

MAY 16 2018

Sherri R. Carter, Executive Officer/Clerk
By Sally Fletcher, Deputy

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FILING MINUTE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiff,

v.

CHULADA, INC., A CALIFORNIA
CORPORATION; CHULADA SPICES HERBS
& SNACKS, A BUSINESS ENTITY FORM
UNKNOWN; AND DOES 1-20;
Defendants

CASE NO. BC651577

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

[Assigned For All Purposes to Honorable
Teresa A. Beaudet in Dept. 50]

Complaint filed: February 24, 2017

1. INTRODUCTION

1.1. This Consent Judgment is entered into by and between Plaintiff, CONSUMER ADVOCACY GROUP, INC. ("Plaintiff" or "CAG") acting on behalf of itself and in the interest of the public, and Defendants, CHULADA, INC. and CHULADA SPICES HERBS & SNACKS, (together, "CHULADA"), with each a Party to the action and collectively referred to as "Parties."

1.2. Defendants and Covered Products

1.2.1. CAG alleges that Chulada, Inc. is a California Corporation which employs ten or more persons. For purposes of this Consent Judgment only, Chulada, Inc. is deemed a person in the course of doing business in California and subject to the provisions of the Safe Drinking

1 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
2 (“Proposition 65”).

3 1.2.2. CAG alleges that Chulada Spices Herbs & Snacks is a business entity
4 form unknown, doing business in the State of California, which employs ten or more persons. For
5 purposes of this Consent Judgment only, Chulada Spices Herbs & Snacks is deemed a person in the
6 course of doing business in California and subject to the provisions of Proposition 65.

7 1.2.3. CAG alleges that CHULADA manufactures, causes to be manufactured,
8 sells, and/or distributes ground shrimp, (the “Covered Products”) in California.

9 **1.3. Listed Chemicals**

10 1.3.1. Lead and lead compounds have been listed by the State of California as
11 known to cause cancer and/or birth defects or other reproductive harm.

12 1.3.2. Cadmium and cadmium compounds have been listed by the State of
13 California as known to cause cancer and/or birth defects or other reproductive harm.

14 **1.4. Notice of Violation.**

15 On or about December 30, 2016 and January 11, 2018, CAG served CHULADA and various
16 public enforcement agencies with a document titled “60-Day Notice of Intent to Sue for Violation of
17 the Safe Drinking Water and Toxic Enforcement Act of 1986” (“Notices”) that provided the
18 recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
19 individuals in California of exposures to cadmium and cadmium compounds, as well as lead and
20 lead compounds, contained in Ground Shrimp sold by CHULADA in California. The December 30,
21 2016 Notice was also served on Family Farm Market. The January 11, 2018 Notice was also served
22 on Linkway Corporation. No public enforcer has commenced or diligently prosecuted the allegations
23 set forth in the Notices.

24 **1.5. Complaint.**

25 On February 24, 2017, CAG filed a Complaint against CHULADA for civil penalties and
26 injunctive relief (the “Complaint”) in Los Angeles County Superior Court, Case No. BC 651577,
27 alleging, among other things, that CHULADA violated Proposition 65 for allegedly failing to give
28

1 clear and reasonable warnings of alleged exposure to lead and cadmium in Covered Products that
2 CHULADA 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 over
6 CHULADA as to the acts alleged in the Complaint, that venue is proper in the County of Los
7 Angeles, and that this Court has jurisdiction to enter this Consent Judgment as a full settlement and
8 resolution of the allegations against CHULADA contained in the Complaint, and of all claims which
9 were or could have been raised by any person or entity based in whole or in part, directly or
10 indirectly, on the facts alleged therein or arising therefrom or related thereto.

11 **1.7. No Admission**

12 The Parties enter into this Consent Judgment pursuant to a full and final settlement of any
13 and all claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this
14 Consent Judgment shall be construed as an admission by the Parties of any material allegation in the
15 Notices or the Complaint, or of any fact, conclusion of law, issue of law or violation of law of any
16 kind, including without limitation, any admission concerning any alleged or actual violation of
17 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine. Nothing in
18 this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an
19 admission by CHULADA of any fact, conclusion of law, issue of law, or violation of law, or of
20 fault, wrongdoing, or liability by CHULADA, its officers, directors, employees, or parent, subsidiary
21 or affiliated corporations, or be offered or admitted as evidence in any administrative or judicial
22 proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this Consent
23 Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may
24 have in any other or future legal proceeding, except as expressly provided in this Consent Judgment.

25 **2. DEFINITIONS**

26 2.1. "Covered Products" means Ground Shrimp, sold, repackaged or supplied only by
27 CHULADA.

28 2.2. "Effective Date" means the date that this Consent Judgment is approved by the Court.

1 2.3. "Lead" means lead and lead compounds.

