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7 Attorneys for Plaintiff,
8 Consumer Advocacy Group, Inc., in the public interest

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

12 Coordination Proceeding
13 Special Title (Rule 3.550)

JCCP Case N° 4816 [Filed in BC556594]

CONSENT JUDGMENT [PROPOSED]

PROPOSITION 65
RICE PRODUCT CASES

Health & Safety Code § 25249.5 *et seq.*

14 This document relates to:

Applies to Coordinated Case N°: BC556594

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

[Hon. Elihu M. Berle – Dept. 6]

17 Plaintiff,

Complaint Filed: August 1, 2014

Trial Date: January 3, 2023

18 v.

19 Soofer Company Inc.; et al [MATCO RICE];

20 Defendants.

21
22 **1. INTRODUCTION**

23 1.1 This Consent Judgment is entered into by and between plaintiff, Consumer
24 Advocacy Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the interest of the
25 public, and defendant, Soofer Company Inc. (hereinafter, “Soofer” or “Defendant”), with each
26 referred to as a “Party” and collectively referred to as “Parties.”

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1 **1.2 Defendant and Products**

2 1.2.1 For purposes of this Consent Judgment only, the Parties stipulate that Soofer
3 employs ten or more persons, is a person in the course of doing business for purposes of the Safe
4 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§25249.6
5 et seq. (“Proposition 65”), and sells rice (hereinafter “Covered Product”), including but not limited to
6 “Sadaf® ‘BASMATI RICE’ ‘GOLDEN WHITE’ ‘ALL NATURAL’ ‘VEGETARIAN’
7 ‘NET WT. 16 OZ. 453.7g’ UPC: 0 52851 14170 8” (hereinafter “Covered Product”).

8 **1.3 Relevant Chemical**

9 1.3.1 Lead (“Lead” or “Chemical”) is a chemical known to the State of California
10 to cause cancer and/or birth defects or other reproductive harm.

11 **1.4 Notice of Violation**

12 1.4.1 On or about April 22, 2014, CAG served Soofer Company, Inc., San
13 Fernando Valley Produce, and other defendants in the subsequent instant L.A.S.C. case N°
14 BC556594, and various public enforcement agencies with a document entitled “60-Day Notice of
15 Violation” (the “April 22, 2014 Notice”) that provided the recipients with notice of alleged
16 violations of Health & Safety Code §25249.6 for failing to warn individuals in California of
17 exposures to Lead in the Covered Product (and others no longer relevant to this action in that such
18 causes of action were dismissed), including but not limited to the Sadaf® ‘BASMATI RICE’. No
19 public enforcer has commenced or diligently prosecuted the allegations set forth in the April 22,
20 2014 Notice.

21 **1.5 Complaint**

22 1.5.1 On September 3, 2014, CAG filed a Complaint against Soofer for civil
23 penalties and injunctive relief in Los Angeles Superior Court, Case N° BC556594 (“Complaint”).
24 The Complaint alleges, among other things, that Defendant violated Proposition 65 by failing to
25 give clear and reasonable warnings of exposure to Lead from the Covered Product.

26 **1.6 Consent to Jurisdiction**

27 For purposes of this Consent Judgment, the Parties stipulate that this Court has
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1 jurisdiction over the allegations of violations contained in the Complaint and personal
2 jurisdiction over Defendant as to the acts alleged in the April 22, 2014 Notice and Complaint,
3 that venue is proper in the County of Los Angeles and that this Court has jurisdiction to enter this
4 Consent Judgment as a full, final and binding settlement and resolution of the allegations
5 contained in the Complaint and of all claims which were or could have been raised by any person
6 or entity based in whole or in part, directly or indirectly, on the facts alleged therein or arising
7 therefrom or related thereto.

