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8 Attorneys for Plaintiff,
9 **PUBLIC HEALTH AND SAFETY ADVOCACY, LLC.**

FILED
Superior Court of California
County of Los Angeles

OCT 21 2022

Sherril R. Carter, Executive Officer/Clerk
By M. Ventura Deputy
Marisa Ventura

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

RECEIVED
SEP 21 2022
DEPT. 14

12 **PUBLIC HEALTH AND SAFETY**
13 **ADVOCACY, LLC., a Limited Liability**
14 **Company, in the public interest,**

15 **Plaintiff,**

16 **v.**

17 **VIGO IMPORTING COMPANY; and DOES 1**
18 **through 50, inclusive,**

19 **Defendant(s)**

CASE NO.: 22STCV16463

~~[Proposed]~~ ORDER TO APPROVE AND
ENTER CONSENT JUDGMENT BETWEEN
PLAINTIFF PUBLIC HEALTH & SAFETY
ADVOCACY, LLC AND DEFENDANT
VIRGO IMPORTING COMPANY

[Filed Concurrently with Notice of Motion and
Motion, Memorandum of Points and Authorities
in Support of Motion to Approve and Enter
Consent Judgment, Declaration of Davar
Danialpour, and [Proposed] Consent Judgment]

[Assigned for all purposes to Hon. Terry Green,
Dept 14]

Reservation ID: 429700024925

Date: 10/21/2022

Time: 1:30 PM

Dept: 14

Complaint filed: May 18, 2022

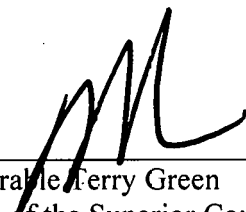
10/25/2022

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The Court, having read and considered Plaintiff's Motion to Approve and Enter Consent Judgment between Plaintiff Public Health & Safety Advocacy, LLC and Defendant Virgo Importing Company, and the evidence in support heard on October 21, 2022, hereby orders that the attached [Proposed] Consent Judgment be approved and entered on this date.

DATE:

10/21/22



Honorable Perry Green
Judge of the Superior Court, County of Los Angeles

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FILED
Superior Court of California
County of Los Angeles
OCT 21 2022
Sherri R. Carter, Executive Officer/Clerk
By Mansa Ventura Deputy

Attorneys for Plaintiff,
PUBLIC HEALTH AND SAFETY ADVOCACY, LLC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

**PUBLIC HEALTH AND SAFETY
ADVOCACY, LLC., a Limited Liability
Company, in the public interest,**

Plaintiff,

vs.

**VIGO IMPORTING COMPANY and
DOES 1 through 50, inclusive,**

Defendant(s).

Case No. 22STCV16463
CONSENT JUDGMENT ~~PROPOSED~~

[Filed Concurrently with Notice of Motion and Motion, Memorandum of Points and Authorities in Support of Motion to Approve and Enter Consent Judgment; Declaration of Davar Danialpour, and [Proposed] Order]

[Assigned for all purposed to Hon. Terry Green, Dept 14]

Reservation ID: 429700024925
Date: 10/21/2022
Time: 1:30 PM
Dept: 14

Complaint filed: May 18, 2022

1. INTRODUCTION

1.1 This Consent Judgment is entered into by and between Plaintiff **PUBLIC HEALTH AND SAFETY ADVOCACY, LLC** (“Plaintiff” or “PHSA”), acting on behalf of itself and in the public interest, and Defendants **VIGO IMPORTING COMPANY** (“Defendants”). Plaintiff and Defendants are collectively referred to as “Parties.”

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1 **1.2 Defendants and Covered Products**

2 1.2.1 PHSA alleges that Defendants employ ten or more persons. For purposes of
3 this Consent Judgment only, Defendants are deemed to be persons in the course of doing
4 business in California and subject to the provisions of the *Safe Drinking Water and Toxic*
5 *Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.* (“*Proposition*
6 *65*”).

