:** This product contains chemicals known to the State of California to cause
15 cancer and birth defects or other reproductive harm.

16 or

17 **⚠ WARNING:** Consuming this product can expose you to chemicals including [name of
18 one or more chemicals], which is [are] known to the State of California to cause cancer and
19 birth defects or other reproductive harm. For more information go to
20 www.P65Warnings.ca.gov/food.

21 or

22 **⚠ WARNING:** Consuming this product can expose you to chemicals known to the State
23 of California to cause cancer and birth defects or other reproductive harm. For more
24 information go to www.P65Warnings.ca.gov/food.

25 shall constitute compliance with Proposition 65 with respect to the Listed Chemicals in the
26 Anchovies Covered Products, distributed and/or sold by the Defendant after the Effective Date.

27 ///

1 4. **SETTLEMENT PAYMENT**

2 4.1 **Payment and Due Date:** Within seven (7) days of the Effective Date, Defendant
3 shall pay a total of ninety-five thousand dollars and zero cents (\$95,000.00) in full and complete
4 settlement of all monetary claims by CAG related to the Notices, as follows:

5 4.1.1 **Civil Penalty:** Defendant shall issue two separate checks totaling five
6 thousand seven-hundred and twenty dollars (\$5,720.00) as penalties pursuant to Health & Safety
7 Code § 25249.12:

8 (a) Defendant will issue one check made payable to the State of California's
9 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of four thousand
10 two-hundred ninety dollars (\$4,290.00) representing 75% of the total penalty and Defendant will
11 issue a second check to CAG in the amount of one thousand four-hundred and thirty dollars
12 (\$1,430) representing 25% of the total penalty;

13 (b) Separate 1099s shall be issued for each of the above payments:
14 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
15 0284486) in the amount of \$4,290.00. Defendant will also issue a 1099 to CAG in the amount of
16 \$1,430.00 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite
17 240W, Beverly Hills, California 90212.

18 4.1.2 **Additional Settlement Payments:** Defendant shall issue a separate check
19 in the amount of four thousand two-hundred eighty dollars (\$4,280.00), paid as an additional
20 settlement payment ("ASP") to "Consumer Advocacy Group, Inc." pursuant to Health & Safety
21 Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). CAG will use this
22 payment as follows, eighty five percent (85%) for fees of investigation, purchasing and testing for
23 Proposition 65 listed chemicals in various products, and for expert fees for evaluating exposures
24 through various mediums, including but not limited to consumer product, occupational, and
25 environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and
26 retaining experts who assist with the extensive scientific analysis necessary for those files in
27
28

1 litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding attorney
2 fees; fifteen percent (15%) for administrative costs incurred during investigation and litigation to
3 reduce the public's exposure to Proposition 65 listed chemicals by notifying those persons and/or
4 entities believed to be responsible for such exposures and attempting to persuade those persons
5 and/or entities to reformulate their products or the source of exposure to completely eliminate or
6 lower the level of Proposition 65 listed chemicals including but not limited to costs of
7 documentation and tracking of products investigated, storage of products, website enhancement
8 and maintenance, computer and software maintenance, investigative equipment, CAG's member's
9 time for work done on investigations, office supplies, mailing supplies and postage. Within 30
10 days of a request from the Attorney General, CAG shall provide to the Attorney General copies of
11 documentation demonstrating how the above funds have been spent. CAG shall be solely
12 responsible for ensuring the proper expenditure of such additional settlement payment.

13 **4.1.3 Reimbursement of Attorney's Fees and Costs:** Defendant shall pay
14 eighty-five thousand dollars (\$85,000.00) payable to "Yeroushalmi & Yeroushalmi" as
15 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs
16 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, and
17 negotiating a settlement in the public interest.

