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Attorneys for Plaintiff,  
CONSUMER ADVOCACY GROUP, INC.

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

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

Plaintiff,

v.

VIVA 99, *et al.*

Defendants.

CASE NO. BC714678

[Assigned for All Purposes to the Hon.  
Elizabeth Allen White, Dept. 48]

**[PROPOSED] CONSENT JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Complaint filed: July 18, 2018

Trial Date: April 20, 2020

**1. 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 public interest, and Defendant Four Seasons General Merchandise, Inc. ("Defendant" or "Four Seasons") 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 Four Seasons is a California corporation which employs ten or more persons. For purposes of this Consent Judgment only, Four Seasons is deemed a person in the course of doing business in California and subject to the provisions of the Safe Drinking

**FILED**  
Superior Court of California  
County of Los Angeles

**JUN 29 2020**

Sherri R. Carter, Executive Officer/Clerk  
By [Signature] Deputy  
Daniel Haro

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 Defendant manufactures, sells, or distributes Notebooks, Wire  
4 Cutters with Polymer Grips, and Travel Sets with Plastic Components in California.

5 1.3 **Listed Chemicals**

6 1.3.1 Diisononyl Phthalate has been listed by the State of California as a chemical  
7 known to cause cancer.

8 1.3.2 Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl Phthalate and Bis (2-  
9 ethylhexyl) Phthalate, has been listed by the State of California as a chemical known to cause  
10 cancer and birth defects or other reproductive harm.

11 1.4 **Notices of Violation**

12 1.4.1 On or about April 10, 2018, CAG served a “60-Day Notice of Intent to Sue for  
13 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2018-00548”)  
14 (“April 10, 2018 Notice”) that provided the recipients, specifically Four Seasons, with notice of  
15 alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in  
16 California of exposures to Diisononyl Phthalate contained in certain Notebooks sold by Four  
17 Seasons in California. No public enforcer has commenced or diligently prosecuted the  
18 allegations set forth in the April 10, 2018 Notice.

19 1.4.2 On or about September 17, 2019, CAG served a “60-Day Notice of Intent  
20 to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG#  
21 2019-01802”) (“September 17, 2019 Notice”) that provided the recipients, specifically Four  
22 Seasons, with notice of alleged violations of Health & Safety Code § 25249.6 for failing to  
23 warn individuals in California of exposures to Di (2-ethylhexyl) Phthalate contained in certain  
24 Wire Cutters with Polymer Grips sold by Four Seasons in California. No public enforcer has  
25 commenced or diligently prosecuted the allegations set forth in the September 17, 2019 Notice.

26 1.4.3 On or about February 21, 2020, CAG served a “60-Day Notice of Intent to  
27 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2020-  
28

00463”) (“February 21, 2020 Notice”) that provided the recipients, specifically Four Seasons, with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Di (2-ethylhexyl) Phthalate contained in certain Travel Sets sold by Four Seasons in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the February 21, 2020 Notice.

#### 1.5 Complaint

1.5.1 On July 18, 2018 CAG filed a Complaint for civil penalties and injunctive relief (“Complaint”) in Los Angeles County Superior Court, Case No. BC714678, against Defendant. The Complaint alleges, among other things, that Defendant violated Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to Diisononyl Phthalate in certain Notebook products Four Seasons distributed and/or sold in California.

#### 1.6 Consent to Jurisdiction

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

#### 1.7 No Admission

This Consent Judgment resolves claims that are denied and disputed. The Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall be construed as an admission by the Parties of any material allegation in the Notice or the Complaint, or of any fact, conclusion of law, issue of law or violation of law of any kind, including without limitation, any admission concerning any alleged or actual violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, including

but not limited to the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by Four Seasons, its officers, directors, employees, or parent, subsidiary or affiliated corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other or future legal proceeding, except as expressly provided in this Consent Judgment.

