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 CONSUMER ADVOCACY GROUP, INC.

FILED
 Superior Court of California
 County of Los Angeles
09/29/2020

Sherri R. Carter, Executive Officer / Clerk of Court
 By: K. Lappin Deputy

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.
 Laura Seigle, Dept. 48]

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5, *et seq.*

Complaint filed: July 18, 2018

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 Olivet International, Inc. ("Defendant" or "Olivet"). This Consent Judgment refers to each of the parties to the above action as a "Party" and collectively refers to them as "Parties."

1.2 Defendants and Covered Products

1.2.1 CAG alleges that Olivet is a California corporation which employs ten or more persons. For purposes of this Consent Judgment only and as of only the Effective Date, Olivet is

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1 deemed a person in the course of doing business in California and subject to the provisions of the
2 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§
3 25249.6, *et seq.* (“Proposition 65”).

4 1.2.2 CAG alleges that Defendant manufactures, sells, or distributes Plastic Placemats
5 and Litter Trapper Mats in California.

6 1.3 **Listed Chemicals**

7 1.3.1 Di (2-ethylhexyl) Phthalate (“DEHP”), also known as Diethyl Hexyl Phthalate
8 and Bis (2-ethylhexyl) Phthalate, has been listed by the State of California as a chemical known
9 to cause cancer and birth defects or other reproductive harm.

10 1.3.2 Diisononyl Phthalate (“DINP”) has been listed by the State of California as a
11 chemical known to cause cancer.

12 1.3.3 “Listed Chemicals” means DEHP and DINP.


13 1.4 **Notices of Violation**

14 1.4.1 On or about February 20, 2018, CAG served a “60-Day Notice of Intent to Sue
15 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“#AG2018-
16 00255”) (“February 20, 2018 Notice”) that provided the recipients, specifically Olivet, with
17 notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in
18 California of exposures to Listed Chemicals contained in certain Litter Trapper Mat sold by
19 Olivet in California. No public enforcer has commenced or diligently prosecuted the allegations
20 set forth in the February 20, 2018 Notice. mm

21 1.4.2 On or about May 10, 2018, CAG served a “60-Day Notice of Intent to Sue for
22 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“#AG2018-00723”)
23 (“May 10, 2018 Notice”) that provided the recipients, specifically Olivet, with notice of alleged
24 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
25 exposures to Listed Chemicals contained in certain Plastic Placemats sold by Olivet in
26 California. No public enforcer has commenced or diligently prosecuted the allegations set forth
27 in the May 10, 2018 Notice.

1 1.4.3 On or about October 23, 2019, CAG served a “60-Day Notice of Intent to Sue for
2 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“#AG2019-02004”)
3 (“October 23, 2019 Notice”) that provided the recipients, specifically Olivet, with notice of
4 alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in
5 California of exposures to Listed Chemicals contained in certain Litter Trapper Mats sold by
6 Olivet in California. No public enforcer has commenced or diligently prosecuted the allegations
7 set forth in the October 23, 2019 Notice.

8 1.4.4 On or about October 23, 2019, CAG served a “60-Day Notice of Intent to Sue for
9 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“#AG2019-02008”)
10 (“October 23, 2019 II Notice”) that provided the recipients, specifically Olivet, with notice of
11 alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in
12 California of exposures to Listed Chemicals contained in certain Plastic Pet Place Mats sold by
13 Olivet in California. No public enforcer has commenced or diligently prosecuted the allegations
14 set forth in the October 23, 2019 II Notice.

15 1.4.5 On or about February 10, 2020, CAG served a “60-Day Notice of Intent to Sue for
16 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2020-00295”)
17 (“February 10, 2020 Notice”) that provided the recipients, specifically Olivet, with notice of
18 alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in
19 California of exposures to Listed Chemicals contained in certain Plastic Pet Placemats sold by
20 Olivet in California. No public enforcer has commenced or diligently prosecuted the allegations
21 set forth in the February 10, 2020 Notice. 

