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**FILED**  
Superior Court of California  
County of Los Angeles  
**05/29/2019**

Sherri R. Carter, Executive Officer / Clerk of Court  
By:     Maria Frances Lopez     Deputy

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Roxy Trading, Inc., a California Corporation  
7

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

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

12 Plaintiff,

13 v.

14 NEXT GENERATION PRODUCTS, INC., a  
15 California Corporation; EL MONTE  
SUPERSTORE, INC., a California  
16 Corporation; EL MONTE SUPERSTORE, a  
business entity form unknown; ROXY  
17 TRADING, INC., a California Corporation;  
TRAN'S FAMILY, INC., a California  
18 Corporation; SHUN FAT SUPERMARKET  
INC., a California Corporation; SF  
19 SUPERMARKET, INC.; a California  
Corporation and DOES 1-20,

20 Defendants.  
21

CASE NO. BC699060

Judge: Hon. John P. Doyle  
Dept.: 58

**CONSENT JUDGMENT ~~PROPOSED~~**

[Health & Safety Code § 25249.6 *et seq.*]

File Date: March 22, 2018  
Trial Date: February 25, 2019

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Mitchell  
Silberberg &  
Knupp LLP

B225072.3

**CONSENT JUDGMENT ~~PROPOSED~~**

1 **1. INTRODUCTION**

2 1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER  
3 ADVOCACY GROUP, INC. ("Plaintiff" or "CAG") acting on behalf of itself and in the interest of  
4 the public, and Defendant, ROXY TRADING, INC. ("Defendant" or "ROXY") with each a Party  
5 to the action and collectively referred to as "Parties."

6 **1.2 Defendants and Covered Products**

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

11 1.2.2 CAG alleges that ROXY manufactures, causes to be manufactured, sells, or  
12 distributes certain dried anchovies in California.

13 **1.3 Listed Chemicals**

14 1.3.1 Lead and lead compounds have been listed by the State of California as  
15 known to cause cancer and/or birth defects or other reproductive harm.

16 1.3.2 Cadmium and cadmium compounds have been listed by the State of  
17 California as known to cause cancer and/or birth defects or other reproductive harm.

18 **1.4 Notice of Violation.**

19 1.4.1 On or about September 6, 2017, CAG served ROXY and various public  
20 enforcement agencies with a document titled "60-Day Notice of Intent to Sue for Violation of the  
21 Safe Drinking Water and Toxic Enforcement Act of 1986" ("Notice") that provided the recipients  
22 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals  
23 in California of exposures to cadmium and cadmium compounds, as well as lead and lead  
24 compounds, contained in certain dried anchovies sold by ROXY in California. No public enforcer  
25 has commenced or diligently prosecuted the allegations set forth in the Notice.

26 ///

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1           **1.5 Complaint.**

2           On March 22, 2018, CAG filed a Complaint against ROXY for civil penalties and injunctive  
3 relief (the “Complaint”) in Los Angeles County Superior Court, Case No. BC699060, alleging that  
4 Defendants violated Proposition 65 for allegedly failing to give clear and reasonable warnings of  
5 alleged exposure to Lead/Cadmium in certain dried anchovies ROXY distributed and/or sold in  
6 California.

7           **1.6 Consent to Jurisdiction**

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

15           **1.7 No Admission**

16           This Consent Judgment resolves claims that are denied and disputed. The Parties enter  
17 into this Consent Judgment pursuant to a full and final settlement of any and all claims between  
18 the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment  
19 shall be construed as an admission by the Parties of any material allegation in the Notice or the  
20 Complaint, or of any fact, conclusion of law, issue of law or violation of law of any kind,  
21 including without limitation, any admission concerning any alleged or actual violation of  
22 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, including but  
23 not limited to the meaning of the terms “knowingly and intentionally expose” or “clear and  
24 reasonable warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent  
25 Judgment, nor compliance with its terms, shall constitute or be construed as an admission by the  
26 Parties of any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or  
27 liability by ROXY, its officers, directors, employees, or parent, subsidiary or affiliated  
28 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or

1 litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall  
2 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any  
3 other or future legal proceeding, except as expressly provided in this Consent Judgment.

