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10 Consumer Advocacy Group, Inc.

FILED
Superior Court of California
County of Los Angeles
08/08/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: C. Guerrero Deputy

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

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

15 Plaintiff,

16 v.

17 GW SUPERMARKET OF ROSEMEAD,
18 INC., a California Corporation; *et al.*,

19 Defendants.

CASE NO. 20STCV21985

[Assigned for All Purposed to the Hon.
Michelle Williams Court, Dept. 74]

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

20 **1. INTRODUCTION**

21 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
22 ADVOCACY GROUP, INC. (referred to as “CAG”) acting on behalf of itself and in the interest
23 of the public, and defendant, RICHIN TRADING, INC. (hereinafter referred to as “Defendant”),
24 with each a Party to the action and collectively referred to as “Parties.”

25 **1.2 Defendant and Products**

26 1.2.1 Defendant is a California corporation which employs ten or more persons.
27 Defendant distributes, and sells: (i) **Dried Anchovies** including but not
28 limited to “Richin Dried Anchovy”; “Net Wt: 4oz. (114g)”; “Pack for
Richin Trading Inc.,” “UPC 7 15685 13015 6”; “Product of Malaysia”; Lot
or batch “QJ 11” and (ii) **Black Fungus** including but not limited to
““Richin Brand”; “Black Fungus”; “Net Wt: 2.5 oz (70g)”; “UPC 7 15685

1 170060”; and “Richin Brand”; “Black Fungus”; “Net Wt: 2.5 oz (70g)”;
2 “UPC 7 15685 17000 8”

3 1.2.2 For purposes of this Consent Judgment, Defendant is deemed a person in
4 the course of doing business in California and are subject to the provisions of the Safe Drinking
5 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
6 (“Proposition 65”).

7 **1.3 Chemicals of Concern**

8 1.3.1 Lead and Lead Compounds (hereinafter “Lead”) are known to the State of
9 California to cause cancer and/or birth defects or other reproductive harm.

10 1.3.2 Cadmium and Cadmium Compounds (hereinafter “Cadmium”) are known
11 to the State of California to cause cancer and/or birth defects or other reproductive harm.

12 **1.4 Notices of Violation**

13 1.4.1 On or about January 9, 2020, CAG served Defendant and various public
14 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter
15 “Notice 1”) that provided the Defendant with notice of alleged violations of Health & Safety
16 Code § 25249.6 for failing to warn individuals in California of exposures to Lead, and Cadmium
17 contained in Dried Anchovies sold and/or distributed by Defendant. No other public enforcer
18 has commenced or diligently prosecuted the allegations set forth in the Notice.

19 1.4.2 On or about April 23, 2021, CAG served Defendant and various public enforcement
20 agencies with a document entitled “60-Day Notice of Violation” (hereinafter “Notice 2”) that
21 provided the Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for
22 failing to warn individuals in California of exposures to Lead contained in Black Fungus sold
23 and/or distributed by Defendant. No other public enforcer has commenced or diligently
24 prosecuted the allegations set forth in Notice 2.

25 1.4.3 Notice 1, and Notice 2 are referred to as the “Notices.”

26 **1.5 Complaint**

1 1.5.1 On June 10, 2020, CAG filed a complaint for civil penalties and injunctive
2 relief (“Complaint 1”) in Los Angeles Superior Court, Case No. 20STCV21985 against
3 Defendant. The Complaint alleges, among other things, that Defendant violated Proposition 65
4 by failing to give clear and reasonable warnings of exposure to Lead, and Cadmium from Dried
5 Anchovies.

6 1.5.2 On December 10, 2021, CAG filed a complaint for civil penalties and
7 injunctive relief (“Complaint 2”) in Los Angeles Superior Court, Case No. 21STCV45172
8 against Defendant. The Complaint alleges, among other things, that Defendant violated
9 Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead from Black
10 Fungus.

11 1.5.3 Upon entry of an order approving this Consent Judgment, the Complaint
12 on file in this matter shall be deemed amended to include the claims alleged in Complaint 2.