7 1.2.2 PHSA alleges that Defendants manufacture, import, distribute and/or sell
8 certain products in California, including but not limited to Vigo Authentic Paella Valencia
9 Yellow Rice & Seafood Dinner, UPC #0-7107201305-2. As set forth in Section 2.1 below,
10 Vigo Authentic Paella Valencia Yellow Rice & Seafood Dinner products that allegedly contain
11 Lead are collectively referred to herein as “Covered Products.”

12 **1.3 Listed Chemicals**

13 1.3.1 Lead and Lead Compounds (“Lead”) have been listed by the State of California
14 as chemicals known to cause cancer and/or birth defects or other reproductive harm. The
15 Maximum Allowable Dose Level (“MADL”) for lead set by the California Office of
16 Environmental Health Hazard Assessment is 0.5 micrograms (µg) per day.

17 **1.4 Notice of Violation**

18 1.4.1 On or about December 17, 2021, PHSA served a “60-Day Notice of Violation
19 of the Safe Drinking Water and Toxic Enforcement Act of 1986,” AG# 2021-03059,
20 (“Notice”) in which it alleged that the recipients, specifically including Defendants, violated
21 *Health & Safety Code § 25249.6* by failing to warn individuals in California of exposures to
22 Lead contained in Covered Products sold by Defendants in California.

23 **1.5 Complaint**

24 1.5.1 On May 18, 2022, PHSA filed a Complaint for civil penalties and injunctive
25 relief (“Complaint”) in Los Angeles County Superior Court, Case No. 22STCV16463, against
26 Defendants. The Complaint alleges, among other things, that Defendants violated
27 Proposition 65 by allegedly failing to give clear and reasonable warnings of alleged exposure
28 to Lead contained in Covered Products that Defendants allegedly placed into the stream of
commerce in California.

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1 **1.6 Consent to Jurisdiction**

2 1.6.1 For purposes of this Consent Judgment only, the Parties stipulate that this
3 Court has jurisdiction over the allegations of violations contained in the Complaint, personal
4 jurisdiction over Defendants as to the acts alleged in the Complaint, that venue is proper in
5 the County of Los Angeles, and that this Court has jurisdiction to enter this Consent
6 Judgment as a full settlement and resolution of the allegations against Defendants contained
7 in the Complaint and the Notice, and of all claims which were or could have been raised by
8 any person or entity based in whole or in part, directly or indirectly, on the facts alleged
9 therein or arising therefrom or related thereto with respect to Covered Products.

10 **1.7 No Admission**

11 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The
12 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all
13 claims between the Parties for the purpose of avoiding prolonged litigation. Defendants
14 expressly maintain that all of their products, including but not limited to the Product subject
15 to the Notice and the Complaint, comply with all laws including Proposition 65, and are
16 completely safe for their intended use. Nothing in this Consent Judgment shall be construed
17 as an admission by Defendants of any material allegation in the Notice or the Complaint, or
18 of any fact, conclusion of law, issue of law or violation of law of any kind, including without
19 limitation, any admission concerning any alleged or actual violation of Proposition 65 or any
20 other statutory, regulatory, common law or equitable doctrine, including but not limited to the
21 meaning of the terms “knowingly and intentionally expose” or “clear and reasonable
22 warning” as used in *Health and Safety Code section 25249.6*. Nothing in this Consent
23 Judgment, nor compliance with its terms, shall constitute or be construed as an admission by
24 Defendants of any fact, conclusion of law, issue of law or violation of law, or of fault,
25 wrongdoing or liability by Defendants, their officers, directors, employees or parent,
26 subsidiary or affiliated corporations, or be offered or admitted as evidence in any
27 administrative or judicial proceeding or litigation in any court, agency or forum, except for
28 purposes of res judicata or collateral estoppel. Furthermore, nothing in this Consent
Judgment shall prejudice, waive or impair any right, remedy, argument or defense the parties

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1 may have in any other or future legal proceeding, except as expressly provided in this
2 Consent Judgment.

