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

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Superior Court of California
County of Los Angeles

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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 VIVA BARGAIN CENTER, INC., a
19 California Corporation; VIVA BARGAIN
20 CENTER, a business entity form unknown;
21 CRAZY Q BARGAIN, a California
22 Corporation; ATLPAC TRADING
23 COMPANY, INC., a California Corporation;
24 LA LUO CHENG, INC., a business entity
25 form unknown; ACME FOOD SALES, INC.,
26 a Washington Corporation;
27 TRANSNATIONAL FOODS, INC., a
28 Florida Profit Corporation; and DOES 1-70;

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

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

COPY

1 of the public, and Defendant, ACME FOOD SALES, INC., (“ACME”), with each a Party to the
2 action and collectively referred to as “Parties.”

3 **1.2 Defendants and Covered Products**

4 1.2.1 CAG alleges that ACME is a Washington Corporation which employs ten
5 or more persons. For purposes of this Consent Judgment only, ACME is deemed a person in the
6 course of doing business in California and subject to the provisions of the Safe Drinking Water
7 and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
8 (“Proposition 65”).

9 1.2.2 CAG alleges that ACME manufactures, causes to be manufactured, sells,
10 and/or distributes certain Baby Clams in California.

11 **1.3 Listed Chemicals**

12 1.3.1 Lead and lead compounds have been listed by the State of California as
13 known to cause cancer and/or birth defects or other reproductive harm.

14 1.3.2 Cadmium and cadmium compounds have been listed by the State of
15 California as known to cause cancer and/or birth defects or other reproductive harm.

16 **1.4 Notice of Violation.**

17 On or about June 16, 2016, CAG served ACME and various public enforcement agencies
18 with a document titled “60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water
19 and Toxic Enforcement Act of 1986” (“Notice”) that provided the recipients with notice of
20 alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in
21 California of exposures to cadmium and cadmium compounds, as well as lead and lead
22 compounds, contained in certain Baby Clams sold by ACME in California. No public enforcer
23 has commenced or diligently prosecuted the allegations set forth in the June 16, 2016 Notice.
24

25 **1.5 Complaint.**

26 On December 2, 2016, CAG filed a Complaint against ACME for civil penalties and
27 injunctive relief (the “Complaint”) in Los Angeles County Superior Court, Case No. BC642673,
28

1 alleging that ACME violated Proposition 65 for allegedly failing to give clear and reasonable
2 warnings of alleged exposure to lead and cadmium in certain Baby Clams ACME distributed
3 and/or sold in California.

4 **1.6 Consent to Jurisdiction**

5 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
6 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction
7 over ACME as to the acts alleged in the Complaint, that venue is proper in the County of Los
8 Angeles, and that this Court has jurisdiction to enter this Consent Judgment as a full settlement
9 and resolution of the allegations against ACME contained in the Complaint, and of all claims
10 which were or could have been raised by any person or entity based in whole or in part, directly
11 or indirectly, on the facts alleged therein or arising therefrom or 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 Notice 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 ACME, its officers, directors, employees, or parent, subsidiary
25 or affiliated corporations, or be offered or admitted as evidence in any administrative or judicial
26 proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this Consent
27

1 Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties
2 may have in any other or future legal proceeding, except as expressly provided in this Consent
3 Judgment.

4 **2. DEFINITIONS**

5 2.1 "Covered Products" means Baby Clams, which includes but is not limited to,
6 ""Pacific Crest"; "Baby Clams"; "Net Wt 10 oz (284 g)"; "Delicious in chowders, pasta, sauces,
7 dips & salads!"; "Distributed by: Acme Food Sales, Inc. Seattle, WA 98108"; "Product of
8 China"; "Farm Raised"; UPC: 0 73723 00084 8" sold or supplied only by ACME.

9 2.2 "Effective Date" means the date that this Consent Judgment is approved by the
10 Court.

11 2.3 "Lead" means lead and lead compounds.

12 2.4 "Cadmium" means cadmium and cadmium compounds.

13 2.5 "Listed Chemicals" means Lead and Cadmium.

14 2.6 "Notice" means Plaintiff's June 16, 2016 Notice referred to a Section 1.4 above.

