

FILED

Superior Court of California
County of Alameda

04/06/2026

Ciad Flake, Executive Officer / Clerk of the Court

By: M. Arvizu Deputy

M. Arvizu

1 Reuben Yeroushalmi (SBN 193981)
reuben@yeroushalmi.com
2 **YEROUSHALMI & YEROUSHALMI***
9100 Wilshire Blvd., Suite 240W
Beverly Hills, CA 90212
Telephone: 310-623-1926
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4 Attorneys for Plaintiff,
CONSUMER ADVOCACY GROUP, INC.

5 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

6 **COUNTY OF ALAMEDA**

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

8 Plaintiff,

v.

9 ATALANTA CORPORATION, a New York
Corporation;
B & V ENTERPRISES, INC. DBA SUPER
10 KING MARKETS, a California Corporation;
and DOES 1-10,

11 Defendants.

CASE NO. 24CV057862

CONSENT JUDGMENT ~~(PROPOSED)~~

[Assigned for All Purposes to the Hon.
Elizabeth Riles, Dept. 512]

Complaint Filed: January 2, 2024
Trial Date: January 12, 2026

12 **I. INTRODUCTION**

13 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
14 ADVOCACY GROUP, INC. (referred to as "CAG") acting on behalf of itself and in the interest
15 of the public, and defendant, ATALANTA CORPORATION (hereinafter referred to as
"Defendant"), with each a Party to the action collectively referred to as "Parties" and sometimes
individually as a "Party."

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1 **1.2 Defendant and Products**

2 1.2.1 CAG alleges that Defendant is a Corporation which employs ten or more
3 persons. CAG further alleges that Defendant distribute and sell the following to consumers in
4 California: Anchovies (“Anchovies”), including, but not limited to: “Martel”; “Flat Fillets
5 Anchovies”; “In Pure Olive Oil Salt Added”; “Net Wt. 2 oz (55g)”; “Product of Peru”;
6 “533900”; “UPC 0 71270 30156 2”.

7 1.2.2 Anchovies are collectively referred to as the “Covered Products”. Covered
8 Products are limited to the Anchovies sold or distributed for sale by Defendant, and its
9 Upstream Releasees and Downstream Releasees as referenced in Section 5.1 herein. The scope
10 of the releases for Upstream Releasees and Downstream Releasees, as defined below, is only for
11 Covered Products purchased, sold or distributed from or to them by Defendant only (whether
12 directly or indirectly).

13 1.2.3 For purposes of this Consent Judgment, the Parties agree that Defendant is
14 deemed a person in the course of doing business in California and is subject to the provisions of
15 the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code
16 §§ 25249.6 et seq. (“Proposition 65”).

17 **1.3 Chemicals of Concern**

 1.3.1 Cadmium and Cadmium Compounds (hereinafter “Cadmium” or
“cadmium”) are known to the State of California to cause birth defects or other reproductive
harm.

1.4 Notice of Violation

 1.4.1 On or about August 18, 2022, CAG served a “60-Day Notice of Intent to
Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG#
2022-01887) (“Notice”) that provided Defendant with notice of alleged violations of Health &

1 Safety Code § 25249.6 for failing to warn individuals in California of exposures to Cadmium
2 contained in Anchovies purchased, produced, sold and/or distributed by Defendant. No other
3 public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

3 1.5 Complaint

4 1.5.1 On January 2, 2024, CAG filed a complaint for civil penalties and
5 injunctive relief (hereinafter "Complaint") in Alameda County Superior Court, Case No.
6 24CV057862 (the "Case") against Defendant Atalanta Corporation and Retailer B&V
7 Enterprises, Inc. dba Super King Markets ("B&V").

8 1.5.3 The Complaint alleges, among other things, that Defendant violated
9 Proposition 65 by failing to give clear and reasonable warnings of exposure to Cadmium from
10 Covered Products.

11 1.6 Consent to Jurisdiction

12 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court
13 has jurisdiction over the allegations of violations contained in the Complaint and personal
14 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the
15 County of Alameda and that this Court has jurisdiction to enter this Consent Judgment as a full
16 settlement and resolution of the allegations contained in the Complaint and of all claims which
17 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

1.7.1 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

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

11 **2. DEFINITIONS**

12 2.1 “Covered Products” means products as defined in Paragraph 1.2.1 that are
13 purchased, manufactured, imported, sold, offered for sale, marketed, distributed, and/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 “Cadmium” means Cadmium and Cadmium Compounds.