3 **2. DEFINITIONS**

4 2.1 "Covered Products" means Vigo Authentic Paella Valencia Yellow Rice &
5 Seafood Dinner, UPC #0-7107201305-2, manufactured, imported, distributed, and/or sold in
6 California by Defendants.

7 2.2 "Effective Date" means the date that this Consent Judgment is entered by the
8 Court.

9 2.3 "Lead" means Lead and Lead compounds.

10 2.4 "Listed Chemical" Lead and Lead Compounds.

11 2.6 "Notice" means the December 17, 2021, *Proposition 65* 60-Day Notice, AG #
12 2021-03059.

13 **3. INJUNCTIVE RELIEF/REFORMULATION**

14 3.1 Defendants shall provide a Proposition 65 warning for all Covered Products
15 manufactured 30 or more days after the Effective Date that are distributed or offered for sale
16 in California and contain 0.5 micrograms or more of Lead per serving calculated based on the
17 package serving size. The Proposition 65 warning may be provided by any one of or
18 combination of the methods described below.

19 3.2 Any warning provided pursuant to this section may be provided either on the
20 product itself or by retail warning sign. Any warning on the Covered Product itself shall be
21 on the product label, or affixed to the packaging of, or directly on, the Covered Product, and
22 shall be placed with such conspicuousness as compared with other words, statements, designs
23 or devices as to render it likely to be read and understood by an ordinary individual under
24 customary conditions before purchase or use. The product warning shall state either:

25 [California Proposition 65] **WARNING:** Consuming this product can expose you to
26 chemicals including Lead, which are known to the State of California to cause cancer and
27 birth defects or other reproductive harm. For more information go to

28 www.P65Warnings.ca.gov

or

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1 [California Proposition 65] **WARNING:** Cancer and
2 Reproductive Harm - www.P65Warnings.ca.gov.

3 Language in brackets is optional.

4 If the warning is provided by retail warning sign, it shall state as follows:

5 [California Proposition 65] **WARNING:** Consuming the Paella Valencia sold on these
6 shelves can expose you to chemicals including lead, which are known to the State of
7 California to cause cancer and birth defects or other reproductive harm. For more
8 information go to www.P65Warnings.ca.gov

9 If OEHHA regulations require or permit specific safe harbor warning text and/or
10 methods of transmission different than those set forth above, Defendants shall be entitled to
11 use, at their discretion, such other specific safe harbor warning text and/or methods of
12 transmission without being deemed in breach of this Judgment.

13 3.3 The same warning shall be posted on any website under the exclusive control
14 of Vigo Importing Company where the Covered Product is sold to consumers located in
15 California. The warning requirements of this section shall be satisfied if the forgoing
16 warning appears either: (a) on the same web page on which a Covered Product is
17 displayed and/or described by providing a clearly marked hyperlink using the word
18 "WARNING,"; (b) on the same page as the price for the Covered Product, or (c) on one
19 or more web pages displayed to a purchaser prior to purchase during the checkout
20 process. Alternatively, a symbol consisting of a black exclamation point in a yellow or
21 white equilateral triangle may appear adjacent to or immediately following the display,
22 description, price, or check-out listing of the Covered Product, if the warning statement
23 appears elsewhere on the same web page in a manner that clearly associates it with the
24 product to which the warning applies.

25 Vigo Importing Company also agrees to inform third parties of the need to provide a
26 website warning as a condition of the sale of the product if the product is sold on third-
27 party websites.

28 3.4 Notwithstanding anything else in this Consent Judgement, the Products that are

1 manufactured, imported, or distributed prior to the Compliance Date shall be subject to
2 release of liability pursuant to this Consent Judgment, without regard to when such
3 products were, or are in the future, shipped, delivered, distributed or sold to customers. As
4 a result, the obligation of Releasees do not apply to the Products manufactured, imported,
5 or distributed prior to the Compliance Date.