2 2.4. "Cadmium" means cadmium and cadmium compounds.

3 2.5. "Listed Chemicals" means Lead and Cadmium.

4 2.6. "Notice" means Plaintiff's December 30, 2016 or/and January 11, 2018 notice
5 referred to in Section 1.4, above. "Notices" refers to both the December 30, 2016 Notice and the
6 January 11, 2018 Notice.

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

8 3.1. After the Effective Date, CHULADA shall not sell, offer for sale or ship for sale in
9 California any Covered Products unless the level of Lead does not exceed 75 parts per billion
10 ("ppb") and the level of Cadmium does not exceed 120 ppb, respectively. For any Covered Products
11 that exceed those respective levels of Lead or Cadmium that are sold by CHULADA for
12 consumption in California after the Effective Date, CHULADA must provide a Proposition 65
13 compliant warning as set forth below. Any warning provided pursuant to this section shall be
14 affixed to the packaging of, or directly on, the Covered Products, and be prominently placed with
15 such conspicuousness as compared with other words, statements, designs, or devices as to render it
16 likely to be read and understood by an ordinary individual under customary conditions before
17 purchase or use. The Parties agree that the following warning language shall constitute compliance
18 with Proposition 65 with respect to the alleged Listed Chemicals in the Covered Products distributed
19 and/or sold by CHULADA after the Effective Date:

20
21 **WARNING:** This product contains chemicals known to the State of California to cause
22 cancer and birth defects or other reproductive harm.

23 or

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

28 or

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

1
2 3.2 For any Covered Products still existing in CHULADA's inventory that may be sold in
3 California as of the Effective Date, CHULADA shall place a Proposition 65 compliant warning on
4 them. Any warning provided pursuant to this section shall comply with the warning requirements
5 under Section 3.1 above.

6 **4. SETTLEMENT PAYMENT**

7 4.1. **Payment and Due Date:** So long as the Court has approved this Consent Judgment,
8 then CHULADA shall pay a total of one hundred and thirty thousand dollars and zero cents
9 (\$130,000.00) in full and complete settlement of any and all claims for civil penalties, damages,
10 attorney's fees, expert fees or any other claim for costs, expenses or monetary relief of any kind for
11 claims that were or could have been asserted in the Notices or Complaint by July 16, 2018. If this
12 Consent Judgment is approved by the Court after July 16, 2018, then CHULADA shall pay the
13 \$130,000 within five (5) days after the Consent Judgment is approved. Payment shall be made as
14 follows:

15 4.1.1. **Civil Penalty:** CHULADA shall issue two separate checks totaling
16 twenty-five thousand seven hundred twenty-five dollars (\$25,725) as follows for alleged civil
17 penalties pursuant to Health & Safety Code § 25249.12:

18 (a) CHULADA will issue one check made payable to the State of
19 California's Office of Environmental Health Hazard Assessment ("OEHHA") in the
20 amount of nineteen thousand two hundred ninety-three dollars and seventy-five cents
21 (\$19,293.75) representing 75% of the total civil penalty and CHULADA will issue a
22 second check to CAG in the amount of six thousand four hundred thirty-one dollars
23 and twenty-five cents (\$6,431.25) representing 25% of the total civil penalty;

24 (b) Separate 1099s shall be issued for each of the above payments:
25 CHULADA will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184
26 (EIN: 68-0284486) in the amount of \$19,293.75. CHULADA will also issue a 1099
27 to CAG in the amount of \$6,431.25 and deliver it to CAG c/o Yeroushalmi &
28 Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

1 **4.1.2. Additional Settlement Payment:** CHULADA shall pay nineteen
2 thousand two hundred seventy-five dollars (\$19,275.00) as additional settlement payment to
3 "Consumer Advocacy Group, Inc." pursuant to Health & Safety Code § 25249.7(b) and California
4 Code of Regulations, Title 11 § 3203(d). CAG will use this payment as follows, eighty five percent
5 (85%) for fees of investigation, purchasing and testing for Proposition 65 Listed Chemicals in
6 various products, and for expert fees for evaluating exposures through various mediums, including
7 but not limited to consumer product, occupational, and environmental exposures to Proposition 65
8 Listed Chemicals, and the cost of hiring consulting and retaining experts who assist with the
9 extensive scientific analysis necessary for those files in litigation and to offset the costs of future
10 litigation enforcing Proposition 65 but excluding attorney fees; fifteen percent (15%) for
11 administrative costs incurred during investigation and litigation to reduce the public's exposure to
12 Proposition 65 Listed Chemicals by notifying those persons and/or entities believed to be
13 responsible for such exposures and attempting to persuade those persons and/or entities to
14 reformulate their products or the source of exposure to completely eliminate or lower the level of
15 Proposition 65 Listed Chemicals including but not limited to costs of documentation and tracking of
16 products investigated, storage of products, website enhancement and maintenance, computer and
17 software maintenance, investigative equipment, CAG's member's time for work done on
18 investigations, office supplies, mailing supplies and postage. Within 30 days of a request from the
19 Attorney General, CAG shall provide to the Attorney General copies of documentation
20 demonstrating how the above funds have been spent. CAG shall be solely responsible for ensuring
21 the proper expenditure of such additional settlement payment.