2.4 “Listed Chemicals” means: Cadmium.

2.5 “Notice” means Notice of Violation as defined in Paragraph 1.4.

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3 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
4 **WARNINGS.**

5 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in
6 California, or ship for sale in California any Covered Products unless the level of Cadmium does
7 not exceed the levels ("reformulation level(s)") specified below unless Proposition 65 compliant
8 warnings are used as set forth in the following paragraphs.

9 3.1.1 An exposure of no more than 4.1 micrograms of Cadmium based on a single
10 serving per day. For purposes of assessing compliance with this reformulation level, the
11 exposure shall be calculated by multiplying the recommended serving size of the Covered
12 Products by the concentration of Cadmium in the Covered Products.

13 3.2 For any Covered Products that exceed the reformulation level of Listed Chemicals
14 that are manufactured for distribution and/or sale into California after the Effective Date,
15 Defendant must provide a Proposition 65 compliant warning for reproductive toxicity for the
16 Covered Products as permitted by Proposition 65 and its implementing regulations. For
17 determination of the reformulation level, the detections shall not be averaged. The language of
the warnings and method for providing any warnings for the Covered Products shall be
compliant with Title 27, California Code of Regulations, § 25600, *et seq* and Title 27, California
Code of Regulations, § 25607.2. Any warning provided pursuant to this section shall be affixed
to the packaging of, or directly on, the Covered Products, and be prominently placed with such
conspicuousness as compared with other words, statements, designs, or devices as to render it
likely to be read and understood by an ordinary individual under customary conditions before
purchase or use. The warning must be set off from other surrounding information, enclosed in a

1 box. Where the packaging of the Covered Product or a sign referring to the Covered Product
2 includes consumer information as defined by California Code of Regulations title 27 §25600.1(c)
3 in a language other than English, the warning must also be provided in that language in addition
4 to English. Should Defendant sell any Covered Product through the internet, the warning will be
5 posted in the manner provided for with respect to internet sales, as provided for in 27 CCR
6 sections 25601 and 25602, as they may be subsequently amended, for sales to consumers in
7 California. The Parties agree that the following warning language shall constitute compliance
8 with Proposition 65 with respect to the alleged Cadmium in the Covered Products placed into the
9 stream of commerce by Defendant after the Effective Date:

10 For Covered Products that contain Cadmium:

11 “WARNING:” [or] “CA WARNING:” [or] “CALIFORNIA WARNING:”

12 Consuming this product can expose you to Cadmium, which is known to the State of
13 California to cause birth defects or other reproductive harm. For more information go to
14 www.P65Warnings.ca.gov/food.

15 3.3 For any Covered Products still existing in the Defendant’s physical custody as of the
16 Effective Date (i.e. not shipped from Defendant’s physical custody as of the Effective Date),
17 Defendant shall place a Proposition 65 compliant warning on them, unless the Covered Products
do not exceed the reformulation level(s) specified above. Any warning provided pursuant to this
section shall comply with the warning requirements under Section 3.2 above.

3.4 Changes in the law and regulations applicable to Proposition 65, including
changes resulting from federal and/or state court rulings, occurring after this date may be
incorporated into the terms of this Consent Judgment, pursuant to the modification provisions set
forth in Section 7.

1 **4. SETTLEMENT PAYMENT**

2 4.1 **Payment and Due Date:** Within ten (10) days of the Effective Date, Defendant
3 shall pay a total of two hundred sixty thousand dollars (\$260,000.00) in full and complete
4 settlement of all monetary claims by CAG related to the Notice, Complaint and Case as follows:

5 4.1.1 **Civil Penalty:** Defendant shall issue separate checks totaling forty-five
6 thousand seven hundred twenty dollars (\$45,720.00) as penalties pursuant to Health & Safety
7 Code § 25249.12:

8 (a) Defendant will issue a check made payable to the State of California's
9 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of thirty-four
10 thousand two hundred ninety dollars (\$34,290.00) representing 75% of the total penalty and
11 Defendant will issue a separate check to CAG in the amount of eleven thousand four hundred
12 thirty dollars (\$11,430.00) representing 25% of the total penalty; and