8 **1.7 No Admission**

9 This Consent Judgment resolves claims that are denied and disputed. The Parties enter into
10 this Consent Judgment pursuant to a full, final and binding settlement of any and all claims
11 between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent
12 Judgment shall be construed as an admission by the Parties of any material allegation of the
13 April 22, 2014 Notice or Complaint (each and every allegation of which Defendant denies), any
14 fact, conclusion of law, issue of law or violation of law, including without limitation, any
15 admission concerning any violation of Proposition 65 or any other statutory, regulatory, common
16 law, or equitable doctrine, or the meaning of the terms “knowingly and intentionally expose” or
17 “clear and reasonable warning” as used in Health and Safety Code §25249.6. Nothing in this
18 Consent Judgment, nor compliance with its terms, shall constitute or be construed as an
19 admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of
20 fault, wrongdoing, or liability by any defendant, its officers, directors, employees, or parent,
21 subsidiary or affiliated corporations, or be offered or admitted as evidence in any administrative
22 or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this
23 Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the
24 Parties may have in any other or future legal proceeding, except as expressly provided in this
25 Consent Judgment.
26

27 **2. DEFINITIONS**

28 2.1 “Covered Product” means Basmati Rice, including but not limited to “Sadaf®

1 'BASMATI RICE' 'GOLDEN WHITE' 'ALL
2 NATURAL' 'VEGETARIAN' 'NET WT. 16 OZ. 453.7g' UPC: 0 52851 14170 8". "Covered
3 Product" is limited to those sold, offered for sale, manufactured, and/or distributed by Soofer
4 Company Inc., its assigns or successors.

5 2.2 "Effective Date" means the date that this Consent Judgment is approved and
6 entered as a Judgment by the Court.

7 **3. INJUNCTIVE RELIEF / CLEAR AND REASONABLE WARNINGS.**

8 3.1 Within sixty (60) days of the Effective Date, Soofer will not sell, offer for sale or
9 ship for sale, the Covered Product, in California, unless the Covered Product is reformulated to
10 contain no more than 56 parts per billion ("ppb") of Lead.

11 3.2 The foregoing reformulation standard in §3.1 above also specifically applies to,
12 but is not limited to, all brands of Covered Product specifically owned by Soofer (if any).

13 3.3 Within sixty (60) days of the Effective Date, Soofer will notify and require its
14 vendors or suppliers from whom Soofer purchases the Covered Product to ensure that all Covered
15 Product that Soofer purchases from its vendors or suppliers and sold in its California stores will
16 not contain more than 56ppb of Lead.

17 3.4 The methods as to Soofer's compliance with this Consent Judgment and Soofer's
18 opportunity to cure alleged lack of compliance with this Consent Judgment are set forth in ¶6.1, et
19 seq. below.

20 3.5 For any Covered Product whose Lead content exceeds 56 ppb still existing in
21 Defendant's inventory or inventories as of sixty (60) days after the Effective Date, Defendant
22 shall place a clear and reasonable Proposition 65 compliant warning on them, consistent with 27
23 CCR §25600 *et seq.* In consideration of the fact that Defendant has agreed to only order for
24 manufacture reformulated Covered Product, the Parties agree to the following language for the
25 Covered Product in existing inventory that contains more than 56 ppm:

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

2 www.P65Warnings.ca.gov/food.

3
4 Or:

5  Cancer and Reproductive Harm - www.P65Warnings.ca.gov

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8 **4. SETTLEMENT PAYMENT**

9 4.1 **Payment and Due Date:** Soofer shall pay a total of one hundred thousand dollars
10 and zero cents (\$100,000) in full and complete settlement of all monetary claims by CAG related
11 to the April 22, 2014 Notice and Complaint, as follows:

12 4.1.1 **Civil Penalty:** Soofer shall issue separate checks totaling Eleven Thousand
13 Four Hundred Forty dollars (\$11,440) as penalties pursuant to Health & Safety Code §25249.12:

14 (a) Within thirty (30) days of the Effective Date, Soofer will issue payment made
15 payable to the State of California's Office of Environmental Health Hazard Assessment
16 ("OEHHA") in the amount of Eight Thousand Five Hundred Eighty dollars (\$8,580.00)
17 representing 75% of the total penalty; and

18 (b) Within thirty (30) days of the Effective Date, Soofer will issue payment to
19 "Consumer Advocacy Group, Inc." in the amount of Two Thousand Eight Hundred Sixty dollars
20 (\$2,860.00) representing 25% of the total penalty; and

21 (c) Separate 1099s shall be issued for each of the above payments: Soofer will
22 issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) for the
23 amount of Eight Thousand Five Hundred Eighty dollars (\$8,580.00). Soofer will also issue a
24 1099 to CAG c/o Law Offices of Kenneth W. Ralidis, apc, 3435 Wilshire Boulevard, 27th Floor,
25 Los Angeles, California 90010 for the amount of Two Thousand Eight Hundred Sixty dollars
26 (\$2,860.00).