## **2. DEFINITIONS**

### **2.1 “Covered Products” means:**

2.1.1 Notebooks, which includes but is not limited to: Small plastic covered note book, included in a gift set, “Address book + Note Book & Pen”, “Motivate higher office efficiency”, “40 sheets (size: 6.8x10.1cm)”, “gift set”, “ITEM NO.:97219”, “MADE IN CHINA”, UPC No.: 795229972190;”

2.1.2 Wire Cutter with Polymer Grips, which includes but is not limited to: “High Quality Product”; “Wire Cutter with 2pcs 33ft wire”; “Carbon Steel cutting blade and rubberized grip handles.”; “Item No. 34052”; UPC 7 95229 34052 4;” and

2.1.3 Travel Sets with Plastic Components, which includes but is not limited to: “7PC TRAVEL SET;” “Item #'s 37584;” “Made in China;” “7 95229 37584 7;”

2.2 Notebooks, Wire Cutter with Polymer Grips, and Travel Sets with Plastic Components are referred to collectively as “Covered Products.” The Covered Products are limited to those sold by or supplied by Four Seasons.

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

2.4 “DINP” means Diisononyl Phthalate.

1           2.5     “DEHP” means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl  
2 Phthalate and Bis (2-ethylhexyl) Phthalate.

3           2.6     “Listed Chemical” means DEHP and DINP.

4           2.7     “Notices” means the April 10, 2018; September 17, 2019; and February 21, 2020  
5 notices.


6 **3.     INJUNCTIVE RELIEF/REFORMULATION**

7           3.1     After the Effective Date, Four Seasons shall not sell, offer for sale in California,  
8 or ship for sale in California any Covered Products unless the level of the DEHP and DINP in the  
9 Covered Products does not exceed more than 0.1% (1,000 parts per million) by weight.

10          3.2     For any Covered Products still existing in Defendant’s inventory as of the  
11 Effective Date, Defendant shall place a Proposition 65 compliant warning on them. Any warning  
12 provided pursuant to this section shall be affixed to the packaging of, or directly on, the Covered  
13 Products, and be prominently placed with such conspicuousness as compared with other words,  
14 statements, designs, or devices as to render it likely to be read and understood by an ordinary  
15 individual under customary conditions before purchase or use. The equilateral triangle  
16 pictogram shall be in yellow with a black exclamation mark; provided however, the pictogram  
17 may be in white instead of yellow if the Covered Product label does not contain the color yellow.  
18 For any Covered Products sold over the internet, a Proposition 65 compliant warning must be  
19 additionally provided by including the warning on the product display page, or a clearly marked  
20 hyperlink to the warning on the product display page using the word “WARNING.” The Parties  
21 agree that the following warning language shall constitute compliance with Proposition 65 with  
22 respect to the alleged Listed Chemical in the Notebooks:

23         ▲ **WARNING:** This product can expose you to chemicals including Diisononyl Phthalate  
24         (DINP), which is known to the State of California to cause cancer. For more information  
25         go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

1 The Parties agree that the following warning language shall constitute compliance with  
2 Proposition 65 with respect to the alleged Listed Chemical in the Wire Cutter with Polymer  
3 Grips and Travel Sets with Plastic Components:

4  **WARNING:** This product can expose you to chemicals including Di(2-  
5 ethylhexyl)phthalate (DEHP), which is known to the State of California to cause cancer and birth  
6 defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

#### 7 **4. SETTLEMENT PAYMENT**

8 **4.1 Payment and Due Date:** Within ten (10) days of the Effective Date, Defendant  
9 shall pay a total of one hundred thirty thousand dollars and zero cents (\$130,000) in full and  
10 complete settlement of any and all claims for civil penalties, damages, attorney's fees, expert  
11 fees or any other claim for costs, expenses or monetary relief of any kind for claims that were or  
12 could have been asserted in the Notice or Complaint, as follows:

13 **4.1.1 Civil Penalty:** Defendant shall issue two separate checks totaling seventeen  
14 thousand two hundred dollars (\$17,200) as follows for alleged civil penalties pursuant to Health  
15 & Safety Code § 25249.12:

16 (a) Defendant will issue one check made payable to the State of California's Office of  
17 Environmental Health Hazard Assessment ("OEHHA") in the amount of twelve thousand nine  
18 hundred dollars (\$12,900) representing 75% of the total civil penalty and Defendant will issue a  
19 second check to CAG in the amount of four thousand three hundred dollars (\$4,300) representing  
20 25% of the total civil penalty;

21 (b) Separate 1099s shall be issued for each of the above payments: Defendant will issue a  
22 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of  
23 twelve thousand nine hundred dollars (\$12,900). Defendant will also issue a 1099 to CAG in the  
24 amount of four thousand three hundred dollars (\$4,300) and deliver it to CAG c/o Yeroushalmi  
25 & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