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

16 3.1 After the Effective Date, ACME shall not sell, offer for sale in California, or ship
17 for sale in California any Covered Products unless the level of Lead does not exceed 40 parts per
18 billion ("ppb") and the level of Cadmium does not exceed 85 ppb. For any Covered Products
19 that exceed those respective levels of Lead or Cadmium that are sold in California after the
20 Effective Date, ACME must provide a Proposition 65 compliant warning for the Covered
21 Products as set forth below. Any warning provided pursuant to this section shall be affixed to
22 the packaging of, or directly on, the Covered Products, and be prominently placed with such
23 conspicuousness as compared with other words, statements, designs, or devices as to render it
24 likely to be read and understood by an ordinary individual under customary conditions before
25 purchase or use. The Parties agree that the following warning language shall constitute
26 compliance with Proposition 65 with respect to the alleged Listed Chemicals in the Covered
27

1 Products distributed and/or sold by ACME after the Effective Date:

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

4 3.2 For any Covered Products still existing in ACME's inventory as of the Effective
5 Date, ACME shall place a Proposition 65 compliant warning on them. Any warning provided
6 pursuant to this section shall comply with the warning requirements under Section 3.1 above.
7

8 **4. SETTLEMENT PAYMENT**

9 4.1 **Payment and Due Date:** Within 10 days of the Effective Date, ACME shall pay
10 a total of one hundred and thirty thousand dollars and zero cents (\$130,000.00) in full and
11 complete settlement of any and all claims for civil penalties, damages, attorney's fees, expert
12 fees or any other claim for costs, expenses or monetary relief of any kind for claims that were or
13 could have been asserted in the Notice or Complaint, as follows:
14

15 4.1.1 **Civil Penalty:** ACME shall issue two separate checks totaling twenty-
16 four thousand five hundred and eighty dollars and zero cents (\$24,580.00) as follows for alleged
17 civil penalties pursuant to Health & Safety Code § 25249.12:

18 (a) ACME will issue one check made payable to the State of California's
19 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of eighteen
20 thousand four hundred and thirty-five dollars and zero cents (\$18,435.00) representing 75% of
21 the total civil penalty and ACME will issue a second check to CAG in the amount of six
22 thousand one hundred and forty-five dollars and zero cents (\$6,145.00) representing 25% of the
23 total civil penalty;

24 (b) Separate 1099s shall be issued for each of the above payments: ACME
25 will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the
26 amount of \$18,435.00. ACME will also issue a 1099 to CAG in the amount of \$6,145.00 and
27

1 deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W,
2 Beverly Hills, California 90212.

3 **4.1.2 Additional Settlement Payment:** ACME shall pay eighteen thousand
4 four hundred and twenty dollars and zero cents (\$18,420.00) as additional settlement payment to
5 “Consumer Advocacy Group, Inc.” pursuant to Health & Safety Code § 25249.7(b) and
6 California Code of Regulations, Title 11 § 3203(d). CAG will use this payment as follows,
7 eighty five percent (85%) for fees of investigation, purchasing and testing for Proposition 65
8 Listed Chemicals in various products, and for expert fees for evaluating exposures through
9 various mediums, including but not limited to consumer product, occupational, and
10 environmental exposures to Proposition 65 Listed Chemicals, and the cost of hiring consulting
11 and retaining experts who assist with the extensive scientific analysis necessary for those files in
12 litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding
13 attorney fees; fifteen percent (15%) for administrative costs incurred during investigation and
14 litigation to reduce the public’s exposure to Proposition 65 Listed Chemicals by notifying those
15 persons and/or entities believed to be responsible for such exposures and attempting to persuade
16 those persons and/or entities to reformulate their products or the source of exposure to
17 completely eliminate or lower the level of Proposition 65 Listed Chemicals including but not
18 limited to costs of documentation and tracking of products investigated, storage of products,
19 website enhancement and maintenance, computer and software maintenance, investigative
20 equipment, CAG’s member’s time for work done on investigations, office supplies, mailing
21 supplies and postage. Within 30 days of a request from the Attorney General, CAG shall provide
22 to the Attorney General copies of documentation demonstrating how the above funds have been
23 spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional
24 settlement payment.
25

26 **4.1.3 Reimbursement of Attorney Fees and Costs:** ACME shall pay eighty-
27 seven thousand dollars and zero cents (\$87,000.00) payable to “Yeroushalmi & Yeroushalmi” as
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1 complete reimbursement for any and all reasonable investigation fees and costs, attorneys' fees,
2 expert fees, and any and all other costs and expenses incurred as a result of investigating,
3 bringing this matter to the ACME's attention, litigating, negotiating a settlement in the public
4 interest, and seeking and obtaining court approval of this Consent Judgment.