27 (d) The payment to OEHHA shall be delivered directly to Office of Environmental
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1 Health Hazard Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento,
2 California 95812. Defendant shall provide written confirmation to CAG concurrently with
3 payment to OEHHA.

4 (e) Within three (3) months of the Effective Date, in addition to the above
5 payments, Soofer agrees to reimburse Consumer Advocacy Group Inc. Fifteen Thousand Dollars
6 (\$15,000.00) for the printing production of exhibits and/or similar trial costs incurred by CAG or
7 its BC556594 counsel.

8 4.1.2 **Additional Settlement Payment:** Soofer shall pay Eight Thousand Five
9 Hundred Sixty dollars (\$8,560.00) in lieu of civil penalties to “Consumer Advocacy Group, Inc.”
10 CAG will use this portion of the Total Settlement Payment as follows, eighty percent (80%) for
11 fees of investigation, purchasing and testing for Proposition 65 Listed Chemicals in various
12 products, and for expert fees for evaluating exposures through various mediums, including but not
13 limited to consumer product, occupational, and environmental exposures to Proposition 65 Listed
14 Chemicals, and the cost of hiring consulting and retaining experts who assist with the extensive
15 scientific analysis necessary for those files in litigation and to offset the costs of future litigation
16 enforcing Proposition 65 but excluding attorney fees; twenty percent (20%) for administrative
17 costs incurred during investigation and litigation to reduce the public's exposure to Proposition 65
18 Listed Chemicals by notifying those persons and/or entities believed to be responsible for such
19 exposures and attempting to persuade those persons and/or entities to reformulate their products
20 or the source of exposure to completely eliminate or lower the level of Proposition 65 Listed
21 Chemicals including but not limited to costs of documentation and tracking of products
22 investigated, storage of products, website enhancement and maintenance, computer and software
23 maintenance, investigative equipment, CAG's member's time for work done on investigations,
24 office supplies, mailing supplies and postage. Within 30 days of a request from the Attorney
25 General, CAG shall provide to the Attorney General copies of documentation demonstrating how
26 the above funds have been spent. CAG shall be solely responsible for ensuring the proper
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1 expenditure of such additional settlement payment. The payment shall be made payable to
2 “Consumer Advocacy Group, Inc.” and delivered to the address at §4.2 below.

3 **4.1.3 Reimbursement of Attorneys’ Fees and Costs:** Soofer shall pay a total
4 of Eighty thousand dollars (\$80,000) in separate allotments following the payment plan set forth
5 below to “Law Offices of Kenneth W. Ralidis, aplc,” as reimbursement for reasonable
6 investigation fees and costs, attorneys’ fees, and any other costs incurred as a result of
7 investigating, bringing this matter to Soofer’s attention, litigating, and negotiating a settlement in
8 the public interest. The payments shall be made payable to “Law Offices of Kenneth W. Ralidis,
9 aplc” and delivered to the address at §4.1.4 below under the following payment plan: Within two
10 (2) months of the Effective Date, Soofer shall pay \$20,000.00 to Mr. Ralidis; within one hundred
11 and five (105) days of the Effective Date, Soofer shall pay \$30,000.00 to Mr. Ralidis; within five
12 (5) months of the Effective Date, Soofer shall pay \$30,000.00 to Mr. Ralidis.

13 **4.1.4** All payments pursuant to §4.1 shall be delivered via overnight mail to:
14 Kenneth Ralidis, Law Offices of Kenneth W. Ralidis, aplc, 3435 Wilshire Boulevard, 27th Floor,
15 Los Angeles, California 90010.