18 4.2 Other than the payment to OEHHA described above, all payments referenced in
19 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi
20 & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to
21 OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike
22 Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with
23 payment to OEHHA, Defendant shall provide CAG with written confirmation that the payment to
24 OEHHA was delivered.
25
26
27
28

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 Defendant and their officers, directors, insurers,
4 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister
5 companies, and their successors and assigns (“Defendant Releasees”), and each entity to whom
6 Defendant directly or indirectly distributes or sells the Galangal Covered Products and/or
7 Anchovies Covered Products, including, but not limited to, downstream distributors, wholesalers,
8 customers, retailers, franchisees, cooperative members, licensees, and the successors and assigns
9 of each of them, who may use, maintain, distribute or sell Galangal Covered Products and/or
10 Anchovies Covered Products, including without limitation Defendant Hong Kong Supermarket
11 (“Downstream Defendant Releasees”), for all claims for violations of Proposition 65 up through
12 the Effective Date based on exposure to the Lead from Galangal Covered Products, and/or Lead
13 from Anchovies Covered Products as set forth in the Notices. Defendant’s and Defendant
14 Releasees’ compliance with this Consent Judgment shall constitute compliance with Proposition
15 65 with respect to exposure to the Lead from Galangal Covered Products, and/or exposure to Lead
16 in Anchovies Covered Products. Nothing in this Section affects CAG’s right to commence or
17 prosecute an action under Proposition 65 against any person other than Defendant, Defendant
18 Releasees or Downstream Defendant Releasees. (Defendant, Defendant Releasees or Downstream
19 Defendant Releasees herein referred to as “Released Parties”)

20
21 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
22 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
23 indirectly, any form of legal action and releases all claims, including, without limitation, all
24 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,
25 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert
26 fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown, fixed or
27 contingent (collectively “Claims”), against the Released Parties arising from any violation of
28

1 Proposition 65 or any other statutory or common law regarding the failure to warn about exposure
2 to the Lead from the Galangal Covered Products and/or to Lead from the Anchovies Covered
3 Products. In furtherance of the foregoing, as to alleged exposures to the Lead from the Galangal
4 Covered Products and/or the Anchovies Covered Products, CAG on behalf of itself only, hereby
5 waives any and all rights and benefits which it now has, or in the future may have, conferred upon
6 it with respect to Claims arising from any violation of Proposition 65 or any other statutory or
7 common law regarding the failure to warn about exposure to lead from the Galangal Covered
8 Products and/or Lead from the Anchovies Covered Products, by virtue of the provisions of section
9 1542 of the California Civil Code, which provides as follows:

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

14 CAG understands and acknowledges that the significance and consequence of this waiver of
15 California Civil Code section 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 the Lead from the Galangal Covered Products and Lead from the Anchovies
19 Covered Products, including but not limited to any exposure to, or failure to warn with respect to
20 exposure to Lead from the Galangal Covered Products and/or the Anchovies Covered Products,
21 CAG will not be able to make any claim for those damages against the Released Parties.
22 Furthermore, CAG acknowledges that it intends these consequences for any such Claims arising
23 from any violation of Proposition 65 or any other statutory or common law regarding the failure
24 to warn about exposure to the Lead from the Galangal Covered Products and to Lead from the
25 Anchovies Covered Products, as may exist as of the date of this release but which CAG does not
26 know exist, and which, if known, would materially affect their decision to enter into this Consent
27 Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight, error,
28

1 negligence, or any other cause.

2 6. ENFORCEMENT OF JUDGMENT

3 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
4 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
5 California, Los Angeles County, giving the notice required by law, enforce the terms and
6 conditions contained herein. A Party may enforce any of the terms and conditions of this Consent
7 Judgment only after that Party first provides 90-days' notice to the Party allegedly failing to
8 comply with the terms and conditions of this Consent Judgment and attempts to resolve such
9 Party's failure to comply in an open and good faith manner.

10 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
11 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of Violation
12 ("NOV") to Defendant. The NOV shall include for each of the Covered Products: Any notice to
13 Defendant must contain (a) the name of the product, (b) specific dates when the product was sold
14 in California, (c) the store or other place at which the product was available for sale to consumers,
15 and (d) any other evidence or other support for the allegations in the notice.