5 4.2 Delivery of Payments

6 4.2.1 The payments to CAG and Yeroushalmi and Yeroushalmi referenced in
7 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
8 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212.

9 4.2.2 The payment to OEHHA in Section 4.1.1(a) above shall be delivered
10 directly to Office of Environmental Health Hazard Assessment, Attn: Mike Gyurics, 1001 I
11 Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with payment to OEHHA,
12 ACME shall provide to CAG written confirmation that this payment was delivered to OEHHA.

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

14 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
15 behalf of itself and in the public interest, and ACME and its officers, directors, insurers,
16 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates,
17 agents, sister companies, and their successors and assigns ("Defendant Releasees"), and each
18 entity to whom ACME directly or indirectly distributes or sells the Covered Products, including,
19 but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees,
20 cooperative members, licensees, and the successors and assigns of each of them, who may use,
21 maintain, distribute or sell Covered Products ("Downstream Defendant Releasees"), of all claims
22 that have been or could have been asserted for alleged or actual violations of Proposition 65 or
23 its implementing regulations for alleged exposures to the Listed Chemicals from the Covered
24 Products manufactured, distributed or sold by ACME up through the Effective Date as set forth
25 in the Notice and Complaint. ACME and Defendant Releasees compliance with this Consent
26 Judgment shall constitute compliance with Proposition 65 with respect to alleged exposures to
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1 the Listed Chemicals from the Covered Products sold by Defendant Releasees or Downstream
2 Defendant Releasees after the Effective Date. Nothing in this Section affects CAG's right to
3 commence or prosecute an action under Proposition 65 against any person other than ACME,
4 Defendant Releasees, or Downstream Defendant Releasees. ACME, Defendant Releasees and
5 Downstream Defendant Releasees are hereafter collectively referred to as the "Released Parties".

6 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
7 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
8 indirectly, any form of legal action and releases all claims, including, without limitation, all
9 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
10 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
11 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,
12 fixed or contingent (collectively "Claims"), against the Released Parties arising from any actual
13 or alleged violation of Proposition 65 or any other statutory or common law claim regarding the
14 Covered Products manufactured, distributed or sold by ACME after the Effective Date regarding
15 any actual or alleged failure to warn about exposure to the Listed Chemicals from the Covered
16 Products. In furtherance of the foregoing, CAG on behalf of itself only, hereby waives any and
17 all rights and benefits which it now has, or in the future may have, conferred upon it with respect
18 to Claims regarding the Covered Products manufactured, distributed or sold by the Released
19 Parties through after the Effective Date arising from any violation of Proposition 65 or any other
20 statutory or common law regarding the failure to warn about exposure to the Listed Chemicals
21 from the Covered Products by virtue of the provisions of section 1542 of the California Civil
22 Code, which provides as follows:
23

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

CAG understands and acknowledges that the significance and consequence of this waiver of

1 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
2 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
3 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
4 about actual or alleged exposure to the Listed Chemicals from the Covered Products, CAG will
5 not be able to make any claim for those damages, penalties or other relief against the Released
6 Parties. Furthermore, CAG acknowledges that it intends these consequences for any such
7 Claims arising from any violation of Proposition 65 or any other statutory or common law
8 regarding the failure to warn about exposure to the Listed Chemicals from the Covered Products
9 as may exist as of the date of this release but which CAG does not know exist, and which, if
10 known, would materially affect their decision to enter into this Consent Judgment, regardless of
11 whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any
12 other cause.

13 **6. ENFORCEMENT OF JUDGMENT**

14 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
15 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
16 California, Los Angeles County, enforce the terms and conditions contained herein. A Party
17 may enforce any of the terms and conditions of this Consent Judgment only after that Party first
18 provides 30-days' notice to the Party allegedly failing to comply with the terms and conditions of
19 this Consent Judgment, and attempts to resolve such Party's failure to comply in an open and
20 good faith manner.

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

4 6.2.1 **Non-Contested NOV.** CAG shall take no further action of any kind
5 regarding the alleged violation if, within 60 days of receiving such NOV, ACME serves a
6 Notice of Election (“NOE”) not to contest the NOV that meets one of the following
7 conditions:

8 (a) A statement that the Covered Product was manufactured or
9 shipped by ACME for sale in California before the Effective Date; or

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

16 6.2.2 **Contested NOV.** ACME may serve a Notice of Election (“NOE”)
17 informing CAG of its election to contest the NOV within 60 days of receiving the NOV.