16 **5. RELEASE OF ALL CLAIMS**

17 **5.1** This Consent Judgment is a full, final, and binding resolution between CAG on
18 behalf of itself and in the public interest, and also for the benefit of CAG, its agents,
19 representatives, officers, directors and counsel, on the one hand, and Soofer and its officers,
20 directors, insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries,
21 partners, affiliates, attorneys, sister companies and their successors and assigns (“Defendant
22 Releasees”), on the other hand, for all claims for violations of Proposition 65 up through the
23 Effective Date based on exposure to Lead from the Covered Product. Soofer’s, Defendant
24 Releasees’, and Downstream Releasees’ compliance with this Consent Judgment shall constitute
25 compliance with Proposition 65 with respect to Lead from the Covered Product. Nothing in this
26 Section affects CAG’s right to commence or prosecute an action under Proposition 65 against any
27 person other than Soofer, Defendant Releasees and Downstream Releasees.
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1 5.2 CAG, on behalf of itself, its past and current agents, representatives, attorneys,
2 successors, and/or assignees, and in the public interest, hereby waives all rights to institute or
3 participate in, directly or indirectly, any form of legal action and releases all claims, including,
4 without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,
5 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,
6 investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or
7 unknown, fixed or contingent (collectively "Claims"), against Soofer, Defendant Releasees, and
8 each of their distributors, wholesalers, marketplace hosts, licensors, licensees, auctioneers,
9 franchisees, dealers, customers, owners, purchasers, users, retailers, including but not limited to
10 San Fernando Valley Produce & Deli, Inc., and their respective officers, directors, attorneys,
11 representatives, shareholders, agents, and employees, and sister and parent entities (collectively
12 "Downstream Releasees") arising from any violation of Proposition 65 or any other statutory or
13 common law regarding the failure to warn about exposure to Lead from the Covered Product.

14 5.3 Additionally, CAG on behalf of itself, its past and current agents, representatives,
15 attorneys, successors, and/or assignees, only (i.e., not on behalf of the public), hereby waives all
16 Claims against Soofer, Defendant Releasees and Downstream Releasees, 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 from the Covered Product.

19 5.4 The releases in this Section are limited to only those Covered Product sold, offered
20 for sale, manufactured, and/or distributed by Soofer.

21 5.5 In furtherance of the foregoing, as to alleged exposures to Lead from the Covered
22 Product, CAG on behalf of itself only, hereby waives any and all rights and benefits which it now
23 has, or in the future may have, conferred upon it with respect to Claims arising from any violation
24 of Proposition 65 or any other statutory or common law regarding the failure to warn about
25 exposure to Lead from the Covered Product as to Soofer and Defendant Releasees by virtue of the
26 provisions of section 1542 of the California Civil Code, which provides as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
28

1 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
2 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
3 BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER
4 SETTLEMENT WITH THE DEBTOR.

5 CAG understands and acknowledges that the significance and consequence of this waiver of
6 California Civil Code §1542 is that even if CAG suffers future damages arising out of or
7 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
8 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
9 about exposure to Lead from the Covered Product, including but not limited to any exposure to,
10 or failure to warn with respect to exposure to Lead from the Covered Product, CAG will not be
11 able to make any claim for those damages against Soofer and Defendant Releasees. Further,
12 CAG acknowledges that it intends these consequences for any such Claims arising from any
13 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
14 about exposure to Lead from the Covered Product as may exist as of the date of this release but
15 which CAG does not know exist, and which, if known, would materially affect its decision to
16 enter into this Consent Judgment, regardless of whether its lack of knowledge is the result of
17 ignorance, oversight, error, negligence, or any other cause.

18 **6. ENFORCEMENT**

19 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
20 hereto and no other person or entity shall have any right to enforce the terms of this Consent
21 Judgment. CAG may enforce any of the terms and conditions of this Consent Judgment only after
22 it first provides sixty (60) days' notice to Defendant and attempts to resolve any failure to comply
23 in an open and good faith manner.