13 1.6 **Consent to Jurisdiction**

14 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court
15 has jurisdiction over the allegations of violations contained in the Complaint and personal
16 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the
17 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a
18 full settlement and resolution of the allegations contained in cause of action two in Complaint 1
19 and all allegations contained in Complaint 2 and of all claims which were or could have been
20 raised by any person or entity based in whole or in part, directly or indirectly, on the facts alleged
21 therein or arising therefrom or related thereto.

22 1.7 **No Admission**

23 1.7.1 This Consent Judgment resolves claims that are denied and disputed. 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 of
27 the Complaint (each and every allegation of which Defendant denies), any fact, conclusion of
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1 law, issue of law or violation of law, including without limitation, any admission concerning any
2 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,
3 or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable
4 warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment,
5 nor compliance with its terms, shall constitute or be construed as an admission by the Parties of
6 any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability
7 by any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated
8 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding
9 or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall
10 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
11 other or future legal proceeding, except as expressly provided in this Consent Judgment.

12 **2. DEFINITIONS**

13 2.1 “Covered Products” means Dried Anchovies and Black Fungus sold or supplied
14 by Defendant.

15 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
16 Court.

17 2.3 “Lead” means Lead and Lead Compounds.

18 2.4 “Cadmium” means Cadmium and Cadmium Compounds.


19 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
20 **WARNINGS.**

21 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in
22 California, or ship for sale in California any Dried Anchovies unless the level of Lead does not
23 exceed 34 parts per billion (“ppb”) and the level of Cadmium does not exceed 85 ppb,
24


25 3.2 After the Effective Date, Defendant shall not sell in California, offer for sale in
26 California, or ship for sale in California any Black Fungus unless the level of Lead does not
27 exceed 20 ppb.
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1 3.3 For any Covered Products that exceeds their respective levels of Lead, or
2 Cadmium that are placed into the stream of commerce in California by Defendant after the
3 Effective Date, Defendant must provide a Proposition 65 compliant warning for the Covered
4 Products as set forth below. Any warning provided pursuant to this section shall be affixed to
5 the packaging of, or directly on, the Covered Products, and be prominently placed with such
6 conspicuousness as compared with other words, statements, designs, or devices as to render it
7 likely to be read and understood by an ordinary individual under customary conditions before
8 purchase or use. The warning must be set off from other surrounding information, enclosed in a
9 box. Where the packaging of the Covered Product includes consumer information as defined by
10 California Code of Regulations title 27 §25600.1(c) in a language other than English, the
11 warning must also be provided in that language in addition to English. The Parties agree that the
12 following warning language shall constitute compliance with Proposition 65 with respect to the
13 alleged Lead, and Cadmium in the Covered Products placed into the steam of commerce by
14 Defendant after the Effective Date.

15 For Products containing Lead:

16 ** WARNING:** Consuming this product can expose you to
17 Lead, a chemical known to the State of California to cause
18 cancer and birth defects or other reproductive harm. For more
19 information go to www.P65Warnings.ca.gov/food.

20 For Products containing Cadmium:

21 ** WARNING:** Consuming this product can expose you to
22 Cadmium, a chemical known to the State of California to cause
23 cancer and birth defects or other reproductive harm. For more
24 information go to www.P65Warnings.ca.gov/food.

25
26 3.4 For any Covered Products still existing in the Defendant's inventory as of the
27 Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the
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1 Covered Products does not exceed their respective levels of Lead, or Cadmium. Any warning
2 provided pursuant to this section shall comply with the warning requirements under Section 3.2
3 above.

4 **4. SETTLEMENT PAYMENT**

5 4.1 **Payment and Due Date:** Within ten (10) days of the Effective Date, Defendant
6 shall pay a total of Two hundred thousand dollars (\$200,000) in full and complete settlement of
7 all monetary claims by CAG related to the Notices, as follows:

8 4.1.1 **Civil Penalty:** Defendant shall issue separate checks totaling Eleven
9 thousand four hundred and forty dollars (\$11,440.00) as penalties pursuant to Health & Safety
10 Code § 25249.12:

11 (a) Defendant will issue a check made payable to the State of California's
12 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of eight
13 thousand five hundred and eighty dollars (\$8,580.00) representing 75% of the total penalty and
14 Defendant will issue a separate check to CAG in the amount of two thousand eight hundred and
15 sixty dollars (\$2,860.00) representing 25% of the total penalty; and

