

ORIGINAL

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

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES

11 CONSUMER ADVOCACY GROUP, INC.,
in the public interest,

12
13 Plaintiff,

14 v.

15 VIVA BARGAIN CENTER, INC., a
16 California Corporation; VIVA BARGAIN
CENTER, a business entity form unknown;
17 CRAZY Q BARGAIN, a California
Corporation; ATLPAC TRADING
18 COMPANY, INC., a California Corporation;
19 LA LUO CHENG, INC., a business entity
form unknown; ACME FOOD SALES, INC.,
20 a Washington Corporation;
21 TRANSNATIONAL FOODS, INC., a
Florida Profit Corporation; and DOES 1-70;
22 Defendants.

CASE NO. BC642673

CONSENT JUDGMENT [~~PROPOSED~~]

Health & Safety Code § 25249.5 *et seq.*

[Assigned For All Purposes to Honorable
Elizabeth Allen White in Dept. 48]

Complaint filed: December 2, 2016

23 **1. INTRODUCTION**

24 1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER
25 ADVOCACY GROUP, INC. ("Plaintiff" or "CAG") acting on behalf of itself and in the interest
26 of the public, and Defendant, TRANSNATIONAL FOODS, INC., ("TRANSNATIONAL"),
27 with each a Party to the action and collectively referred to as "Parties."
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FILED
Superior Court of California
County of Los Angeles

DEC 13 2017

Sherrri R. Carter, Executive Officer/Clerk
By Anthony He, Deputy
Anthony He

RECEIVED
OCT 25 2017
FILING WINDOW

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1.2 Defendants and Covered Products

1.2.1 CAG alleges that TRANSNATIONAL is a Florida Corporation which employs ten or more persons. For purposes of this Consent Judgment only, TRANSNATIONAL 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 TRANSNATIONAL manufactures, causes to be manufactured, sells, or distributes certain Smoked Oysters 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.

On or about June 16, 2016, CAG served TRANSNATIONAL 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" ("June 16, 2016 Notice") that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to cadmium and cadmium compounds, as well as lead and lead compounds, contained in certain Smoked Oysters sold by TRANSNATIONAL in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the June 16, 2016 Notice.

1.5 Complaint.

On December 2, 2016, CAG filed a Complaint against TRANSNATIONAL for civil penalties and injunctive relief (the "Complaint") in Los Angeles County Superior Court, Case No. BC642673, alleging that TRANSNATIONAL violated Proposition 65 for allegedly failing

1 to give clear and reasonable warnings of alleged exposure to lead and cadmium in certain
2 smoked oysters TRANSNATIONAL distributed and/or sold in California.

3 **1.6 Consent to Jurisdiction**

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

12 **1.7 No Admission**

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

4 **2. DEFINITIONS**

5 2.1 "Covered Products" means Smoked Oysters, which includes but is not limited to,
6 ""Pampa®"; "Smoked Oysters"; "in vegetable oil"; "NET WT 3 OZ 85g"; "Distributed by:
7 Transnational Foods, Inc."; "Miami, FL 33131"; "Product of China"; "Farm Raised";
8 www.transnationalfoods.com; "Pampa is a registered trademark of Transnational Foods, Inc.";
9 UPC:8 57361 00088 6"" sold or supplied only by TRANSNATIONAL.

10 2.2 "Effective Date" means the date that this Consent Judgment is approved by the
11 Court.

12 2.3 "Lead" means lead and lead compounds.

13 2.4 "Cadmium" means cadmium and cadmium compounds.

14 2.5 "Listed Chemicals" means Lead and Cadmium.

15 2.6 "Notice" means Plaintiff's June 16, 2016 Notice.

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

17 3.1 After the Effective Date, TRANSNATIONAL shall not sell, offer for sale in
18 California, or ship for sale in California any Covered Products unless the level of Lead does not
19 exceed 50 parts per billion ("ppb") and the level of Cadmium does not exceed 85 ppb. For any
20 Covered Products that exceed those respective levels of Lead or Cadmium that are sold in
21 California after the Effective Date, TRANSNATIONAL must provide a Proposition 65
22 compliant warning for the Covered Products as set forth below. Any warning provided pursuant
23 to this section shall be affixed to the packaging of, or directly on, the Covered Products, and be
24 prominently placed with such conspicuousness as compared with other words, statements,
25 designs, or devices as to render it likely to be read and understood by an ordinary individual
26 under customary conditions before purchase or use. The Parties agree that the following warning
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1 language shall constitute compliance with Proposition 65 with respect to the alleged Listed
2 Chemicals in the Covered Products distributed and/or sold by TRANSNATIONAL after the
3 Effective Date:

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

6 3.2 For any Covered Products still existing in TRANSNATIONAL's inventory as of
7 the Effective Date and located at a facility owned or controlled by TRANSNATIONAL,
8 TRANSNATIONAL shall place a Proposition 65 compliant warning on them. Any warning
9 provided pursuant to this section shall be affixed to the packaging of, or directly on, the Covered
10 Products, and be prominently placed with such conspicuousness as compared with other words,
11 statements, designs, or devices as to render it likely to be read and understood by an ordinary
12 individual under customary conditions before purchase or use. The Parties agree that the
13 following warning language shall constitute compliance with Proposition 65 with respect to the
14 alleged Listed Chemicals in the Covered Products existing in TRANSNATIONAL's inventory
15 as of the Effective Date and located at a facility owned or controlled by TRANSNATIONAL:
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17 **WARNING:** This product contains chemicals known to the State of California to cause
18 cancer and birth defects or other reproductive harm.

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20 **4. SETTLEMENT PAYMENT**

21 4.1 **Payment and Due Date:** Within 15 days of the Effective Date,
22 TRANSNATIONAL shall pay a total of seventy-five thousand dollars and zero cents (\$75,000)
23 in full and complete settlement of any and all claims for civil penalties, damages, attorney's fees,
24 expert fees or any other claim for costs, expenses or monetary relief of any kind for claims that
25 were or could have been asserted in the Notices or Complaint, as follows:
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1 4.1.1 **Civil Penalty:** TRANSNATIONAL shall issue two separate checks
2 totaling five thousand seven-hundred and twenty dollars and zero cents (\$5,720.00) as follows
3 for alleged civil penalties pursuant to Health & Safety Code § 25249.12:

4 (a) TRANSNATIONAL will issue one check made payable to the State of
5 California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of
6 four thousand two-hundred and ninety dollars and zero cents (\$4,290.00) representing 75% of
7 the total civil penalty and TRANSNATIONAL will issue a second check to CAG in the amount
8 of one thousand four-hundred and thirty dollars and zero cents (\$1,430.00) representing 25% of
9 the total civil penalty;

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

15 4.1.2 **Additional Settlement Payment:** TRANSNATIONAL shall pay four
16 thousand two-hundred and eighty dollars and zero cents (\$4,280.00) as additional settlement
17 payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety Code § 25249.7(b)
18 and California Code of Regulations, Title 11 § 3203(d). CAG will use this payment as follows,
19 eighty five percent (85%) for fees of investigation, purchasing and testing for Proposition 65
20 Listed Chemicals in various products, and for expert fees for evaluating exposures through
21 various mediums, including but not limited to consumer product, occupational, and
22 environmental exposures to Proposition 65 Listed Chemicals, and the cost of hiring consulting
23 and retaining experts who assist with the extensive scientific analysis necessary for those files in
24 litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding
25 attorney fees; fifteen percent (15%) for administrative costs incurred during investigation and
26 litigation to reduce the public's exposure to Proposition 65 Listed Chemicals by notifying those
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1 persons and/or entities believed to be responsible for such exposures and attempting to persuade
2 those persons and/or entities to reformulate their products or the source of exposure to
3 completely eliminate or lower the level of Proposition 65 Listed Chemicals including but not
4 limited to costs of documentation and tracking of products investigated, storage of products,
5 website enhancement and maintenance, computer and software maintenance, investigative
6 equipment, CAG's member's time for work done on investigations, office supplies, mailing
7 supplies and postage. Within 30 days of a request from the Attorney General, CAG shall provide
8 to the Attorney General copies of documentation demonstrating how the above funds have been
9 spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional
10 settlement payment.

11 4.1.3 **Reimbursement of Attorney Fees and Costs:** TRANSNATIONAL shall
12 pay sixty-five thousand dollars and zero cents (\$65,000.00) payable to "Yeroushalmi &
13 Yeroushalmi" as complete reimbursement for any and all reasonable investigation fees and costs,
14 attorneys' fees, expert fees, and any and all other costs and expenses incurred as a result of
15 investigating, bringing this matter to the TRANSNATIONAL's attention, litigating, negotiating
16 a settlement in the public interest, and seeking and obtaining court approval of this Consent
17 Judgment.