4 **2. DEFINITIONS**

5 2.1 "Covered Products" means Dried Anchovies, which includes but is not limited to,  
6 "Dried Anchovy, Nt Wt. 3 oz (85g), 051299130060 and "Dried Anchovy" Nt Wt 3oz (85g) Product  
7 of Malaysia 051299130060 (collectively "Dried Anchovies"). The Covered Products are limited to  
8 those sold by or supplied by ROXY.

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

10 2.3 "Lead" means lead and lead compounds.


11 2.4 "Cadmium" means cadmium and cadmium compounds.

12 2.5 "Listed Chemicals" means Lead and Cadmium.

13 2.6 "Notice" means Plaintiff's September 6, 2017 Notice.

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

15 3.1 After the Effective Date, ROXY shall not sell, offer for sale in California, or ship  
16 for sale in California any Covered Products unless the level of Lead does not exceed 34 parts per  
17 billion ("ppb") and the level of Cadmium does not exceed 85 ppb. For any Covered Products that  
18 exceed those respective levels of Lead or Cadmium that are sold in California after the Effective  
19 Date, ROXY must provide a Proposition 65 compliant warning for the Covered Products as set  
20 forth below. Any warning provided pursuant to this section shall be affixed to the packaging of,  
21 or directly on, the Covered Products, and be prominently placed with such conspicuousness as  
22 compared with other words, statements, designs, or devices as to render it likely to be read and  
23 understood by an ordinary individual under customary conditions before purchase or use. The  
24 equilateral triangle pictogram shall be in yellow with a black exclamation mark; provided  
25 however, the pictogram may be in white instead of yellow if the Covered Product label does not  
26 contain the color yellow. The Parties agree that the following warning language shall constitute  
27 compliance with Proposition 65 with respect to the alleged Listed Chemicals in the Covered  
28 Products distributed and/or sold by the Defendants after the Effective Date:

1  **WARNING:** Consuming this product can expose you to chemicals including Lead and  
2 Cadmium, which is known to the State of California to cause cancer and birth defects, or  
3 other reproductive harm. For more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

4 3.2 For any Covered Products still existing in Defendants' inventory as of the Effective  
5 Date, Defendants shall place a Proposition 65 compliant warning on them. Any warning provided  
6 pursuant to this section shall be affixed to the packaging of, or directly on, the Covered Products,  
7 and be prominently placed with such conspicuousness as compared with other words, statements,  
8 designs, or devices as to render it likely to be read and understood by an ordinary individual under  
9 customary conditions before purchase or use. The Parties agree that the foregoing warning  
10 language shall constitute compliance with Proposition 65 with respect to the alleged Listed  
11 Chemicals in the Covered Products existing in Defendants' inventory as of the Effective Date.

12 **4. SETTLEMENT PAYMENT**

13 4.1 **Payment and Due Date:** Within 10 days of the Effective Date, Defendants shall  
14 pay a total of sixty thousand dollars and zero cents (\$60,000.00) in full and complete settlement of  
15 any and all claims for civil penalties, damages, attorney's fees, expert fees or any other claim for  
16 costs, expenses or monetary relief of any kind for claims that were or could have been asserted in  
17 the Notice or Complaint, as follows:

18 4.1.1 **Civil Penalty:** Defendants shall issue two separate checks totaling ten  
19 thousand three-hundred dollars and zero cents (\$10,300.00) as follows for alleged civil penalties  
20 pursuant to Health & Safety Code § 25249.12:

21 (a) Defendants will issue one check made payable to the State of California's  
22 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of seven thousand  
23 seven hundred and twenty-five dollars and zero cents (\$7,725.00) representing 75% of the total civil  
24 penalty and Defendants will issue a second check to CAG in the amount of two thousand five  
25 hundred and seventy-five dollars and zero cents (\$2,575.00) representing 25% of the total civil  
26 penalty;

27 (b) Separate 1099s shall be issued for each of the above payments:  
28 Defendants will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-

1 0284486) in the amount of seven thousand seven hundred and twenty-five dollars and zero cents  
2 (\$7,725.00) Defendants will also issue a 1099 to CAG in the amount of two thousand five hundred  
3 and seventy five dollars and zero cents (\$2,575.00) and deliver it to CAG c/o Yeroushalmi &  
4 Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