13 (b) Separate 1099s shall be issued for each of the above payments:
14 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95812-4010 (EIN:
15 68-0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
16 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

17 4.1.2 **Additional Settlement Payments:** Defendant shall make a separate
18 payment, in the amount of thirty-four thousand two hundred eighty dollars (\$34,280.00) as an
19 additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety
20 Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendant will issue
21 a separate check to CAG for the Additional Settlement Payment. CAG will use this payment as
22 follows, seventy-five percent (75%) for fees of investigation, purchasing and testing for
23 Proposition 65 listed chemicals in various products, and for expert fees for evaluating exposures

1 through various mediums, including but not limited to consumer product, occupational, and
2 environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and
3 retaining experts who assist with the extensive scientific analysis necessary for those files in
4 litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding
5 attorney fees; twenty-five percent (25%) for administrative costs incurred during investigation
6 and litigation to reduce the public's exposure to Proposition 65 listed chemicals by notifying
7 those persons and/or entities believed to be responsible for such exposures and attempting to
8 persuade those persons and/or entities to reformulate their products or the source of exposure to
9 completely eliminate or lower the level of Proposition 65 listed chemicals including but not
10 limited to costs of documentation and tracking of products investigated, storage of products,
11 website enhancement and maintenance, computer and software maintenance, investigative
12 equipment, CAG's member's time for work done on investigations, office supplies, mailing
13 supplies and postage. Within 30 days of a request from the Attorney General, CAG shall provide
14 to the Attorney General copies of documentation demonstrating how the above funds have been
15 spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional
16 settlement payment.

12 **4.1.3 Reimbursement of Attorney's Fees and Costs:** Defendant shall pay one
13 hundred eighty thousand dollars (\$180,000.00) to "Yeroushalmi & Yeroushalmi" as
14 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs
15 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, and
16 negotiating a settlement in the public interest.

16 4.2 Other than the payment to OEHHA described above, all payments referenced in
17 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,

1 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
2 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,
3 Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently
4 with payment to OEHHA, Defendant shall provide CAG with written confirmation that the
5 payment to OEHHA was delivered.

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

6 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on
7 behalf of itself and in the public interest and Defendant for alleged failure to provide Proposition
8 65 warning of exposure to Listed Chemicals from the Covered Products as set forth in the
9 Notice, and Complaint, and fully resolves all claims that have been or could have been asserted
10 against Defendant in this action up through the Effective Date for failure to provide Proposition
11 65 warnings for the Covered Products regarding Listed Chemicals. CAG, on behalf of itself and
12 in the public interest, hereby releases and discharges Defendant, and its respective past, present,
13 and future owners, officers, directors, members, partners, managers, insurers, beneficiaries,
14 employees, shareholders, customers, importers, manufacturers, packagers, distributors,
15 wholesalers, licensors, licensees, divisions, subdivisions, parents, subsidiaries, affiliates, sister
16 and related companies, agents, attorneys, representatives, and their predecessors, successors and
17 assigns ("Defendant Releasees"), all upstream catchers, suppliers, manufacturers, importers,
packagers, distributors and wholesalers, including, but not limited to, PT Rex Canning and
Compania Americana De Conservas, S.A.C. ("Upstream Releasees"), and all suppliers,
importers, distributors, wholesalers, vendors, auctioneers, franchisees, dealers, cooperative
members, licensors, licensees, owners, purchasers, third party resellers and users, customers,
retailers and downstream entities, in the distribution chain of the Covered Products to whom

