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10 Consumer Advocacy Group, Inc.

FILED
Superior Court of California
County of Los Angeles
03/14/2019

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Williams Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

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

17 v.

18 THE TJX COMPANIES, INC., a Delaware
19 Corporation; MARSHALLS OF MA, INC., a
20 Massachusetts Corporation; MARSHALLS
21 OF CA, LLC, a Delaware Limited Liability
22 Company; T.J. MAXX OF CA, LLC, a
23 Delaware Limited Liability Company;
24 LA SELVA DESIGNS, LLC, a California
25 Limited Liability Company; LA SELVA
26 BEACH SPICE CO. LTD., a California
27 Corporation; and DOES 1-20;

28 Defendants.

CASE NO. BC658456

CONSENT JUDGMENT [~~PROPOSED~~]

Health & Safety Code § 25249.5 *et seq.*

Dept: 68
Judge: Mark V. Mooney
Complaint: March 3, 2017

I. INTRODUCTION

1.1 This Consent Judgment is entered into by and between plaintiff, Consumer Advocacy Group, Inc. (referred to as "CAG") acting on behalf of itself and in the interest of the public, and defendants, LA SELVA DESIGNS, LLC and LA SELVA BEACH SPICE CO., LTD. (referred to as "Defendants" collectively) with each a Party to the action and collectively referred to as "Parties."

1 1.2 **Defendants and Products**

2 1.2.1 Defendants are California corporations which employ ten or more persons.
3 Defendants manufacture, cause to be manufactured, sell, or distribute Ground Turmeric,
4 including (1) “La Selva Beach Spice”; Turmeric; Net wt. 3 oz 84g; Serving Size 1 tbs 6.8g;
5 Servings Per Container 15; La Selva Beach Spice Co. Ltd. La Selva Beach CA 95076; BATCH
6 02152016; Marshalls®; 1285-058140983-000299-04-2; (2) “La Selva Beach Spice”; Turmeric;
7 Net wt. 5 oz 140g; Serving Size 1 tbs 6.8g; Servings per Container: 23; La Selva Beach Spice
8 Co. Ltd. La Selva Beach CA 95076; BATCH 01292016; T.J. Maxx®; 85-4040-456894-000399-
9 02-2; 03023409401; (3) “La Selva Beach Spice”; Turmeric; Curcuma Aromatica; Net wt. 3.5 oz
10 98g; Serving Size 1 tbs 6.8g; Servings Per Container 15; La Selva Beach Spice Co. Ltd. La
11 Selva Beach CA 95076; 02152016; Marshalls® 1285-014950715-000299-04-2; 03023409402;
12 and (4)“La Selva Beach Spice”; Turmeric; Net wt. 5 oz 140g; Serving Size 1 tbs 6.8g; Servings
13 Per Container 23; La Selva Beach Spice Co. Ltd. La Selva Beach CA 95076; BATCH
14 03252016; Marshalls® 1285-058140945-000399-04-2.

15 1.2.2 For purposes of this Consent Judgment, Defendants are deemed a person
16 in the course of doing business in California and are subject to the provisions of the Safe
17 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§
18 25249.6 et seq. (“Proposition 65”).

19 1.3 **Chemicals of Concern**

20 1.3.1 Lead and Lead Compounds (hereinafter “Lead”) are known to the State of
21 California to cause cancer and/or birth defects or other reproductive harm.

22 1.4 **Notices of Violation.**

23 1.4.1 On or about December 13, 2016, CAG served Defendants and various
24 public enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter
25 “AG # 2016-01517 Notice”) that provided the recipients with notice of alleged violations of
26 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
27 Lead contained in Ground Turmeric sold and/or distributed by Defendants. No other public
28

1 enforcer has commenced or diligently prosecuted the allegations set forth in the AG # 2016-
2 01517 Notice.

3 1.4.2 On or about March 14, 2017, CAG served Defendants and various public
4 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter “AG #
5 2017-00327 Notice”) that provided the recipients with notice of alleged violations of Health &
6 Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead
7 contained in Ground Turmeric sold and/or distributed by Defendants. No other public enforcer
8 has commenced or diligently prosecuted the allegations set forth in the AG # 2017-00327 Notice.

9 1.4.3 On or about April 26, 2017, CAG served Defendants and various public
10 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter “AG #
11 2017-00580 Notice”) that provided the recipients with notice of alleged violations of Health &
12 Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead
13 contained in Ground Turmeric sold and/or distributed by Defendants. No other public enforcer
14 has commenced or diligently prosecuted the allegations set forth in the AG # 2017-00580 Notice.