22 **1.5 The Complaints**

23 1.5.1 On July 18, 2018, CAG filed a Complaint for civil penalties and injunctive
24 relief (“Complaint I”) in Los Angeles County Superior Court, Case No. BC714678, against
25 Defendant. Complaint I alleges, among other things, that Defendant violated Proposition 65 for
26 allegedly failing to give clear and reasonable warnings of alleged exposure to Listed Chemicals
27 in certain Litter Trapper Mat products Olivet distributed and/or sold in California.
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1 1.5.2 On September 21, 2018, CAG filed a Complaint for civil penalties and
2 injunctive relief ("Complaint II") in Los Angeles County Superior Court, Case No. BC722704,
3 against Defendant. Complaint II alleges, among other things, that Defendant violated
4 Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to
5 Listed Chemicals in certain Plastic Placemat products Olivet distributed and/or sold in
6 California.

7 1.5.3 On February 24, 2020, CAG filed a Complaint for civil penalties and
8 injunctive relief ("Complaint III") in Los Angeles County Superior Court, Case No.
9 20STCV07514, against Defendant. Complaint III alleges, among other things, that Defendant
10 violated Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged
11 exposure to Listed Chemicals in certain Pet Placemat products Olivet distributed and/or sold in
12 California. Complaint I, Complaint II and Complaint III are collectively referred to hereinafter
13 as the "Complaints".

14 **1.6 Consent to Jurisdiction**

15 For purposes of this Consent Judgment only, the Parties stipulate that (a) this Court has
16 jurisdiction over the allegations of violations contained in the Complaints, (b) personal
17 jurisdiction over Olivet as to the acts alleged in the Complaints, (c) venue is proper in the County
18 of Los Angeles, and (d) this Court has jurisdiction to enter this Consent Judgment as a full
19 settlement and resolution of the allegations against Olivet contained in the Complaints and of all
20 claims which were or could have been raised by any person or entity based in whole or in part,
21 directly or indirectly, on the facts alleged therein or arising therefrom or related thereto. MM

22 **1.7 No Admission**

23 This Consent Judgment resolves claims that are denied and disputed by Defendant. The
24 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all
25 claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this
26 Consent Judgment shall be construed as an admission by the Parties of any material allegation in
27 the Notices or the Complaints, or of any fact, conclusion of law, issue of law or violation of law
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1 of any kind, including without limitation, any admission concerning any alleged or actual
2 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine
3 including, but not limited to, the meaning of the terms “knowingly and intentionally expose” or
4 “clear and reasonable warning” as used in Health and Safety Code section 25249.6. Nothing in
5 this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an
6 admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of
7 fault, wrongdoing, or liability by Olivet, its officers, directors, employees, or parent, subsidiary
8 or affiliated corporations, or be offered or admitted as evidence in any administrative or judicial
9 proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this Consent
10 Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties
11 may have in any other or future legal proceeding, except as expressly provided in this Consent
12 Judgment.

13 2. DEFINITIONS

14 2.1 “Covered Products” means: (A) Plastic Pet Placemats, which includes but is not
15 limited to: (i) Blue place mat; “Style Number WP1025-30-2S”; UPC 618842297924;
16 “Manufactured or imported by OLIVET INTERNATIONAL Mira Loma, CA 91752”;
17 “www.olivetintl.com”; “800.856.9119”; “MADE IN CHINA”; “DESIGNED IN U.S.A.”; (ii)
18 Grey place mat; “Style Number WP1025-20-2S”; UPC 618842297931; “Manufactured or
19 imported by OLIVET INTERNATIONAL Mira Loma, CA 91752”; “www.olivetintl.com”;
20 “800.856.9119”; “MADE IN CHINA”; “DESIGNED IN U.S.A.”; (iii) “WORLD PET BY
21 OLIVET INTERNATIONAL INC.”; “nature print PET PLACEMAT”; “Product Dimension:
22 17.63” W x 11.75” H”; “PT00127”; “Manufactured by OLIVET INTERNATIONAL, INC.
23 MIRA LOMA, CALIFORNIA 91752”; “www.olivetintl.com”; “MADE IN CHINA”;
24 “DESIGNED IN THE U.S.A.”; “6 18842 30779 1”; (iv) “WORLD PET BY OLIVET
25 INTERNATIONAL INC.”; “nature print”; “PET PLACEMAT”; “Product Dimensions: 17.63”
26 W x 11.75” H”; “PT00127”; “Manufactured by OLIVET INTERNATIONAL, INC. MIRA
27 LOMA, CALIFORNIA 91752”; “www.olivetintl.com”; “MADE IN CHINA”; “DESIGNED IN
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1 THE U.S.A.;" "6 18842 30779 1;"; and (v) "WORLD PET BY OLIVET INTERNATIONAL
2 INC.;" "nature print;" "PET PLACEMAT;" "Product Dimensions: 17.63" W x 11.75" H;"
3 "PT00126;" "Manufactured by OLIVET INTERNATIONAL, INC. MIRA LOMA,
4 CALIFORNIA 91752;" "www.olivetintl.com;" "MADE IN CHINA;" "DESIGNED IN THE
5 U.S.A.;" "6 18842 30778 4;" and