6 **4. SETTLEMENT PAYMENT**

7 **4.1 Payment and Due Date:** Within ten (10) days of the Effective Date,
8 Defendants shall pay a total of \$45,000 in full and complete settlement of any and all claims
9 for civil penalties, damages, attorney's fees, expert fees, investigative expenses, or any other
10 claim for costs, expenses or monetary relief of any kind for claims that were or could have
11 been asserted in the Notices or Complaint, as follows:

12 **4.1.1 Civil Penalty:** Defendant shall issue two separate checks totaling \$5,000 as
13 follows for alleged civil penalties pursuant to *Health & Safety Code § 25249.12*:

14 (a) Defendant will issue one check made payable to the State of California's Office of
15 Environmental Health Hazard Assessment ("OEHHA") in the amount of \$3,750 representing
16 75% of the total civil penalty and Defendant will issue a second check to PHSA in the
17 amount of \$1,250 representing 25% of the total civil penalty;

18 (b) Separate 1099s shall be issued for each of the above payments: Defendants will
19 issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the
20 amount of \$3,750. Defendants will also issue a 1099 to PHSA (EIN: 85-0919197520 in the
21 amount of \$1,250 and deliver it to PHSA c/o Danialpour & Associates, 357 S. Robertson
22 Blvd., 2nd Floor, Suite 400, Beverly Hills, CA 90211.

23 **4.1.2 Reimbursement of Attorney Fees and Costs:** Defendant shall issue a check
24 in the amount of \$40,000 payable to "Danialpour & Associates" as complete reimbursement
25 for any and all reasonable investigation fees and costs, attorneys' fees, expert fees, and any
26 and all other costs and expenses incurred as a result of investigating, bringing this matter to
27 the Defendants' attention, preparing and serving the Notice, litigating, negotiating a
28 settlement in the public interest, and seeking and obtaining court approval of this Consent
Judgment.

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1 4.2 Other than the payment to OEHHA described above, all payments referenced in
2 paragraphs 4.1.1 and 4.1.2 above, shall be delivered to: Davar Danialpour, Danialpour &
3 Associates, 357 S. Robertson Blvd., 2nd Floor, Suite 400, Beverly Hills, CA 90211. The
4 payment to OEHHA shall be delivered directly to the Office of Environmental Health Hazard
5 Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California
6 95812. Defendants shall provide written confirmation to PHSA that the payment to OEHHA
7 has been made concurrently with the payment it makes to OEHHA.

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

9 5.1 This Consent Judgment is a full, final, and binding resolution between PHSA,
10 on behalf of itself and in the public interest, and Defendants and their owners, officers,
11 directors, insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries,
12 partners, affiliates, sister companies, predecessors and their successors and assigns
13 (“Defendant Releasees”), and all entities to whom Defendants directly or indirectly distribute
14 or sell Covered Products, including, but not limited to, all suppliers, downstream distributors,
15 wholesalers, customers, retailers, marketplace hosts, franchisees, cooperative members,
16 licensees, licensors and the successors and assigns of any of them, who may use, maintain,
17 distribute or sell Covered Products (“Downstream Defendant Releasees”), of all claims for
18 alleged or actual violations of Proposition 65 for alleged exposures or failure to warn of
19 alleged exposures to the Listed Chemical from Covered Products manufactured, imported,
20 distributed and/or sold by Defendants up through the Effective Date. Defendants and
21 Defendant Releasees’ compliance with this Consent Judgment shall constitute compliance
22 with Proposition 65 with respect to alleged exposures to the Listed Chemical from the
23 Covered Products imported, distributed or sold by Defendants, Defendant Releasees and
24 Downstream Defendant Releasees after the Effective Date except this release will not apply
25 to any third party website that does not comply with the instruction to provide the warning.
26 Nothing in this Section affects PHSA’s right to commence or prosecute an action under
27 Proposition 65 against any person other than Defendants, Defendant Releasees or
28 Downstream Defendant Releasees.