5           **4.1.2 Additional Settlement Payments:** ROXY shall issue one check for seven  
6 thousand seven-hundred dollars and zero cents (\$7,700.00) to “Consumer Advocacy Group, Inc.”  
7 pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 §  
8 3203(d). CAG will use this portion of the Total Settlement Payment as follows, eighty five percent  
9 (85%) for fees of investigation, purchasing and testing for Proposition 65 Listed Chemicals in  
10 various products, and for expert fees for evaluating exposures through various mediums, including  
11 but not limited to consumer product, occupational, and environmental exposures to Proposition 65  
12 Listed Chemicals, and the cost of hiring consulting and retaining experts who assist with the  
13 extensive scientific analysis necessary for those files in litigation and to offset the costs of future  
14 litigation enforcing Proposition 65 but excluding attorney fees; fifteen percent (15%) for  
15 administrative costs incurred during investigation and litigation to reduce the public’s exposure to  
16 Proposition 65 Listed Chemicals by notifying those persons and/or entities believed to be  
17 responsible for such exposures and attempting to persuade those persons and/or entities to  
18 reformulate their products or the source of exposure to completely eliminate or lower the level of  
19 Proposition 65 Listed Chemicals including but not limited to costs of documentation and tracking of  
20 products investigated, storage of products, website enhancement and maintenance, computer and  
21 software maintenance, investigative equipment, CAG’s member’s time for work done on  
22 investigations, office supplies, mailing supplies and postage. Within 30 days of a request from the  
23 Attorney General, CAG shall provide to the Attorney General copies of documentation  
24 demonstrating how the above funds have been spent. CAG shall be solely responsible for ensuring  
25 the proper expenditure of such additional settlement payment.

26           **4.1.3 Reimbursement of Attorney Fees and Costs:** Defendants shall pay forty-  
27 two thousand dollars and zero cents (\$42,000.00) payable to “Yeroushalmi & Yeroushalmi” as  
28 complete reimbursement for any and all reasonable investigation fees and costs, attorneys’ fees,

1 expert fees, and any and all other costs and expenses incurred as a result of investigating, bringing  
2 this matter to the ROXY's attention, litigating, negotiating a settlement in the public interest, and  
3 seeking and obtaining court approval of this Consent Judgment.

4 4.2 Other than the payment to OEHHA described above, all payments referenced in  
5 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi  
6 & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to  
7 OEHHA shall be delivered directly to Office of Environmental Health Hazard Assessment, Attn:  
8 Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. ROXY shall provide  
9 written confirmation to CAG concurrently with payment to OEHHA.

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

11 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on  
12 behalf of itself and in the public interest, and ROXY and their officers, directors, insurers,  
13 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister  
14 companies, and their successors and assigns ("Defendant Releasees"), and all entities to whom  
15 ROXY directly or indirectly distribute or sell Covered Products, including, but not limited to,  
16 downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members,  
17 licensees, and the successors and assigns of any of them, who may use, maintain, distribute or sell  
18 Covered Products ("Downstream Defendant Releasees"), of all claims for alleged or actual  
19 violations of Proposition 65 for alleged exposures to the Listed Chemicals from the Covered  
20 Products manufactured, distributed or sold by ROXY up through the Effective Date as set forth in  
21 the Notice and Complaint. ROXY and Defendant Releasees' compliance with this Consent  
22 Judgment shall constitute compliance with Proposition 65 with respect to alleged exposures to the  
23 Listed Chemicals from the Covered Products sold by Defendant Releasees or Downstream  
24 Defendant Releasees after the Effective Date. Nothing in this Section affects CAG's right to  
25 commence or prosecute an action under Proposition 65 against any person other than ROXY,  
26 Defendant Releasees, or Downstream Defendant Releasees. ROXY, Defendant Releasees and  
27 Downstream Defendant 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 the Released Parties through the Effective Date regarding any  
10 actual or alleged failure to warn about exposure to the Listed Chemicals from the Covered Products.  
11 In 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 the Effective Date arising from any violation of Proposition 65 or any other statutory or common  
15 law regarding the failure to warn about exposure to the Listed Chemicals from the Covered Products  
16 by virtue of the provisions of section 1542 of the California Civil Code, which provides as follows:

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

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



1 Claims arising from any violation of Proposition 65 or any other statutory or common law regarding  
2 the failure to warn about exposure to the Listed Chemicals from the Covered Products as may exist  
3 as of the date of this release but which CAG does not know exist, and which, if known, would  
4 materially affect their decision to enter into this Consent Judgment, regardless of whether their lack  
5 of knowledge is 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 ROXY. The NOV shall include for each of the Covered Products: (a) the name of the  
16 Covered Products; (b) specific dates when the Covered Product was sold in California; (c) the store  
17 or other place at which the Covered Product was available for sale to consumers; and (d) any other  
18 evidence or support for the allegations in the NOV.