6 (B) Litter Trapper Mat, which includes but is not limited to (i) "Worldpet Paw Print
7 Litter Trapper Mat"; "23.5 in x 18 in (59.7cm x 45.7cm)"; "Manufactured by Olivet Intl.,
8 Designed in the U.S., Made in China"; "UPC 6 18842 21864 6"; "WP -PM3008";
9 "X001USKF11"; "World Pet Paw Print Litter...pper Dog-Cat Navy Blue Mat"; and (ii)
10 "Worldpet"; "Paw print"; "Litter Trapper Mat"; "Reduces litter scatter"; "helps keep paws &
11 floors clean"; "soft & gentle on paws"; "easy to clean"; "23.15 in x 18 in"; "Olivet International
12 Inc. Mira Loma, CA 91752"; "Manufactured by Olivet Intl."; "Designed in U.S. Made in
13 China"; "WP-PM3008"; "UPC: 618842218646".

14 2.2 The Covered Products are limited to those sold or supplied by Olivet only,
15 including Covered Products that Olivet supplied to Downstream Releasees, as identified in
16 Section 5.1, below.

17 2.3 "Effective Date" means the date that this Consent Judgment is approved by the
18 Court.

19 2.4 "Notices" means the February 20, 2018, May 10, 2018, October 23, 2019,
20 October 23, 2019 II, and February 10, 2020 Notices.


21 3. INJUNCTIVE RELIEF/REFORMULATION

22 3.1 After the Effective Date, Olivet shall not sell, supply, offer for sale in California,
23 or ship for sale in California any Covered Products unless the level of DEHP and DINP in the
24 Covered Products does not exceed more than 0.1% (1,000 parts per million) by weight.


25 3.2 For any Covered Products still existing in Defendant's inventory as of the
26 Effective Date, Defendant shall place a Proposition 65 compliant warning on them. Any
27 warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the
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1 Covered Products, and be prominently placed with such conspicuousness as compared with other
2 words, statements, designs, or devices as to render it likely to be read and understood by an
3 ordinary individual under customary conditions before purchase or use. The equilateral triangle
4 pictogram shall be in yellow with a black exclamation mark; provided however, the pictogram
5 may be in white instead of yellow if the Covered Product label does not contain the color yellow.
6 The warning shall state:

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

11 -Or-

12  **WARNING:** This product can expose you to chemicals including Diisononyl
13 Phthalate (DINP), which is known to the State of California to cause cancer. For more
14 information go to www.P65Warnings.ca.gov.

15 -Or-

16  **WARNING:** Cancer and Reproductive Harm www.P65Warnings.ca.gov.