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,
20 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
21 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard
22 Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812.
23 Defendant shall provide written confirmation to CAG upon payment to OEHHA.
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25 **5. MATTERS COVERED BY THIS CONSENT JUDGMENT**

26 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
27 behalf of itself and in the public interest, and TRANSNATIONAL and its officers, directors,
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1 insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners,
2 affiliates, agents, sister companies, and their successors and assigns ("Defendant Releasees"),
3 and each entity to whom TRANSNATIONAL directly or indirectly distributes or sells the
4 Covered Products, including, but not limited to, downstream distributors, wholesalers,
5 customers, retailers, franchisees, cooperative members, licensees, and the successors and assigns
6 of each of them, who may use, maintain, distribute or sell Covered Products ("Downstream
7 Defendant Releasees"), of all claims that have been or could have been asserted for alleged or
8 actual violations of Proposition 65 or its implementing regulations for alleged exposures to the
9 Listed Chemicals from the Covered Products manufactured, distributed or sold by
10 TRANSNATIONAL up through the Effective Date as set forth in the Notices and Complaint.
11 TRANSNATIONAL, Defendant Releasees and Downstream Defendant Releasees are hereafter
12 collectively referred to as the "Released Parties". CAG, on behalf of itself and in the public
13 interest, hereby discharges and releases Released Parties from any and all claims, including,
14 without limitation, all actions, and causes of action, in law or in equity, suits, liabilities,
15 demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not
16 limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether
17 known or unknown, fixed or contingent, asserted, or that could have been asserted, for any
18 alleged or actual violations of Proposition 65 or its implementing regulations for alleged
19 exposures to the Listed Chemicals from the Covered Products manufactured, distributed or sold
20 by Defendant up through the Effective Date as set forth in the Notices and Complaint.
21 (collectively "Claims"). TRANSNATIONAL and Defendant Releasees compliance with this
22 Consent Judgment shall constitute compliance with Proposition 65 with respect to alleged
23 exposures to the Listed Chemicals from the Covered Products sold by Defendant Releasees or
24 Downstream Defendant Releasees after the Effective Date. Nothing in this Section affects
25 CAG's right to commence or prosecute an action under Proposition 65 against any person other
26 than TRANSNATIONAL, Defendant Releasees, or Downstream Defendant Releasees.
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1 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
2 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
3 indirectly, any form of legal action and discharges and releases the Released Parties from any
4 and all Claims, arising from any actual or alleged violation of Proposition 65 or any other
5 statutory or common law claim regarding the Covered Products manufactured, distributed or sold
6 by the Released Parties through the Effective Date regarding any actual or alleged failure to warn
7 about exposure to the Listed Chemicals from the Covered Products.

8 In furtherance of the foregoing, CAG on behalf of itself only, hereby waives any and all
9 rights and benefits which it now has, or in the future may have, conferred upon it with respect to
10 Claims regarding the Covered Products manufactured, distributed or sold by the Released Parties
11 through the Effective Date arising from any violation of Proposition 65 or any other statutory or
12 common law regarding the failure to warn about exposure to the Listed Chemicals from the
13 Covered Products by virtue of the provisions of section 1542 of the California Civil Code, which
14 provides as follows:

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

19 CAG understands and acknowledges that the significance and consequence of this waiver of
20 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
21 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
22 violation of Proposition 65 or any other statutory or common law regarding the Covered
23 Products manufactured, distributed or sold by the Released Parties through the Effective Date
24 regarding the failure to warn about actual or alleged exposure to the Listed Chemicals from the
25 Covered Products, CAG will not be able to make any claim for those damages, penalties or other
26 relief against the Released Parties. Furthermore, CAG acknowledges that it intends these
27 consequences for any such Claims arising from any violation of Proposition 65 or any other
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1 statutory or common law regarding the failure to warn about exposure to the Listed Chemicals
2 from the Covered Products as may exist as of the date of this release but which CAG does not
3 know exist, and which, if known, would materially affect their decision to enter into this Consent
4 Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight,
5 error, negligence, or any other cause.

6 **6. ENFORCEMENT OF JUDGMENT**

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

14 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
15 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of
16 Violation ("NOV") to TRANSNATIONAL. The NOV shall include for each of the Covered
17 Products: (a) the name of the Covered Products; (b) specific dates when the Covered Product
18 was sold in California; (c) the store or other place at which the Covered Product was available
19 for sale to consumers; (d) analytical sampling results, from a California certified laboratory, of
20 Covered Products that show a concentration of a Listed Chemical that exceeds the level set forth
21 in Section 3.1; (e) evidence establishing the warning required in Section 3.1 was not provided;
22 and (f) any other evidence or support for the allegations in the NOV.

24 6.2.1 **Non-Contested NOV.** CAG shall take no further action of any kind
25 regarding the alleged violation if, within 60 days of receiving such NOV,
26 TRANSNATIONAL serves a Notice of Election ("NOE") not to contest the NOV that
27 meets one of the following conditions:
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1 (a) A statement that the Covered Product was manufactured or
2 shipped by TRANSNATIONAL for sale in California before the Effective Date; or

3 (b) A statement that, since receiving the NOV, TRANSNATIONAL
4 has taken corrective action by either: (i) taking all steps necessary to bring the sale of the
5 product into compliance under the terms of this Consent Judgment; or (ii) requesting that
6 its customers or stores in California, as applicable, remove the Covered Product identified
7 in the NOV from sale in California and destroy or return the Covered Product to
8 Defendant or vendor, as applicable; or (iii) refute the information provided in the NOV.