15 1.4.4 On or about May 8, 2017, CAG served Defendants and various public
16 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter “AG #
17 2017-01299 Notice”) that provided the recipients with notice of alleged violations of Health &
18 Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead
19 contained in Ground Turmeric sold and/or distributed by Defendants. No other public enforcer
20 has commenced or diligently prosecuted the allegations set forth in the AG # 2017-01299 Notice.

21 1.4.5 On or about October 17, 2017, CAG served Defendants and various public
22 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter “AG #
23 2017-02376 Notice”) that provided the recipients with notice of alleged violations of Health &
24 Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead
25 contained in Ground Turmeric sold and/or distributed by Defendants. No other public enforcer
26 has commenced or diligently prosecuted the allegations set forth in the AG # 2017-02376 Notice.

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28 **1.5 Complaint.**

1 1.5.1 On April 19, 2017, CAG filed a Complaint for civil penalties and
2 injunctive relief (“Complaint”) in Los Angeles Superior Court, Case No. BC658456 against
3 Defendants. The Complaint alleges, among other things, that Defendants violated Proposition 65
4 by failing to give clear and reasonable warnings of exposure to Lead from the Covered Products.

5 **1.6 Consent to Jurisdiction**

6 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court
7 has jurisdiction over the allegations of violations contained in the Complaint and personal
8 jurisdiction over Defendants as to the acts alleged in the Complaint, that venue is proper in the
9 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a
10 full settlement and resolution of the allegations contained in the Complaint and of all claims
11 which were or could have been raised by any person or entity based in whole or in part, directly
12 or indirectly, on the facts alleged therein or arising therefrom or related thereto.

13 **1.7 No Admission**

14 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The
15 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all
16 claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this
17 Consent Judgment shall be construed as an admission by the Parties of any material allegation of
18 the Complaint (each and every allegation of which Defendants deny), any fact, conclusion of
19 law, issue of law or violation of law, including without limitation, any admission concerning any
20 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,
21 or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable
22 warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment,
23 nor compliance with its terms, shall constitute or be construed as an admission by the Parties of
24 any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability
25 by any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated
26 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding
27 or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall
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1 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
2 other or future legal proceeding, except as expressly provided in this Consent Judgment.

3 **2. DEFINITIONS**

4 2.1 “Covered Products” means Ground Turmeric sold or supplied by Defendants.


5 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
6 Court.

7 2.3 “Lead” means lead and lead compounds.

8 2.4 “Notices” means AG # 2016-01517 Notice, AG # 2017-00327 Notice; AG #
9 2017-00580 Notice; AG # 2017-01299 Notice, and AG # 2017-02376 Notice sent by Plaintiff.

10 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
11 **WARNINGS.**

12 3.1 After the Effective Date, Defendants shall not sell in California, offer for sale in
13 California, or ship for sale in California any Covered Products unless the level of Lead does not
14 exceed 375 parts per billion (“ppb”). For any Covered Products that exceed 375 ppb Lead that
15 are sold in California after the Effective Date, Defendants must provide a Proposition 65
16 compliant warning for the Covered Products as set forth below. Any warning provided pursuant
17 to this section shall be affixed to the packaging of, or directly on, the Covered Products, and be
18 prominently placed with such conspicuousness as compared with other words, statements,
19 designs, or devices as to render it likely to be read and understood by an ordinary individual
20 under customary conditions before purchase or use. The Parties agree that the following warning
21 language shall constitute compliance with Proposition 65 with respect to the alleged Lead in the
22 Covered Products distributed and/or sold by Defendants after the Effective Date:
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24
25  **WARNING:** Consuming this product can expose you to Lead and
26 Lead Compounds, which are known to the State of California to cause
27 cancer and birth defects or other reproductive harm. For more
28 information go to www.P65Warnings.ca.gov/food.

1
2 3.2 For any Covered Products still existing in the Defendants' inventory as of the
3 Effective Date, Defendants shall place a Proposition 65 compliant warning on them, unless the
4 Covered Products does not exceed the Lead level of 375 ppb. Any warning provided pursuant to
5 this section shall comply with the warning requirements under Section 3.1 above.

6 **4. SETTLEMENT PAYMENT**

7 4.1 **Payment and Due Date:** After the Effective Date, Defendants shall pay a total of
8 fifty-two thousand dollars and zero cents (\$52,000.00) in full and complete settlement of all
9 monetary claims by CAG related to the Notice, as follows:

10 4.1.1 **Civil Penalty:** Defendants shall issue separate checks totaling five
11 thousand seven hundred and twenty dollars (\$5,720.00) as penalties pursuant to Health & Safety
12 Code § 25249.12:

13 (a) Defendants will issue a check made payable to the State of California's
14 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of four thousand
15 two hundred and ninety dollars (\$4,290.00) representing 75% of the total penalty and Defendants
16 will issue a separate check to CAG in the amount of one thousand four hundred and thirty dollars
17 (\$1,430.00) representing 25% of the total penalty; and

18 (b) Separate 1099s shall be issued for each of the above payments:
19 Defendants will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
20 0284486). Defendants will also issue a 1099 to CAG c/o Yeroushalmi & Associates, 9100
21 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

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

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19 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Defendants shall pay
20 forty-two thousand dollars (\$42,000.00) to "Yeroushalmi & Yeroushalmi" as reimbursement for
21 reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of
22 investigating, bringing this matter to Defendants' attention, litigating, and negotiating a
23 settlement in the public interest.