17 4. SETTLEMENT PAYMENT

18 4.1 **Payment and Due Date:** Within ten (10) days of the Effective Date, Defendant
19 shall pay a total of sixty-five thousand dollars and zero cents (\$65,000.00) in full and complete
20 settlement of any and all claims for civil penalties, damages, attorney's fees, expert fees or any
21 other claim for costs, expenses or monetary relief of any kind for claims that were or could have
22 been asserted in or awarded under the Notice or the Complaints, as follows: mm

23 4.1.1 **Civil Penalty:** Defendant shall issue two separate checks totaling five thousand
24 dollars and zero cents (\$5,000.00) as follows for alleged civil penalties pursuant to Health &
25 Safety Code § 25249.12:
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27 (a) Defendant will issue one check made payable to the State of California's Office of
28 Environmental Health Hazard Assessment ("OEHHA") in the amount of three thousand seven

1 hundred and fifty dollars and zero cents (\$3,750.00) representing 75% of the total civil penalty
2 and Defendant will issue a second check to CAG in the amount of one thousand two hundred and
3 fifty dollars and zero cents (\$1,250.00) representing 25% of the total civil penalty;

4 (b) Separate 1099s shall be issued for each of the above payments: Defendant will issue a
5 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of
6 three thousand seven hundred and fifty dollars and zero cents (\$3,750.00). Defendant will also
7 issue a 1099 to CAG in the amount of one thousand two hundred and fifty dollars and zero cents
8 (\$1,250.00) and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard,
9 Suite 240W, Beverly Hills, California 90212.

10 4.1.2 **Reimbursement of Attorney Fees and Costs:** Defendant shall issue a check in
11 the amount of sixty thousand dollars and zero cents (\$60,000.00) payable to "Yeroushalmi &
12 Yeroushalmi" as complete reimbursement for any and all reasonable investigation fees and costs,
13 attorneys' fees, expert fees, and any and all other costs and expenses incurred as a result of
14 investigating, bringing this matter to Olivet's attention, litigating, negotiating a settlement of the
15 Notices and the Complaints in the public interest, and seeking and obtaining court approval of
16 this Consent Judgment.

17 4.2 Other than the payment to OEHHA described above, all payments referenced in
18 paragraphs 4.1.1 and 4.1.2 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi &
19 Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to
20 OEHHA shall be delivered directly to Office of Environmental Health Hazard Assessment, Attn:
21 Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Olivet shall
22 provide written confirmation to CAG concurrently with payment to OEHHA.

23 5. MATTERS COVERED BY THIS CONSENT JUDGMENT

24 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
25 behalf of itself and in the public interest, and Olivet and their owners, officers, directors,
26 insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners,
27 affiliates, sister companies, predecessors, and their successors and assigns ("Defendant
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1 Releasees”), and all entities to whom Olivet directly or indirectly distribute or sell Covered
2 Products, including, but not limited to, downstream distributors, suppliers, wholesalers,
3 customers, retailers (including Walmart Inc., Walmart.com, Wal-Mart Stores, Inc., and Walmart
4 Apollo, LLC), marketplace hosts, franchisees, cooperative members, licensees, and the
5 successors and assigns of any of them, who may use, maintain, distribute or sell Covered
6 Products (“Downstream Defendant Releasees”), of all claims for alleged or actual violations of
7 Proposition 65 for alleged exposures to the Listed Chemicals from the Covered Products
8 manufactured, distributed or sold by Olivet up through the Effective Date as set forth in the
9 Notices and the Complaints. Olivet and Defendant Releasees’ compliance with this Consent
10 Judgment shall constitute compliance with Proposition 65 with respect to alleged exposures to
11 the Listed Chemicals from the Covered Products sold by Defendant Releasees or Downstream
12 Defendant Releasees after the Effective Date. Nothing in this Section affects CAG’s right to
13 commence or prosecute an action under Proposition 65 against any person other than Olivet,
14 Defendant Releasees, or Downstream Defendant Releasees.

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

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
6 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
7 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
8 RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
9 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
10 DEBTOR OR RELEASED PARTY.

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

24 6. ENTRY OF CONSENT JUDGMENT

25 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
26 California Health & Safety Code § 25249.7(f). The Parties agree to act in good faith to obtain
27 Court approval of the Consent Judgment. Upon entry of the Consent Judgment, CAG and Olivet
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1 waive their respective rights to a hearing and trial on the allegations in the Notices and the
2 Complaints.