18 (a) In its election, ACME may request that the sample(s) of Covered
19 Product tested by CAG be subject to confirmatory testing at an EPA- accredited
20 laboratory.

21 (b) If the confirmatory testing establishes that the Covered Products do
22 not contain the Listed Chemicals in excess of the levels allowed in Section 3.1, above,
23 CAG shall take no further action regarding the alleged violation. If the testing does not
24 establish compliance with Section 3.1, above, ACME may withdraw its NOE to contest
25 the violation and may serve a new NOE pursuant to Section 6.2.1.
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1 (c) If ACME does not withdraw a NOE to contest the NOV, the
2 Parties shall meet and confer for a period of no less than 30 days before CAG may seek
3 an order enforcing the terms of this Consent Judgment.

4 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the
5 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

6 **7. ENTRY OF CONSENT JUDGMENT**

7 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
8 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
9 ACME waive their respective rights to a hearing and trial on the allegations in the Notices and
10 Complaint.

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

19 **8. MODIFICATION OF JUDGMENT**

20 8.1 This Consent Judgment may be modified only upon written agreement of the
21 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
22 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

23 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
24 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.
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1 **9. RETENTION OF JURISDICTION**

2 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
3 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

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

5 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
6 California Attorney General so that the Attorney General may review this Consent Judgment
7 prior to its submittal to the Court for approval. No sooner than forty-five (45) days after the
8 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may
9 then submit it to the Court for approval.

10 **11. ATTORNEY FEES**

11 11.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its
12 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

13 **12. ENTIRE AGREEMENT**

14 12.1 This Consent Judgment contains the sole and entire agreement and understanding
15 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
16 negotiations, commitments and understandings related hereto. No representations, oral or
17 otherwise, express or implied, other than those contained herein have been made by any party
18 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
19 deemed to exist or to bind any of the Parties.

20 **13. GOVERNING LAW**

21 13.1 The validity, construction and performance of this Consent Judgment shall be
22 governed by the laws of the State of California, without reference to any conflicts of law
23 provisions of California law.

24 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
25 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
26 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
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1 rendered inapplicable by reason of law generally as to the Covered Products, then ACME may
2 provide written notice to CAG of any asserted change in the law, and shall have no further
3 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered
4 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve
5 ACME from any obligation to comply with any other pertinent state or federal law or regulation.

6 13.3 The Parties, including their counsel, have participated in the preparation of this
7 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
8 Consent Judgment was subject to revision and modification by the Parties and has been accepted
9 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty
10 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a
11 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent
12 Judgment agrees that any statute or rule of construction providing that ambiguities are to be
13 resolved against the drafting Party should not be employed in the interpretation of this Consent
14 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

15 **14. EXECUTION AND COUNTERPARTS**

16 14.1 This Consent Judgment may be executed in counterparts and by means of
17 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
18 one document and have the same force and effect as original signatures.

19 **15. NOTICES**

20 15.1 Any notices under this Consent Judgment shall be by delivery of First Class Mail.

21 If to CAG:

22
23 Reuben Yeroushalmi, Esq.
24 Yeroushalmi & Yeroushalmi
25 9100 Wilshire Boulevard, Suite 240W
26 Beverly Hills, CA 90212
27
28

1 If to Defendant ACME FOOD SALES, INC.:

2 Sandra A. Edwards
3 Farella Braun + Martel LLP
4 235 Montgomery Street, 17th Fl.
5 San Francisco, CA 94104
6 415.954.4400

7 **16. AUTHORITY TO STIPULATE**

8 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
9 by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf
10 of the Party represented and legally to bind that party.

11 AGREED TO:

12 Date: 12/15/17, 2017

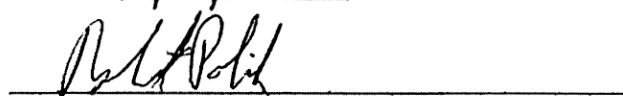
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14 Name: Michael Marcus

15 Title: Director
16 CONSUMER ADVOCACY GROUP,
17 INC.

AGREED TO:

12 Date: 12/15/17, 2017

13 

14 Name: Robert Polik

15 Title: Executive Vice President
16 ACME FOOD SALES, INC.

18 **IT IS SO ORDERED.**

19 Date: 6/8/18

20 Elizabeth Allen White

21 JUDGE OF THE SUPERIOR COURT