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

20 4.1.2 **Additional Settlement Payments:** Defendant shall make a separate
21 payment, in the amount of eight thousand five hundred and sixty dollars (\$8,560.00) as an
22 additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety
23 Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendant will issue
24 a separate check to CAG for the Additional Settlement Payment. CAG will use this payment as
25 follows, eighty five percent (85%) for fees of investigation, purchasing and testing for
26 Proposition 65 listed chemicals in various products, and for expert fees for evaluating exposures
27 through various mediums, including but not limited to consumer product, occupational, and
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1 environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and
2 retaining experts who assist with the extensive scientific analysis necessary for those files in
3 litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding
4 attorney fees; fifteen percent (15%) for administrative costs incurred during investigation and
5 litigation to reduce the public's exposure to Proposition 65 listed chemicals by notifying those
6 persons and/or entities believed to be responsible for such exposures and attempting to persuade
7 those persons and/or entities to reformulate their products or the source of exposure to
8 completely eliminate or lower the level of Proposition 65 listed chemicals including but not
9 limited to costs of documentation and tracking of products investigated, storage of products,
10 website enhancement and maintenance, computer and software maintenance, investigative
11 equipment, CAG's member's time for work done on investigations, office supplies, mailing
12 supplies and postage. Within 30 days of a request from the Attorney General, CAG shall provide
13 to the Attorney General copies of documentation demonstrating how the above funds have been
14 spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional
15 settlement payment.

16
17 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Defendant shall pay one
18 hundred and eighty thousand dollars (\$180,000) to "Yeroushalmi & Yeroushalmi" as
19 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs
20 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, and
21 negotiating a settlement in the public interest.

22 4.2 Other than the payment to OEHHA described above, all payments referenced in
23 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
24 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
25 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,
26 Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently
27 with payment to OEHHA, Defendant shall provide CAG with written confirmation that the
28 payment to OEHHA was delivered.

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

2 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on
3 behalf of itself and in the public interest and Defendant for failure to provide Proposition 65
4 warning of exposure to Lead and Cadmium in Dried Anchovies and Lead in Black Fungus as
5 set forth in the Notices, and fully resolves all claims that have been or could have been asserted
6 against Defendant in this action up through the Effective Date for failure to provide Proposition
7 65 warnings for the Covered Products regarding Lead, and Cadmium. CAG, on behalf of itself
8 and in the public interest, hereby discharges Defendant and its officers, directors, insurers,
9 employees, parents, shareholders, divisions, subdivisions, subsidiaries, and their successors and
10 assigns (“Defendant Releasees”) and all customers, retailers and downstream entities in the
11 distribution chain of the Covered Products to whom Defendant distributed or sold Covered
12 Products, and the predecessors, successors and assigns of any of them, and all of their respective
13 officers, directors, shareholders, members, managers, employees, agents only as to Covered
14 Products sold by the Defendant (collectively, “Downstream Releasees”), for all Covered
15 Products placed into the stream of commerce up through the Effective Date for violations of
16 Proposition 65 based on exposure to Lead, and Cadmium in Dried Anchovies and Lead in Black
17 Fungus Defendant’s compliance with the terms of this Consent Judgment shall be deemed to
18 constitute compliance with Proposition 65 regarding alleged exposures to Lead and Cadmium in
19 Dried Anchovies and Lead in Black Fungus. Nothing in this Section affects CAG’s right to
20 commence or prosecute an action under Proposition 65 against any person other than Defendant
21 Releasees or Downstream Releasees after the Effective Date.

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

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

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

1 **6. ENFORCEMENT OF JUDGMENT**

2 6.1 CAG may bring a motion or an action to enforce any breach of the terms in
3 Section 4 upon five (5) business days' written notice by CAG to the Defendant.

4 6.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
5 prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

6 **7. ENTRY OF CONSENT JUDGMENT**

7 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
8 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
9 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.

10 7.2 The Parties shall make good faith efforts to have the Consent Judgment approved
11 by the Court.