3 6.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent
4 Judgment and any and all prior agreements between the Parties merged herein shall terminate
5 and become null and void, and the actions shall revert to the status that existed prior to the
6 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
7 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
8 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
9 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
10 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

11 **7. MODIFICATION OF JUDGMENT**

12 7.1 This Consent Judgment may be modified only upon written agreement of the
13 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
14 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

15 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
16 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

17 **8. RETENTION OF JURISDICTION**

18 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the
19 terms of this Consent Judgment under Code of Civil Procedure section 664.6.

20 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
21 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

22 **9. SERVICE ON THE ATTORNEY GENERAL**

23 9.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
24 California Attorney General so that the Attorney General may review this Consent Judgment
25 prior to its submittal to the Court for approval. No sooner than forty-five (45) days after the
26 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may
27 then submit it to the Court for approval.
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1 **10. ENTIRE AGREEMENT**


2 10.1 This Consent Judgment contains the sole and entire agreement and understanding
3 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
4 negotiations, commitments and understandings related hereto. No representations, oral or
5 otherwise, express or implied, other than those contained herein have been made by any party
6 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
7 deemed to exist or to bind any of the Parties.

8 **11. ATTORNEY FEES**

9 11.1 Except as specifically provided in Sections 4.1.2 and 8.2, each Party shall bear its
10 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

11 **12. GOVERNING LAW**

12 12.1 The validity, construction, terms, and performance of this Consent Judgment shall
13 be governed by the laws of the State of California, without reference to any conflicts of law
14 provisions of California law.

15 12.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
16 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
17 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
18 rendered inapplicable by reason of law generally as to the Covered Products, then Olivet shall
19 have no further obligations pursuant to this Consent Judgment with respect to, and to the extent
20 that, the Covered Products are so affected. Nothing in this Consent Judgment shall be
21 interpreted to relieve Olivet from any obligation to comply with any other pertinent state or
22 federal law or regulation. 

23 12.3 The Parties, including their counsel, have participated in the preparation of this
24 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
25 Consent Judgment was subject to revision and modification by the Parties and has been accepted
26 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty
27 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a
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1 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent
2 Judgment agrees that any statute or rule of construction providing that ambiguities are to be
3 resolved against the drafting Party should not be employed in the interpretation of this Consent
4 Judgment and, in this regard, the Parties hereby waive California Civil Code section 1654.

5 **13. EXECUTION AND COUNTERPARTS**

6 13.1 This Consent Judgment may be executed in counterparts and by means of digital,
7 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
8 one document and have the same force and effect as original signatures.

9 **14. NOTICES**

10 14.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.

11 If to CAG:

12 Reuben Yeroushalmi, Esq.
13 Yeroushalmi & Yeroushalmi
14 9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212

15 If to Defendant Olivet International, Inc.:

16 Doug Lipstone
17 Weinberg Gonser, LLP
18 10866 Wilshire Blvd., Suite 1650
Los Angeles, California 90024

19 **15. AUTHORITY TO STIPULATE**

20 15.1 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.
23



1 AGREED TO:

AGREED TO:

2
3 Date: July 27, 2020

Date: _____, 2020

4
5 Michael Marcus

6
7 Name: Michael Marcus

Name: _____

8
9 Title: Director

Title: _____

10 CONSUMER ADVOCACY GROUP, INC.

OLIVET INTERNATIONAL, INC.

11
12 **IT IS SO ORDERED.**

13
14 Date: _____

15
16 JUDGE OF THE SUPERIOR COURT

1 AGREED TO:

AGREED TO:

2
3 Date: _____, 2020

Date: July 27, 2020

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5
6
7 Name: _____

Name: PETER LIN

8
9 Title: _____

Title: CORPORATE SECRETARY

10 CONSUMER ADVOCACY GROUP, INC.

OLIVET INTERNATIONAL, INC.

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12 **IT IS SO ORDERED.**

13
14 Date: 09/29/2020



Laura Seigle

JUDGE OF THE SUPERIOR COURT

Laura A. Seigle / Judge