9 6.2.2 **Contested NOV.** TRANSNATIONAL may serve a Notice of Election
10 (“NOE”) informing CAG of its election to contest the NOV within 60 days of receiving
11 the NOV.

12 (a) In its election, TRANSNATIONAL may request that the sample(s)
13 of Covered Product tested by CAG be subject to confirmatory testing at an EPA-
14 accredited laboratory.

15 (b) If the confirmatory testing establishes that the Covered Products do
16 not contain the Listed Chemicals in excess of the levels allowed in Section 3.1, above,
17 CAG shall take no further action regarding the alleged violation. If the testing does not
18 establish compliance with Section 3.1, above, TRANSNATIONAL may withdraw its
19 NOE to contest the violation and may serve a new NOE pursuant to Section 6.2.1.

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

23 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the
24 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.
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1 **7. ENTRY OF CONSENT JUDGMENT**

2 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
3 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
4 TRANSNATIONAL waive their respective rights to a hearing and trial on the allegations in the
5 Notices and Complaint.

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

14 **8. MODIFICATION OF JUDGMENT**

15 8.1 This Consent Judgment may be modified only upon written agreement of the
16 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
17 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

18 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
19 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.
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21 **9. RETENTION OF JURISDICTION**

22 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
23 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

24 **10. SERVICE ON THE ATTORNEY GENERAL**

25 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
26 California Attorney General so that the Attorney General may review this Consent Judgment
27 prior to its submittal to the Court for approval. No sooner than forty-five (45) days after the
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1 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may
2 then submit it to the Court for approval.

3 **11. ATTORNEY FEES**

4 11.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its
5 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

6 **12. ENTIRE AGREEMENT**

7 12.1 This Consent Judgment contains the sole and entire agreement and understanding
8 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
9 negotiations, commitments and understandings related hereto. No representations, oral or
10 otherwise, express or implied, other than those contained herein have been made by any party
11 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
12 deemed to exist or to bind any of the Parties.

13 **13. GOVERNING LAW**

14 13.1 The validity, construction and performance of this Consent Judgment shall be
15 governed by the laws of the State of California, without reference to any conflicts of law
16 provisions of California law.

17 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
18 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
19 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
20 rendered inapplicable by reason of law generally as to the Covered Products, then
21 TRANSNATIONAL may provide written notice to CAG of any asserted change in the law, and
22 shall have no further obligations pursuant to this Consent Judgment with respect to, and to the
23 extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be
24 interpreted to relieve TRANSNATIONAL from any obligation to comply with any other
25 pertinent state or federal law or regulation.
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1 13.3 The Parties, including their counsel, have participated in the preparation of this
2 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
3 Consent Judgment was subject to revision and modification by the Parties and has been accepted
4 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty
5 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a
6 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent
7 Judgment agrees that any statute or rule of construction providing that ambiguities are to be
8 resolved against the drafting Party should not be employed in the interpretation of this Consent
9 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

10 **14. EXECUTION AND COUNTERPARTS**

11 14.1 This Consent Judgment may be executed in counterparts and by means of
12 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
13 one document and have the same force and effect as original signatures.

14 **15. NOTICES**

15 15.1 Any notices under this Consent Judgment shall be by delivery of First Class Mail.
16 If to CAG:

17 Reuben Yeroushalmi, Esq.
18 Yeroushalmi & Yeroushalmi
19 9100 Wilshire Boulevard, Suite 240W
 Beverly Hills, CA 90212

20 If to Defendant TRANSNATIONAL FOODS, INC.:
21 Jeffrey M. Goldman
22 Pepper Hamilton LLP
23 4 Park Plaza Suite 1200
 Irvine, California 92614
 949.567.3547

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
4 of the Party represented and legally to bind that party.

5
6 AGREED TO:

7 Date: 10/24, 2017

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9 Name: Michael Marcus

10 Title: Director
11 CONSUMER ADVOCACY GROUP,
12 INC.

6 AGREED TO:

7 Date: 10/23, 2017

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9 Name: Juan M. Zubane

10 Title: Chief Financial Officer
11 TRANSNATIONAL FOODS, INC.

14 **IT IS SO ORDERED.**

15
16 Date: 12/13/17

17 
18 Elizabeth Allen White
19 JUDGE OF THE SUPERIOR COURT