 5.2 PHSA on behalf of itself, its past and current agents, representatives, attorneys,

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1 successors and/or assignees, hereby waives all rights to institute or participate in, directly or
2 indirectly, any form of legal action and releases all claims, including, without limitation, all
3 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
4 penalties, damages, costs, fines, losses or expenses (including, but not limited to,
5 investigation fees, expert fees and attorneys' fees) of any nature whatsoever, whether known
6 or unknown, fixed or contingent (collectively "Claims"), against the Defendants, Defendant
7 Releasees and Downstream Defendant Releasees arising from any actual or alleged violation
8 of Proposition 65 or any other statutory or common law claim regarding the Covered
9 Products manufactured, imported, distributed or sold by the Defendants, Defendant Releasees
10 or Downstream Defendant Releasees through the Effective Date. In furtherance of the
11 foregoing, PHSA on behalf of itself only, hereby waives any and all rights and benefits which
12 it now has, or in the future may have, conferred upon it with respect to Claims regarding the
13 Covered Products manufactured, imported, distributed and/or sold by the Defendants,
14 Defendant Releasees or Downstream Defendant Releasees through the Effective Date arising
15 from any actual or alleged violation of Proposition 65 or any other statutory or common law
16 by virtue of the provisions of *section 1542 of the California Civil Code*, which provides as
17 follows:

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

24 PHSA understands and acknowledges that the significance and consequence of this waiver of
25 *California Civil Code section 1542* is that even if PHSA alleges or suffers future harm arising
26 out of or resulting from, or related directly or indirectly to, in whole or in part, Claims arising
27 from any violation of Proposition 65 or any other statutory or common law regarding the
28 Covered Products manufactured, imported, distributed and/or sold by the Defendants,
29 Defendant Releasees or Downstream Defendant Releasees through the Effective Date, PHSA
30 will not be able to make any claim for those damages, penalties or any other relief against
31 such releasees. Furthermore, PHSA acknowledges that it intends these consequences for any

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1 such Claims arising from any violation of Proposition 65 or any other statutory or common
2 law Claim that may exist as of the date of this release but which PHSA does not know exists,
3 and which, if known, would materially affect PHSA's decision to enter into this Consent
4 Judgment, regardless of whether its 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 PHSA shall file a motion seeking approval of this Consent Judgment pursuant
8 to *California Health & Safety Code § 25249.7(f)*. The Parties agree to act in good faith to
9 obtain Court approval of the Consent Judgment. Upon entry of the Consent Judgment, PHSA
10 and Defendants waive their respective rights to a hearing, trial, or appeal on the allegations in
11 the Notice and/or 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
19 confer to determine whether to modify the terms of the Consent Judgment and to resubmit it
20 for approval.

21 **7. MODIFICATION OF JUDGMENT**

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

26 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith
27 to meet and confer with the other Parties prior to filing a motion to modify the Consent
28 Judgment.

8. ENFORCEMENT

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8.1 Any alleged violation of the terms of this Consent Judgment shall be enforced exclusively hereunder by the Parties hereto. Before PHSA moves to enforce the terms of this Consent Judgment against Defendants, Defendant Releasees or Downstream Defendant Releasees related to the alleged Listed Chemical in the Covered Products, PHSA must provide written notice to Defendants of any alleged violation, and must provide all evidence supporting the alleged violation including any applicable test results, product photographs and purchase receipts, subject to a reasonable confidentiality agreement if requested. The Parties will thereafter meet and confer for a minimum period of 30 days to allow time for the named entity or entities to present to PHSA any relevant compliance information and/or corrective action taken related to the alleged violation, including if applicable, the date of manufacture, import, distribution or sale of the Covered Product at issue for purpose of determining the applicability of the release hereunder. If the Parties cannot resolve the alleged violation, any Party may move to enforce the terms of this Consent Judgment consistent with the terms hereof.