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

1 with payment to OEHHA, Defendant shall provide CAG with written confirmation that the
2 payment to OEHHA was delivered.

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

4 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on
5 behalf of itself and in the public interest and Defendants, of any alleged violation of Proposition
6 65 that was or could have been asserted by CAG against Defendants for failure to provide
7 Proposition 65 warnings of exposure to Lead from the Covered Products as set forth in the
8 Notices, and fully resolves all claims that have been or could have been asserted in this action up
9 to and including the date of entry of Judgment for failure to provide Proposition 65 warnings for
10 the Covered Products regarding Lead. CAG, on behalf of itself and in the public interest, hereby
11 discharges Defendants and its parent companies, subsidiaries, divisions, affiliates, franchisees,
12 licensors, licensees, customers, distributors, wholesalers, retailers and all downstream entities in
13 the distribution chain of the Covered Products, and the predecessors, successors and assigns of
14 any of them, and all of their respective officers, directors, shareholders, members, managers,
15 employees, agents (collectively, "Released Parties"), from all claims up through the Effective
16 Date for violations of Proposition 65 based on exposure to Lead from the Covered Products.
17 Compliance with the terms of this Consent Judgment shall be deemed to constitute compliance
18 by the Released Parties with Proposition 65 regarding alleged exposures to Lead from the
19 Covered Products. Nothing in this Section affects CAG's right to commence or prosecute an
20 action under Proposition 65 against any person other than Defendants or Released Parties.

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,
25 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
26 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,
27 fixed or contingent (collectively "Claims"), against the Released Parties arising from any
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1 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
2 about exposure to Lead from the Covered Products. In furtherance of the foregoing, as to alleged
3 exposures to Lead from the Covered Products, CAG on behalf of itself only, hereby waives any
4 and all rights and benefits which it now has, or in the future may have, conferred upon it with
5 respect to Claims arising from any violation of Proposition 65 or any other statutory or common
6 law regarding the failure to warn about exposure to Lead from the Covered Products by virtue of
7 the provisions of section 1542 of the California Civil Code, which provides as follows:

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

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

26 **6. ENFORCEMENT OF JUDGMENT**

27 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
28 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
California, Los Angeles County, giving the notice required by law, enforce the terms and

1 conditions contained herein. A Party may enforce any of the terms and conditions of this Consent
2 Judgment only after that Party first provides 60 days notice to the Party allegedly failing to
3 comply with the terms and conditions of this Consent Judgment and attempts to resolve such
4 Party's failure to comply in an open and good faith manner.

5 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
6 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of
7 Violation ("NOV") to Defendants. The NOV shall include for each of the Covered Products: the
8 date(s) the alleged violation(s) was observed and the location at which the Covered Products
9 were offered for sale and shall be accompanied by all test data obtained by CAG regarding the
10 Covered Products, and any other evidence or support for the allegations in the NOV.

11 6.2.1 **Non-Contested NOV.** CAG shall take no further action regarding the
12 alleged violation if, within 60 days of receiving such NOV, Defendants serve a Notice of
13 Election ("NOE") that meets one of the following conditions:

14 (a) The Covered Products were shipped by Defendants for sale in
15 California before the Effective Date, or

16 (b) Since receiving the NOV Defendants have taken corrective action
17 by either (i) requesting that its customers or stores in California, as applicable, remove
18 the Covered Products identified in the NOV from sale in California and destroy or return
19 the Covered Products to Defendants or vendor, as applicable, or (ii) providing a clear and
20 reasonable warning for the Covered Products identified in the NOV pursuant to Section 3
21 above with written confirmation to CAG.

22 6.2.2 **Contested NOV.** Defendants may serve a NOE informing CAG of its
23 election to contest the NOV within 30 days of receiving the NOV.

24 (a) In its election, Defendants may request that the sample(s) of
25 Covered Products tested by CAG be subject to confirmatory testing at an EPA-accredited
26 laboratory.
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1 (b) If the confirmatory testing establishes that the Covered Products do
2 not contain Lead in excess of the levels allowed in Section 3.1, above, CAG shall take no
3 further action regarding the alleged violation. If the testing does not establish compliance
4 with Section 3.1, above, Defendants may withdraw its NOE to contest the violation and
5 may serve a new NOE pursuant to Section 6.2.1.