19 6.2.1 **Non-Contested NOV.** CAG shall take no further action of any kind  
20 regarding the alleged violation if, within 60 days of receiving such NOV, ROXY serve a  
21 Notice of Election ("NOE") not to contest the NOV that meets the following conditions:

22 (a) A statement that since receiving the NOV ROXY has taken corrective  
23 action by either: (i) taking all steps necessary to bring the sale of the product into compliance  
24 under the terms of this Consent Judgment; or (ii) requesting that its customers or stores in  
25 California, as applicable, remove the Covered Product identified in the NOV from sale in  
26 California and destroy or return the Covered Product to ROXY or vendor, as applicable; or  
27 (iii) refute the information provided in the NOV.

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1           6.2.2 **Contested NOV.** ROXY may serve a Notice of Election (“NOE”) informing  
2 CAG of its election to contest the NOV within 60 days of receiving the NOV.

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

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

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

13           6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the  
14 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

15 **7. ENTRY OF CONSENT JUDGMENT**

16           7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
17 California Health & Safety Code § 25249.7(f). The Parties will act in good faith in order to obtain  
18 the Court’s approval of this Consent Judgment. Upon entry of the Consent Judgment, CAG and  
19 ROXY waive their respective rights to a hearing and trial on the allegations in the Notice and  
20 Complaint.

21           7.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent  
22 Judgment and any and all prior agreements between the Parties merged herein shall terminate and  
23 become null and void, and the actions shall revert to the status that existed prior to the execution  
24 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the  
25 negotiation, documentation, or other part or aspect of the Parties’ settlement discussions, shall have  
26 any effect, nor shall any such matter be admissible in evidence for any purpose in this Action, or in  
27 any other proceeding; and (c) the Parties agree to meet and confer to determine whether to modify  
28 the terms of the Consent Judgment and to resubmit it for approval.

1 **8. MODIFICATION OF JUDGMENT**

2 8.1 This Consent Judgment may be modified only upon written agreement of the Parties  
3 and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of any Party  
4 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 terms  
9 of this Consent Judgment under Code of Civil Procedure § 664.6.

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

11 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
12 California Attorney General so that the Attorney General may review this Consent Judgment prior  
13 to its submittal to the Court for approval. No sooner than forty five (45) days after the Attorney  
14 General has received the aforementioned copy of this Consent Judgment, CAG may then submit it  
15 to the Court for approval.

16 **11. ATTORNEY FEES**

17 11.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its  
18 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

19 **12. ENTIRE AGREEMENT**

20 12.1 This Consent Judgment contains the sole and entire agreement and understanding of  
21 the Parties with respect to the entire subject matter hereof and any and all prior discussions,  
22 negotiations, commitments and understandings related hereto. No representations, oral or  
23 otherwise, express or implied, other than those contained herein have been made by any party hereto.  
24 No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist  
25 or to bind any of the Parties.

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1 **13. GOVERNING LAW**

2 13.1 The validity, construction and performance of this Consent Judgment shall be  
3 governed by the laws of the State of California, without reference to any conflicts of law provisions  
4 of California law.

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

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

22 **14. EXECUTION AND COUNTERPARTS**

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

26 **15. NOTICES**

27 15.1 Any notices under this Consent Judgment shall be by delivery of First Class Mail.

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If to CAG:

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

If to Defendant ROXY TRADING, INC.:

Matthew S. Beasley  
MITCHELL SILBERBERG & KNUPP LLP  
11377 West Olympic Boulevard  
Los Angeles, CA 90064-1683

16: AUTHORITY TO STIPULATE

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

AGREED TO:

AGREED TO:

Date: 12/4/ 2018

Date: Dec 3, 2018

[Signature]  
Name: Michael Marcuel

[Signature]  
Name: SIENG SAETANG

Title: Director  
CONSUMER ADVOCACY GROUP,  
INC.

Title: President  
ROXY TRADING, INC.

IT IS SO ORDERED.

Date: 05/29/2019



**John P. Doyle**

JUDGE OF THE SUPERIOR COURT  
John P. Doyle / Judge