1 Defendant directly or indirectly imported, packaged, provided, distributed, listed, sold, or offered
2 to sell, market, and/or have sold Covered Products, including, but not limited to, B&V and their
3 respective owners, parents, direct and indirect parents, subsidiaries, affiliates, sister and related
4 companies, as well as their past, present, and future owners, employees, agents, representatives,
5 shareholders, members, partners, managers, officers, directors, insurers, beneficiaries, attorneys,
6 predecessors, successors, assigns, distributors, wholesalers, customers, retailers, franchisees,
7 cooperative members, licensors, and licensees, only as to Covered Products purchased,
8 manufactured, imported, sold, distributed, or marketed by the Defendant (collectively,
9 "Downstream Releasees"), for all Covered Products placed into the stream of commerce up
10 through the Effective Date for any and all alleged claims and violations of Proposition 65 based
11 on exposure to Listed Chemicals from, and concentrations of Listed Chemicals in, the Covered
12 Products, as set forth in the Notice and Complaint. Defendant Releasees, Upstream Releasees,
13 and Downstream Releasees are sometimes collectively referred to herein as the "Released
14 Parties." Defendant's compliance with the terms of this Consent Judgment shall be deemed to
15 constitute compliance with Proposition 65 regarding alleged exposures to or concentrations in
16 Listed Chemicals from the Covered Products. Nothing in this Section affects CAG's right to
17 commence or prosecute an action under Proposition 65 against any person other than Defendant
Releasees, Upstream Releasees or Downstream Releasees after the Effective Date. The scope of
the release for Covered Products purchased, sold or distributed from or to Upstream and
Downstream Releasees is for Covered Products purchased from Upstream Releasees and sold or
distributed to Downstream Releasees by Defendant only. This Consent Judgment shall inure to
the benefit of Upstream Releasees and Downstream Releasees identified in this Section, but is
not binding on them.

1 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
2 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
3 indirectly, any form of legal action and releases all claims, including, without limitation, all
4 actions, and causes of action, in law or in equity, suits, claims, liabilities, demands, rights, suits,
5 obligations, debts, damages, costs, fines, penalties, losses, charges or expenses (including, but
6 not limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever,
7 including all matters alleged in the Notice and Complaint, whether known or unknown, fixed or
8 contingent, now or in the future (collectively "Claims"), against Defendant Releasees, Upstream
9 Releasees and/or Downstream Releasees arising from any violation of Proposition 65 or any
10 other statutory or common law regarding the alleged exposure of persons to or alleged
11 concentration of the Listed Chemicals contained in the Covered Products or any failure to warn
12 about exposure to or concentration of Listed Chemicals from or in the Covered Products. In
13 furtherance of the foregoing, as to alleged exposures to or concentrations of Listed Chemicals
14 from the Covered Products, CAG on behalf of itself only, hereby waives any and all rights and
15 benefits which it now has, or in the future may have, conferred upon it with respect to Claims
16 arising from any violation of Proposition 65 or any other statutory or common law regarding the
17 failure to warn about exposure and any alleged exposure of persons to Listed Chemicals from the
Covered Products by virtue of the provisions of section 1542 of the California Civil Code, which
provides as follows:

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

1 CAG understands and acknowledges that the significance and consequence of this waiver of
2 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
3 resulting from, or related directly or indirectly to, in whole or in part, claims arising from any
4 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
5 about exposure to Listed Chemicals from the Covered Products, including but not limited to any
6 exposure to, or failure to warn with respect to exposure to or concentrations of Listed Chemicals
7 from the Covered Products, CAG will not be able to make any claim for those damages against
8 Released Parties. Furthermore, CAG acknowledges that it intends these consequences for any
9 such claims arising from any violation of Proposition 65 or any other statutory or common law
10 regarding the failure to warn about exposure to Listed Chemicals from Covered Products as may
11 exist as of the date of this release but which CAG does not suspect to exist, and which, if known,
12 would materially affect its decision to enter into this Consent Judgment, regardless of whether its
13 lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

14 **6. ENTRY OF CONSENT JUDGMENT**

15 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
16 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
17 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.

6.2 The Parties shall make all reasonable efforts possible to have the Consent
Judgment approved by the Court.

6.3 In exchange for payment, as described in Section 4, CAG shall dismiss the
Complaint and Case Number 24CV057862 against defendant, B&V, without prejudice within
five (5) business days after all the payments identified in Section 4 have cleared.

1 6.4 If this Consent Judgment is not approved in full by the Court, (a) this Consent
2 Judgment and any and all prior agreements between the Parties merged herein shall terminate
3 and become null and void, and the actions shall revert to the status that existed prior to the
4 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
5 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
6 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
7 purpose in this Case, or in any other proceeding; and (c) the Parties agree to meet and confer to
8 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

7 **7. MODIFICATION OF JUDGMENT**

8 7.1 This Consent Judgment may be modified only: upon written agreement of the
9 Parties and upon entry of a modified Consent Judgment by the Court thereon; or upon motion of
10 any party as provided by law or a change in the law and upon entry of a modified Consent
11 Judgment by the Court.