16 6.2.1 **Non-Contested NOV.** CAG shall take no further action regarding the
17 alleged violation if, within 60 days of receiving such NOV, Defendant serves a Notice of
18 Election ("NOE") that meets one of the following conditions:

19 (a) The Covered Products were shipped by Defendant for sale in
20 California before the Effective Date, or

21 (b) Since receiving the NOV Defendant has taken corrective action by
22 either (i) take all steps necessary to bring the sale of the product into compliance under the
23 terms of this Consent Judgment, or (ii) requesting that its customers or stores in California,
24 as applicable, remove the Covered Products identified in the NOV from sale in California
25 and destroy or return the Covered Products to Defendant or vendor, as applicable, or (iii)
26 refute the information provided in paragraph 6.2.
27

1 6.2.2 **Contested NOV.** Defendant may serve a Notice of Election (“NOE”)
2 informing CAG of its election to contest the NOV within 30 days of receiving the NOV.

3 (a) In its election, Defendant may request that the sample(s) Covered
4 Products tested by CAG be subject to confirmatory testing at an EPA-accredited laboratory.

5 (b) If the confirmatory testing establishes that the Galangal Covered
6 Products do not contain any of the Listed Chemicals in excess of the levels allowed in
7 Section 3.1 above or that the Anchovies Covered Products do not contain Lead in excess
8 of the level allowed in Section 3.2 above, CAG shall take no further action regarding the
9 alleged violation. If the testing does not establish compliance with Section 3.1 or 3.2,
10 above, Defendant may withdraw its NOE to contest the violation and may serve a new
11 NOE pursuant to Section 6.2.1.

12 (c) If Defendant does not withdraw an NOE to contest the NOV, the
13 Parties shall meet and confer for a period of no less than 30 days before CAG may seek an
14 order enforcing the terms of this Consent Judgment.

15 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the
16 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

17
18 **7. ENTRY OF CONSENT JUDGMENT**

19 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
20 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
21 Defendants waive their respective rights to a hearing or trial on the allegations of the Complaint.

22 7.2 If this Consent Judgment is not approved in full by the Court, (a) this Consent
23 Judgment and any and all prior agreements between the parties merged herein shall terminate and
24 become null and void, and the actions shall revert to the status that existed prior to the execution
25 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
26 negotiation, documentation, or other part or aspect of the Parties’ settlement discussions, shall
27 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,
28

1 negotiations, commitments and understandings related hereto. No representations, oral or
2 otherwise, express or implied, other than those contained herein have been made by any party
3 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
4 to exist or to bind any of the Parties.

5 **13. GOVERNING LAW**

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

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

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

1 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
2 this regard, the Parties hereby waive California Civil Code § 1654.

3 **14. EXECUTION AND COUNTERPARTS**

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

7 **15. NOTICES**

8 15.1 Any notices under this Consent Judgment shall be by personal delivery of First
9 Class Mail.

10
11 If to CAG:

12 Yeroushalmi & Yeroushalmi
13 9100 Wilshire Boulevard, Suite 240W
14 Beverly Hills, CA 90212
(310) 623-1926

15 If to Defendant JANS Enterprises Corporation:

16 /// Michael J. Stiles
17 Stiles Pomeroy LLP
18 790 E. Green St.
19 Pasadena, California 91101
20 Ph.: (626) 243-5599
21 Fax: (626) 389-0599

22 ///

23 ///

24 ///

25 ///

26 ///

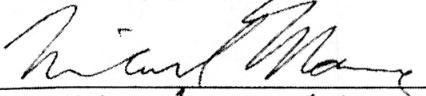
27 ///

1 16. AUTHORITY TO STIPULATE

2 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
3 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
4 the party represented and legally to bind that party.

5
6 AGREED TO:

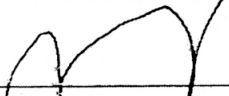
7 Date: 05/01, 2018

8 
9 Name: Michael Marcus

10 Title: Director
11 CONSUMER ADVOCACY GROUP, INC.

AGREED TO:


7 Date: APRIL 20th, 2018

8 
9 Name: ANTHONY KARTAWINATA

10 Title: PRESIDENT
11 JANS ENTERPRISES CORPORATION

12 IT IS SO ORDERED.

13
14 Date: 7/16/18

15 
16 JUDGE OF THE SUPERIOR COURT
17 Elizabeth Allen White