22 **4.1.3. Reimbursement of Attorney Fees and Costs:**

23 CHULADA shall pay eighty-five thousand dollars (\$85,000.00) payable to "Yeroushalmi &
24 Yeroushalmi" as complete reimbursement for any and all reasonable investigation fees and costs,
25 attorneys' fees, expert fees, and any and all other costs and expenses incurred as a result of
26 investigating, bringing this matter to the CHULADA's attention, litigating, negotiating a settlement
27 in the public interest, and seeking and obtaining court approval of this Consent Judgment.

28 **4.2. Delivery of Payments**

1 4.2.1. The payments to CAG and Yeroushalmi and Yeroushalmi referenced in
2 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi &
3 Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212.

4 4.2.2. The payment to OEHHA in Section 4.1.1(a) above shall be delivered
5 directly to Office of Environmental Health Hazard Assessment, Attn: Mike Gyurics, 1001 I Street,
6 Mail Stop 12-B, Sacramento, California 95812. Concurrently with payment to OEHHA,
7 CHULADA shall provide to CAG written confirmation that this payment was delivered to OEHHA.

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

9 5.1. This Consent Judgment is a full, final, and binding resolution between CAG, on
10 behalf of itself and in the public interest, and CHULADA and its officers, directors, insurers,
11 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, agents,
12 sister companies, and their successors and assigns (“Defendant Releasees”), and each entity to whom
13 CHULADA directly or indirectly distributed, sold, distributes or sells the Covered Products,
14 including, but not limited to, downstream distributors, wholesalers, customers, retailers (specifically
15 including, but not limited to, Family Farm Market), franchisees, cooperative members, licensees, and
16 the successors and assigns of each of them, who may use, maintain, distribute or sell Covered
17 Products (“Downstream Defendant Releasees”), of all claims that have been or could have been
18 asserted for 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 and/or sold
20 by CHULADA up through the Effective Date as set forth in the Notices and Complaint.
21 CHULADA’s and Defendant Releasees’ compliance with this Consent Judgment shall constitute
22 compliance with Proposition 65 with respect to alleged exposures to the Listed Chemicals from the
23 Covered Products sold by Defendant Releasees or Downstream Defendant Releasees after the
24 Effective Date. Nothing in this Section affects CAG’s right to commence or prosecute an action
25 under Proposition 65 against any person other than CHULADA, Defendant Releasees, or
26 Downstream Defendant Releasees. CHULADA, Defendant Releasees and Downstream Defendant
27 Releasees are hereafter collectively referred to as the “Released Parties”.
28

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

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

22 CAG understands and acknowledges that the significance and consequence of this waiver of
23 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
24 resulting from, or related directly or indirectly to, in whole or in part. Claims arising from any
25 violation of Proposition 65 or any other statutory or common law regarding the failure to warn about
26 actual or alleged exposure to the Listed Chemicals from the Covered Products, CAG will not be able
27 to make any claim for those damages, penalties or other relief against the Released Parties.
28 Furthermore, CAG acknowledges that it intends these consequences for any such Claims arising

1 from any violation of Proposition 65 or any other statutory or common law regarding the failure to
2 warn about exposure to the Listed Chemicals from the Covered Products as may exist as of the date
3 of this release but which CAG does not know exist, and which, if known, would materially affect
4 their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge is
5 the result of ignorance, oversight, 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 may
10 enforce any of the terms and conditions of this Consent Judgment only after that Party first provides
11 30-days' notice to the Party allegedly failing to comply with the terms and conditions of this Consent
12 Judgment, and attempts to resolve such Party's failure to comply in an open and good faith manner.

13 6.2. **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
14 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of Violation
15 ("NOV") to CHULADA. The NOV shall include for each of the Covered Products: (a) the name of
16 the Covered Products; (b) specific dates when the Covered Product was sold in California; (c) the
17 store or other place at which the Covered Product was available for sale to consumers; (d) analytical
18 sampling results, from a California certified laboratory, of Covered Products that show a
19 concentration of a Listed Chemical that exceeds the level set forth in Section 3.1; (e) evidence
20 establishing the warning required in Section 3.1 was not provided; and (f) any other evidence or
21 support for the allegations in the NOV.

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

25 (a) A statement that the Covered Product was manufactured or
26 shipped by CHULADA for sale in California before the Effective Date; or

27 (b) A statement that, since receiving the NOV, CHULADA has taken
28 corrective action by either: (i) taking all steps necessary to bring the sale of the

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

6 6.2.2. **Contested NOV.** CHULADA may serve a Notice of Election ("NOE")
7 informing CAG of its election to contest the NOV within 60 days of receiving the NOV.