24 6.2 No action to enforce this Consent Judgment may be commenced or maintained,
25 and no Sixty Day Notice related to the Covered Product may be served or filed against Soofer,
26 Defendant Releasees and/or Downstream Releasees, unless CAG, in seeking enforcement or
27 alleging a violation as to the Covered Product, notifies the other Party of the specific acts alleged
28 to breach the Consent Judgment at least sixty (60) days before serving or filing any action or
Notice of Violation, with an opportunity to cure within thirty (30) days of receipt of such

1 notification, without penalty. Prior to bringing any complaint, motion, order to show cause or
2 other proceeding to enforce the terms of this Consent Judgment, CAG shall serve a Notice of
3 Violation ("NOV") on Defendant specifying the alleged violation of this Consent Judgment.
4 Specifically, any NOV to Defendant shall identify each of the Covered Products alleged to be in
5 violation, set forth the location at which each of the Covered Products were offered for sale, shall
6 be accompanied by photographs of product labeling, and shall include two test reports supporting
7 the alleged violation regarding the Covered Product. In no way is this section to be interpreted
8 that multiple test results are always necessary to establish a Proposition 65 violation.

9 6.3 CAG shall take no further action regarding the alleged violation if, within 60 days
10 of receiving such NOV, Defendant serves a Notice of Election ("NOE") that meets one of the
11 following conditions:

12 (a) The Covered Product(s) identified in the NOV were sold or shipped by Defendant for
13 sale in California before the Effective Date or within sixty (60) days thereafter at most; or

14 (b) Defendant takes corrective action by either:

15 i. requesting that its customers remove the Covered Product(s) from the lot or lots
16 tested (as identified on the labeling provided with the NOV) from sale in California and destroy
17 or return the Covered Product(s) to Defendant; or

18 ii. providing a clear and reasonable warning for the Covered Product(s) identified in
19 the NOV pursuant to Section 3.6 above or 27 Cal. Code Regs. § 25603 *et seq.*; or

20 iii. conducting or providing confirmatory testing of a Sample of the Covered Product
21 by an independent third-party laboratory that (1) has an accredited heavy metals testing
22 methodology recognized by a State or Federal Agency, or (2) is certified by the California
23 Environmental Laboratory Accreditation Program for the analysis of heavy metals, or (3) is
24 certified by the United States Food and Drug Administration ("FDA") for the analysis of heavy
25 metals and/or uses methods in compliance with FDA regulations for the analysis of heavy metals.

26 If CAG's confirmatory testing establishes that rice from the Lot from which the Covered Product(s)
27 originates does not contain Lead in excess of 56 ppb, CAG shall withdraw its NOV and will take
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1 no further action regarding the alleged violation. The Parties agree that “Lot” is defined as the lot
2 of rice ingredient purchased by Soofer from a third-party supplier from which the Covered Product
3 originates. The Parties agree that “Lot” is not defined by the “best by” date printed on an individual
4 rice package. The Parties agree that “Sample” of Covered Product is defined to include rice sourced
5 from the same Lot from which the allegedly non-compliant Covered Product originates.

6 6.4 In any proceeding brought by either Party to enforce this Consent Judgment, the
7 prevailing Party shall be entitled to recover its reasonable attorneys’ fees and costs.

8 **7. ENTRY OF CONSENT JUDGMENT**

9 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
10 *California Health & Safety Code* §25249.7(f) and/or a Good Faith Settlement Motion, which
11 shall require Defendant to assert by declaration of their principal(s) their financial conditions
12 which formed the primary basis for the monetary portions of this Settlement and Consent
13 Judgment (in the absence of which the monetary portions of this Settlement and Consent
14 Judgment would not have been so low). The Parties agree to reasonably act in good faith to
15 obtain Court approval of the Consent Judgment. Upon entry of the Consent Judgment, CAG and
16 Defendant waive their respective rights to a hearing and trial on the allegations in the Notice and
17 Complaint. Soofer hereby agrees that CAG’s settlement and Consent Judgment with its co-
18 defendant, San Fernando Valley Produce & Deli, Inc., is in good faith within the meaning of
19 *California Code of Civil Procedure* §887.6.

20 7.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent
21 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
22 become null and void, and the actions shall revert to the status that existed prior to the execution
23 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
24 negotiation, documentation, or other part or aspect of the Parties’ settlement discussions, shall
25 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,
26 or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to
27 modify the terms of the Consent Judgment and to resubmit it for approval.
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1 **8. MODIFICATION OF JUDGMENT**

2 8.1 Except as specifically provided in § 13.2 herein, this Consent Judgment may be
3 modified only upon written agreement of the Parties and upon entry of a modified Consent
4 Judgment by the Court thereon, or upon motion of any Party as provided by law and upon entry
5 of a modified Consent Judgment by the Court.