26 **4.1.2 Additional Settlement Payments:** Four Seasons shall issue one check for twelve  
27 thousand eight hundred dollars (\$12,800) to "Consumer Advocacy Group, Inc." pursuant to  
28



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

20       **4.1.3 Reimbursement of Attorney Fees and Costs:** Defendant shall issue a check in  
21 the amount of one hundred thousand dollars (\$100,000) payable to "Yeroushalmi &  
22 Yeroushalmi" as complete reimbursement for any and all reasonable investigation fees and costs,  
23 attorneys' fees, expert fees, and any and all other costs and expenses incurred as a result of  
24 investigating, bringing this matter to the Four Season's attention, litigating, negotiating a  
25 settlement in the public interest, and seeking and obtaining court approval of this Consent  
26 Judgment.

1 4.2 Other than the payment to OEHHA described above, all payments referenced in  
2 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,  
3 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The  
4 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard  
5 Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812.  
6 Four Seasons shall provide written confirmation to CAG concurrently with payment to OEHHA.

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

8 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on  
9 behalf of itself and in the public interest, and Four Seasons and their owners, officers, directors,  
10 insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners,  
11 affiliates, sister companies, predecessors, and their successors and assigns ("Defendant  
12 Releasees"), and all entities to whom Four Seasons directly or indirectly distribute or sell  
13 Covered Products, including, but not limited to, downstream distributors, suppliers, wholesalers,  
14 customers, retailers, marketplace hosts, franchisees, cooperative members, licensees, and the  
15 successors and assigns of any of them, who may use, maintain, distribute or sell Covered  
16 Products ("Downstream Defendant Releasees"), of all claims for alleged or actual violations of  
17 Proposition 65 for alleged exposures to the Listed Chemical from the Covered Products  
18 manufactured, distributed or sold by Four Seasons up through the Effective Date as set forth in  
19 the Notices and Complaint. Four Seasons and Defendant Releasees' compliance with this  
20 Consent Judgment shall constitute compliance with Proposition 65 with respect to alleged  
21 exposures to the Listed Chemical from the Covered Products sold by Defendant Releasees or  
22 Downstream Defendant Releasees after the Effective Date. Nothing in this Section affects  
23 CAG's right to commence or prosecute an action under Proposition 65 against any person other  
24 than Four Seasons, Defendant Releasees, or Downstream Defendant Releasees.

25 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,  
26 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
27 indirectly, any form of legal action and releases all claims, including, without limitation, all  
28



1 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,  
2 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation  
3 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,  
4 fixed or contingent (collectively "Claims"), against the Released Parties arising from any actual  
5 or alleged violation of Proposition 65 or any other statutory or common law claim regarding the  
6 Covered Products manufactured, distributed or sold by the Released Parties through the Effective  
7 Date regarding any actual or alleged failure to warn about exposure to the Listed Chemical from  
8 the Covered Products. In furtherance of the foregoing, CAG on behalf of itself only, hereby  
9 waives any and all rights and benefits which it now has, or in the future may have, conferred  
10 upon it with respect to Claims regarding the Covered Products manufactured, distributed or sold  
11 by the Released Parties through the Effective Date arising from any violation of Proposition 65  
12 or any other statutory or common law regarding the failure to warn about exposure to the Listed  
13 Chemical from the Covered Products by virtue of the provisions of section 1542 of the California  
14 Civil Code, which provides as follows:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
16 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
17 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
18 RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
19 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
20 DEBTOR OR RELEASED PARTY.

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

1 statutory or common law regarding the failure to warn about exposure to the Listed Chemical  
2 from the Covered Products as may exist as of the date of this release but which CAG does not  
3 know exist, and which, if known, would materially affect their decision to enter into this Consent  
4 Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight,  
5 error, negligence, or any other cause.

## 6 **6. ENTRY OF CONSENT JUDGMENT**

7 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
8 California Health & Safety Code § 25249.7(f). The Parties agree to act in good faith to obtain  
9 Court approval of the Consent Judgment. Upon entry of the Consent Judgment, CAG and Four  
10 Seasons waive their respective rights to a hearing and trial on the allegations in the Notices and  
11 Complaint.