10 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
11 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

12 **8. RETENTION OF JURISDICTION**

12 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the
13 terms of this Consent Judgment under Code of Civil Procedure § 664.6. The parties also agree
14 that Downstream Releases are intended third-party beneficiaries of this Consent Judgment and
15 may enforce its terms.

15 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
16 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

1 **10. DUTIES LIMITED TO CALIFORNIA**

2 9.1 This Consent Judgment shall have no effect on Covered Products sold by
3 Defendant outside the State of California.

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

5 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
6 California Attorney General so that the Attorney General may review this Consent Judgment
7 prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General
8 has received the aforementioned copy of this Consent Judgment, and in the absence of any
9 written objection by the Attorney General to the terms of this Consent Judgment, may the Court
10 approve this Consent Judgment.

11 **11. ATTORNEY FEES**

12 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
13 own costs and attorney fees in connection with the Notice and this Case.

14 **12. GOVERNING LAW**

15 12.1 The validity, construction and performance of this Consent Judgment shall be
16 governed by the laws of the State of California, without reference to any conflicts of law
17 provisions of California law.

18 12.2 The terms of this Consent Judgment shall be governed by the laws of the State of
19 California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise
20 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent
21 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,
22 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered
23 Products, then the Parties or either Party may modify the Consent Judgment in accordance with

1 modification requirements of Section 7 with respect to, and to the extent that, the Covered
2 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve a
3 Defendant from any obligation to comply with any pertinent state or federal law or regulation.

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

13 13. EXECUTION AND COUNTERPARTS

14 13.1 This Consent Judgment may be executed in counterparts and by means of
15 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
16 one document and have the same force and effect as original signatures.

17 14. NOTICES

18 15.1 Any notice under this Consent Judgment shall be by First-Class Mail or E-mail.

19 If to CAG:

20 Reuben Yeroushalmi
21 YEROUSHALMI & YEROUSHALMI
22 9100 Wilshire Boulevard, Suite 240W
23 Beverly Hills, CA 90212
24 (310) 623-1926
25 Email: lawfirm@yeroshalmi.com

26 If to Defendant:

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Robert Parks
PARKS & SOLAR, LLP
600 West Broadway, Suite 1200
San Diego, CA 92101
(619) 501-2303
Email: rparks@parksandsolar.com

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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.

<p>AGREED TO:</p> <p>Date: <u>February 11, 2026</u>, 2025</p> <p><u><i>Willard Buyer</i></u></p> <p>Name: <u>Willard Buyer</u></p> <p>Title: <u>President</u></p> <p>CONSUMER ADVOCACY GROUP, INC.</p>	<p>AGREED TO:</p> <p>Date: <u>January 27</u>, 2025</p> <p><u><i>Tom</i></u></p> <p>THOMAS GELLERT (Jan 27, 2026 12:23:09 EST)</p> <p>Name: <u>Thomas S. Gellert</u></p> <p>Title: <u>CEO</u></p> <p>ATALANTA CORPORATION</p>
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IT IS SO ORDERED.

Date: 04/06/2026

Elizabeth Riles
JUDGE OF THE SUPERIOR COURT

16 Elizabeth Riles / Judge

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SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	FILED Superior Court of California County of Alameda 04/06/2026
PLAINTIFF/PETITIONER: Consumer Advocacy Group, Inc.	Chad Finke, Executive Officer / Clerk of the Court By: <u>M. Arvizu</u> Deputy M. Arvizu
DEFENDANT/RESPONDENT: Atalanta Corporation, a New York Corporation et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV057862

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Proposed Consent Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

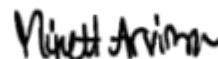
Reuben Yeroushalmi
Yeroushalmi & Associates
admin@yeroushalmi.com

Robert Johnston Parks
Parks & Solar LLP
rparks@parksandsolar.com

Dated: 04/06/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



M. Arvizu, Deputy Clerk