6 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
7 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

8 **9. RETENTION OF JURISDICTION**

9 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
10 terms of this Consent Judgment under *Code of Civil Procedure* §664.6.

11 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
12 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

14 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
15 California Attorney General prior to its submittal to the Court for approval. Defendants expressly
16 understand and agree that declarations regarding their financial positions shall be provided to the
17 California Attorney General at the same time as a copy of this signed Consent Judgment is
18 provided to the California Attorney General.

19 **11. ATTORNEY FEES**

20 11.1 Except as specifically provided in §§4.1.3, 5.2 and 6.4, each Party shall bear its
21 own costs and attorneys' fees in connection with this action.

22 **12. ENTIRE AGREEMENT**

23 12.1 This Consent Judgment contains the sole and entire agreement and understanding
24 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
25 negotiations, commitments and understandings related hereto. No representations, oral or
26 otherwise, express or implied, other than those contained herein have been made by any party
27

1 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
2 to exist or to bind any of the Parties.

3 **13. GOVERNING LAW**

4 13.1 The validity, construction and performance of this Consent Judgment shall be
5 governed by the laws of the State of California, without reference to any conflicts of law provisions
6 of California law.

7 13.2 The terms of this Consent Judgment shall be governed by the laws of the State of
8 California. In the event that Proposition 65 is modified, repealed, preempted, or is otherwise
9 rendered inapplicable by reason of law generally, or as to the Covered Product or Chemical, if any
10 of the provisions of this Consent Judgment are rendered inapplicable or are no longer required as
11 a result of any such relevant modification, repeal or preemption, or rendered inapplicable by reason
12 of law generally as to the Covered Product or Chemical, then any Defendant, Defendant Releasee
13 and/or Downstream Releasee subject to this Consent Judgment may provide written notice to CAG
14 of any asserted change in the law, and shall have no further obligations pursuant to this Consent
15 Judgment with respect to, and to the extent that, the Covered Product is so affected. Nothing in
16 this Consent Judgment shall be interpreted to relieve a Defendant from any obligation to comply
17 with any pertinent state or federal law or regulation.

18 13.3 The Parties, including their counsel, have participated in the preparation of this
19 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
20 Consent Judgment was subject to revision and modification by the Parties and has been accepted
21 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
22 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
23 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
24 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
25 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
26 this regard, the Parties hereby waive California Civil Code § 1654.
27

1 **14. EXECUTION AND COUNTERPARTS**

2 14.1 This Consent Judgment may be executed in counterparts and by means of facsimile
3 or portable document format (pdf), which taken together shall be deemed to constitute one
4 document and have the same force and effect as original signatures.

5 **15. NOTICES**

6 15.1 Any notices under this Consent Judgment shall be by personal delivery or First
7 Class Mail, or email correspondence.

8 If to CAG:

9
10 Kenneth W. Ralidis
11 3435 Wilshire Boulevard, 27th Floor
12 Beverly Hills, CA 90010
(213) 251-5480
ken@ralidislaw.com

13 If to Soofer:

14
15 Carol R. Brophy
16 Steptoe & Johnson LLP
17 One Market Plaza
18 Steuart Tower Suite 1070
19 San Francisco, CA 94105
(415) 365-6722
cbrophy@steptoe.com

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1 **16. AUTHORITY TO STIPULATE**

2 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
3 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
4 the party represented and legally to bind that party.

5
6 AGREED TO:

AGREED TO:

7 Date: January 6, 2023

Date: 01/06/2023, 2023

8 Michael Marcus

Dariusz Soofer

9 Name: Michael Marcus

Name: Dariusz Soofer

10 Title: Director

Title: C.E.O.

11 CONSUMER ADVOCACY GROUP,
12 INC.

Soofer Company Inc.

13
14 **IT IS SO ORDERED.**

15
16 Date: _____

JUDGE OF THE SUPERIOR COURT