12 6.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent  
13 Judgment and any and all prior agreements between the Parties merged herein shall terminate  
14 and become null and void, and the actions shall revert to the status that existed prior to the  
15 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft  
16 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement  
17 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any  
18 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to  
19 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

## 20 **7. MODIFICATION OF JUDGMENT**

21 7.1 This Consent Judgment may be modified only upon written agreement of the  
22 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
23 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

24 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
25 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

1 **8. RETENTION OF JURISDICTION**

2 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the  
3 terms of this Consent Judgment under Code of Civil Procedure section 664.6.

4 8.2 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 **9. SERVICE ON THE ATTORNEY GENERAL**

7 9.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
8 California Attorney General so that the Attorney General may review this Consent Judgment  
9 prior to its submittal to the Court for approval. No sooner than forty-five (45) days after the  
10 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may  
11 then submit it to the Court for approval.

12 **10. ENTIRE AGREEMENT**

13 10.1 This Consent Judgment contains the sole and entire agreement and understanding  
14 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,  
15 negotiations, commitments and understandings related hereto. No representations, oral or  
16 otherwise, express or implied, other than those contained herein have been made by any party  
17 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
18 deemed to exist or to bind any of the Parties.

19 **11. ATTORNEY FEES**

20 11.1 Except as specifically provided in Sections 4.1.3 and 8.2, each Party shall bear its  
21 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

22 **12. GOVERNING LAW**

23 12.1 The validity, construction, terms, and performance of this Consent Judgment shall  
24 be governed by the laws of the State of California, without reference to any conflicts of law  
25 provisions of California law.

26 12.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered  
27 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
28

1 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or  
2 rendered inapplicable by reason of law generally as to the Covered Products, then Four Seasons  
3 must provide written notice to CAG of any asserted change in the law, and shall have no further  
4 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered  
5 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve Four  
6 Seasons from any obligation to comply with any other pertinent state or federal law or  
7 regulation.

8 12.3 The Parties, including their counsel, have participated in the preparation of this  
9 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
10 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
11 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty  
12 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a  
13 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent  
14 Judgment agrees that any statute or rule of construction providing that ambiguities are to be  
15 resolved against the drafting Party should not be employed in the interpretation of this Consent  
16 Judgment and, in this regard, the Parties hereby waive California Civil Code section 1654.

### 17 **13. EXECUTION AND COUNTERPARTS**

18 13.1 This Consent Judgment may be executed in counterparts and by means of  
19 facsimile or portable document format (pdf), which taken together shall be deemed to constitute  
20 one document and have the same force and effect as original signatures.

### 21 **14. NOTICES**

22 14.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.  
23 If to CAG:

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

27 If to Defendant Four Seasons General Merchandise, Inc.:  
28

Nathan Meyer, Esq.  
RUSS, AUGUST & KABAT  
12424 Wilshire Blvd, 12th Floor  
Los Angeles, CA 90025  
Tel: (310) 826-7474  
Fax: (310) 826-6991

**15. AUTHORITY TO STIPULATE**

15.1 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: \_\_\_\_\_, 2019

Date: April 29, 2020

Name: \_\_\_\_\_

Name: Bruce Gabbai

Title: \_\_\_\_\_

Title: CEO

CONSUMER ADVOCACY GROUP,  
INC.

FOUR SEASONS GENERAL MERCHANDISE,  
INC.

**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_

JUDGE OF THE SUPERIOR COURT



Nathan Meyer, Esq.  
RUSS, AUGUST & KABAT  
12424 Wilshire Blvd, 12th Floor  
Los Angeles, CA 90025  
Tel: (310) 826-7474  
Fax: (310) 826-6991

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AGREED TO:

AGREED TO:

Date: April 29, 2019

Date: \_\_\_\_\_, 2019

Michael Marcus

Name: Michael Marcus

Name: \_\_\_\_\_

Title: Director

Title: \_\_\_\_\_

CONSUMER ADVOCACY GROUP, INC. FOUR SEASONS GENERAL MERCHANDISE,  
INC.

**IT IS SO ORDERED.**

Date: JUN 29 2020

Kaura Sigle  
JUDGE OF THE SUPERIOR COURT