12 7.3 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 in
19 good faith to determine whether to modify the terms of the Consent Judgment and to resubmit it
20 for approval.

21 7.4 Within five court days of receipt of all payments outlined in Section 4, CAG shall
22 file a request for dismissal without prejudice of Complaint 2.

23 **8. MODIFICATION OF JUDGMENT**

24 8.1 This Consent Judgment may be modified only upon written agreement of the
25 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
26 any party as provided by law and upon entry of a modified Consent Judgment by the Court.
27
28

1 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
2 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

3 **9. RETENTION OF JURISDICTION**

4 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
5 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

6 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
7 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

8 **10. DUTIES LIMITED TO CALIFORNIA**

9 10.1 This Consent Judgment shall have no effect on Covered Products sold by
10 Defendant outside the State of California.

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

12 11.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
13 California Attorney General so that the Attorney General may review this Consent Judgment
14 prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General
15 has received the aforementioned copy of this Consent Judgment, and in the absence of any
16 written objection by the Attorney General to the terms of this Consent Judgment, may the Court
17 approve this Consent Judgment.

18 **12. ATTORNEY FEES**

19 12.1 Except as specifically provided in Section 4.1.3, 6.2 and 9.2, each Party shall bear
20 its own costs and attorney fees in connection with this action.

21 **13. GOVERNING LAW**

22 13.1 The validity, construction and performance of this Consent Judgment shall be
23 governed by the laws of the State of California, without reference to any conflicts of law
24 provisions of California law.

25 13.2 The terms of this Consent Judgment shall be governed by the laws of the State of
26 California. 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
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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 any Defendant
3 subject to this Consent Judgment may provide written notice to CAG of any asserted change in
4 the law, and shall have no further obligations pursuant to this Consent Judgment with respect to,
5 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment
6 shall be interpreted to relieve a Defendant from any obligation to comply with any pertinent state
7 or federal law or regulation.

8 13.3 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 or
12 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
13 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
14 agrees that any statute or rule of construction providing that ambiguities are to be resolved
15 against the drafting Party should not be employed in the interpretation of this Consent Judgment
16 and, in this regard, the Parties hereby waive California Civil Code § 1654.

17 **14. EXECUTION AND COUNTERPARTS**

18 14.1 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 **15. NOTICES**

22 15.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

23
24 If to CAG:

25 Reuben Yeroushalmi
26 YEROUSHALMI & YEROUSHALMI
27 9100 Wilshire Boulevard, Suite 240W
28 Beverly Hills, CA 90212
(310) 623-1926
Email: lawfirm@yeroushalmi.com

1
2 If to Defendant.:

Joseph Hohenwarter

3 LAW OFFICE OF JOSEPH HOHENWARTER

4 333 N. Lantana St., Suite 267

(805) 383-7156

5 Email: hohenwarter.lawyer@verizon.net

Conville CA 93210 JH

6
7 **16. AUTHORITY TO STIPULATE**

8 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
9 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
10 the party represented and legally to bind that party.

11
12 **AGREED TO:**

13 Date: _____, 2022

14
15
16 Name: _____

17 Title: _____

18 CONSUMER ADVOCACY GROUP, INC.

12 **AGREED TO:**

13 Date: 6/1, 2022

14
15
16 Name: Jeanie Wong

17 Title: President

18 RICHIN TRADING, INC.

19
20 **IT IS SO ORDERED.**

21
22
23 Date: _____

JUDGE OF THE SUPERIOR COURT

If to Defendant.:
Joseph Hohenwarter
LAW OFFICE OF JOSEPH HOHENWARTER
333 N. Lantana St., Suite 267
(805) 383-7156
Email: hohenwarter.lawyer@verizon.net

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: Date: <u>June 8</u> , 2022 <u>Michael Marcus</u> Name: <u>Michael Marcus</u> Title: <u>Director</u> CONSUMER ADVOCACY GROUP, INC.	AGREED TO: Date: _____, 2022 _____ Name: _____ Title: _____ RICHIN TRADING, INC.
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IT IS SO ORDERED.

Date: 08/08/2022


JUDGE OF THE SUPERIOR COURT
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