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

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

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

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

21 **7. ENTRY OF CONSENT JUDGMENT**

22 7.1. CAG shall file a motion seeking approval of this Consent Judgment pursuant to
23 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
24 CHULADA waive their respective rights to a hearing and trial on the allegations in the Notices and
25 Complaint.

26 7.2. If this Consent Judgment is not approved in full by the Court: (a) this Consent
27 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
28 become null and void, and the actions shall revert to the status that existed prior to the execution date

1 of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
2 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have
3 any effect, nor shall any such matter be admissible in evidence for any purpose in this Action, or in
4 any other proceeding; and (c) the Parties agree to meet and confer to determine whether to modify
5 the terms of the Consent Judgment and to resubmit it for approval.

6 **8. MODIFICATION OF JUDGMENT**

7 8.1. This Consent Judgment may be modified only upon written agreement of the Parties
8 and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of any Party
9 as provided by law and upon entry of a modified Consent Judgment by the Court.

10 8.2. Any Party seeking to modify this Consent Judgment shall attempt in good faith to
11 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

12 **9. RETENTION OF JURISDICTION**

13 9.1. This Court shall retain jurisdiction of this matter to implement and enforce the terms
14 of this Consent Judgment under Code of Civil Procedure § 664.6.

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

16 10.1. CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
17 California Attorney General so that the Attorney General may review this Consent Judgment prior to
18 its submittal to the Court for approval. No sooner than forty-five (45) days after the Attorney
19 General has received the aforementioned copy of this Consent Judgment, CAG may then submit it to
20 the Court for approval.

21 **11. ATTORNEY FEES**

22 11.1. Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its
23 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

24 **12. ENTIRE AGREEMENT**

25 12.1. This Consent Judgment contains the sole and entire agreement and understanding of
26 the Parties with respect to the entire subject matter hereof and any and all prior discussions,
27 negotiations, commitments and understandings related hereto. No representations, oral or otherwise,
28 express or implied, other than those contained herein have been made by any party hereto. No other

1 agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind
2 any of the Parties.

3 **13. GOVERNING LAW**

4 13.1. The validity, construction and performance of this Consent Judgment shall be
5 governed by the laws of the State of California, without reference to any conflicts of law provisions
6 of California law.

7 13.2. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
8 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
9 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
10 rendered inapplicable by reason of law generally as to the Covered Products, then CHULADA may
11 provide written notice to CAG of any asserted change in the law, and shall have no further
12 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered
13 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve
14 CHULADA from any obligation to comply with any other pertinent state or federal law or
15 regulation.

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

25 **14. EXECUTION AND COUNTERPARTS**

26 14.1. This Consent Judgment may be executed in counterparts and by means of facsimile or
27 portable document format (pdf), which taken together shall be deemed to constitute one document
28 and have the same force and effect as original signatures.

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15. NOTICES

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

If to CAG:

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

If to Defendant CHULADA:

Malcolm Weiss, Esq.
Hunton & Williams LLP
550 South Hope Street, Suite 200
Los Angeles, California 90071

16. SUCCESSORS AND ASSIGNS

This Consent Judgment shall be binding upon and inure to the benefit of the Parties hereto and their respective divisions, subdivisions, and subsidiaries, and the successors or assigns of any of them.

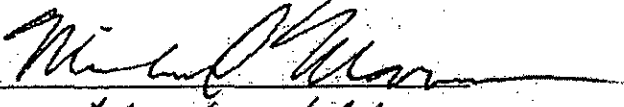
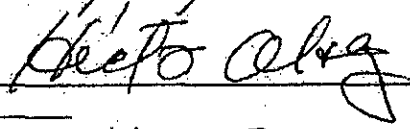
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17. AUTHORITY TO STIPULATE

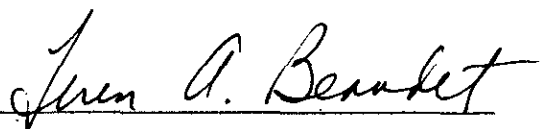
17.1.

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Consent Judgment.

<p>AGREED TO: Date: <u>3/21</u>, 2018  Name: <u>Michael Marcus</u> Title: <u>Director</u> CONSUMER ADVOCACY GROUP, INC.</p>	<p>AGREED TO: Date: <u>3/20/</u>, 2018  Name: <u>HECTOR ALVAREZ</u> Title: <u>CEO</u> Hector Alvarez CHULADA, INC. CHULADA SPICES HERBS & SNACKS</p>
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IT IS SO ORDERED.

Date: 5/16/18


JUDGE OF THE SUPERIOR COURT