8. RETENTION OF JURISDICTION

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

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

9. SERVICE ON THE ATTORNEY GENERAL

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

10. ENTIRE AGREEMENT

10.1 This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof and any and all prior discussions, negotiations, commitments and understandings related hereto. No representations, oral or

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1 otherwise, express or implied, other than those contained herein, have been made by any party
2 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
3 deemed to exist or to bind any of the Parties.

4 **11. ATTORNEY FEES**

5 11.1 Except as specifically provided in Section 4.1.2, Defendants and PHSA shall
6 bear their own attorneys' fees and costs in connection with the claims alleged in the Notice
7 and Complaint, and resolved in this Consent Judgment.

8 **12. GOVERNING LAW**

9 12.1 The validity, construction, terms and performance of this Consent Judgment
10 shall be governed by the laws of the State of California, without reference to any conflicts of
11 law provisions of California law.

12 12.2 In the event that Proposition 65 is repealed, preempted or is otherwise rendered
13 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment
14 are rendered inapplicable or are no longer required as a result of any such repeal or
15 preemption, or rendered inapplicable by reason of law generally as to the Covered Products,
16 then Defendants may provide written notice to PHSA of any asserted change in the law, and
17 shall have no further obligations pursuant to this Consent Judgment with respect to, and to the
18 extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be
19 interpreted to relieve Defendants from any obligation to comply with any other pertinent state
20 or federal law or regulation.

21 12.3 The Parties, including their counsel, have participated in the preparation of this
22 Consent Judgment, and this Consent Judgment is the result of the joint efforts of the Parties.
23 This Consent Judgment was subject to revision and modification by the Parties and has been
24 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
25 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against
26 any Party as a result of the manner of the preparation of this Consent Judgment. Each Party
27 to this Consent Judgment agrees that any statute or rule of construction providing that
28 ambiguities are to be resolved against the drafting party should not be employed in the
interpretation of this Consent Judgment and, in this regard, the Parties hereby waive

10/25/2022

1 California Civil Code section 1654.

2 **13. EXECUTION AND COUNTERPARTS**

3 13.1 This Consent Judgment may be executed in counterparts and by means of
4 facsimile or portable document format (pdf), which taken together shall be deemed to
5 constitute one document and have the same force and effect as original signatures.

6 **14. NOTICES**

7 14.1 Any notices under this Consent Judgment shall be by delivery of First-Class
8 Mail.

If to Plaintiff PUBLIC HEALTH AND SAFETY ADVOCACY, LLC:

9 Davar Danialpour, Esq.
10 DANIALPOUR & ASSOCIATES
11 357 S. Robertson Blvd., 2nd Floor, Suite 400
12 Beverly Hills, CA 90211

13 If to Defendants VIGO IMPORTING COMPANY:

14 Vigo Importing Co.
15 Attn: Alessandra Alessi Cole
16 P.O. Box 15584
17 Tampa, Florida 33684

18 With a copy to:

19 Jeff Parker, Esq.
20 Sheppard Mullin
21 333 South Hope Street, 43rd Floor
22 Los Angeles, CA 90071

23 **15. AUTHORITY TO STIPULATE**

24 15.1 Each signatory to this Consent Judgment certifies that he or she is fully
25 authorized by the Party or Parties he or she represents to enter into this Consent Judgment and
26 to execute it on behalf of the Party or Parties represented and legally to bind that Party or
27 Parties.

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AGREED TO:

Date: September 8, 2022



By: Davar Danialpour
PUBLIC HEALTH & SAFETY
ADVOCACY, LLC

AGREED TO:

Date: September 8, 2022

Alessandra Alessi Cole

By: Alessandra Alessi Cole
VIGO IMPORTING COMPANY

IT IS SO ORDERED.

Date: 10-21-22



JUDGE OF THE SUPERIOR COURT

Judge Terry A. Green

10/25/2022