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

9 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the
10 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11 **7. ENTRY OF CONSENT JUDGMENT**

12 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
13 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
14 Defendants waive their respective rights to a hearing or trial on the allegations of the Complaint.

15 7.2 The Parties shall make all reasonable efforts possible to have the Consent
16 Judgment approved by the Court.

17 7.3 If this Consent Judgment is not approved by the Court, (a) this Consent Judgment
18 and any and all prior agreements between the Parties merged herein shall terminate and become
19 null and void, and the actions shall revert to the status that existed prior to the execution date of
20 this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
21 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
22 have any effect, nor shall any such matter be admissible in evidence for any purpose in this
23 Action, or in any other proceeding; and (c) the Parties agree to meet and confer to determine
24 whether to modify the terms of the Consent Judgment and to resubmit it for approval.
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1 **8. MODIFICATION OF JUDGMENT**

2 8.1 This Consent Judgment may be modified only upon written agreement of the
3 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
4 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

5 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
6 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

7 **9. RETENTION OF JURISDICTION**

8 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
9 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

10 **10. DUTIES LIMITED TO CALIFORNIA**

11 10.1 This Consent Judgment shall have no effect on Covered Products sold by
12 Defendants outside the State of California.

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

14 11.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
15 California Attorney General so that the Attorney General may review this Consent Judgment
16 prior to its approval by the Court . No sooner than forty-five (45) days after the Attorney General
17 has received the aforementioned copy of this Consent Judgment, and in the absence of any
18 written objection by the Attorney General to the terms of this Consent Judgment, may the Court
19 approve this Consent Judgment.
20

21 **12. ATTORNEY FEES**

22 12.1 Except as specifically provided in Section 4.1.3 and 6.3, each Party shall bear its
23 own costs and attorney fees in connection with this action.

24 **13. GOVERNING LAW**

25 13.1 The validity, construction and performance of this Consent Judgment shall be
26 governed by the laws of the State of California, without reference to any conflicts of law
27 provisions of California law.
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1 13.2 The terms of this Consent Judgment shall be governed by the laws of the State of
2 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
3 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
4 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
5 rendered inapplicable by reason of law generally as to the Covered Products, then any Defendant
6 subject to this Consent Judgment may provide written notice to CAG of any asserted change in
7 the law, and shall have no further obligations pursuant to this Consent Judgment with respect to,
8 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment
9 shall be interpreted to relieve a Defendant from any obligation to comply with any pertinent state
10 or federal law or regulation.

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

20
21 **14. EXECUTION AND COUNTERPARTS**

22 14.1 This Consent Judgment may be executed in counterparts and by means of
23 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
24 one document and have the same force and effect as original signatures.

25 **15. NOTICES**

26 15.1 Any notices under this Consent Judgment shall be by First-Class Mail.

27
28 If to CAG:

1 Reuben Yeroushalmi
2 YEROUSHALMI & YEROUSHALMI
3 9100 Wilshire Boulevard, Suite 240W
4 Beverly Hills, CA 90212
5 (310) 623-1926
6 Email: lawfirm@yeroushalmi.com

7 If to Defendants.:

8 Nick Brady
9 La Selva Beach Spice Co.
10 453 McQuaide Dr.
11 Watsonville, CA 95076

12 With copy to:

13 Jeffrey B. Margulies
14 NORTON ROSE FULBRIGHT US LLP
15 555 South Flower Street, Forty-First Floor
16 Los Angeles, CA 90071
17 (213) 892-9200
18 Email: jeff.margulies@nortonrosefulbright.com

19 **16. AUTHORITY TO STIPULATE**

20 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
21 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf
22 of the party represented and legally to bind that party.
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1 AGREED TO:

2 Date: 12/13/18, 2018

3 [Signature]

4 Name: Michael Marcus

5 Title: Director
6 CONSUMER ADVOCACY GROUP, INC.

7 AGREED TO:

8 Date: November 30, 2018

9 [Signature]

10 Name: Nick Brady

11 Title: Director of Finance
12 LA SELVA DESIGNS, LLC

13 AGREED TO:

14 Date: November 30, 2018

15 [Signature]

16 Name: Nick Brady

17 Title: Director of Finance
18 LA SELVA BEACH SPICE CO., LTD.

19 IT IS SO ORDERED.

20 Date: 03/14/2019



21 **Mark V. Mooney**

22 HON. MARK V. MOONEY
23 JUDGE OF THE SUPERIOR COURT
24 Mark V. Mooney / Judge