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3. An Association of Independent Law Corporations
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8. Attorneys for Plaintiff,
9. Consumer Advocacy Group, Inc.

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

12. Coordination Proceeding
13. Special Title (Rule 3.550)

JCCP NO. 4816
In Case No. BC571487

14. **PROPOSITION 65 RICE PRODUCT**
15. **CASES**

Coordinated with: 34-2014-00165277,
CGC-13-536301, BC549137, BC549139,
BC553427, BC553852, BC554810, and
BC571487.

16. This Document Relates To:

17. CONSUMER ADVOCACY GROUP, INC.,
18. in the public interest,

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

19. Plaintiff

20. v.

21. STATER BROS. MARKETS, a California
22. Corporation;
23. STATE BROS. HOLDINGS INC., a
24. Delaware Corporation;
25. LA CADENA INVESTMENTS, a California
26. General Partnership; and
27. DOES 1-20;

28. Defendants.

1 **1. INTRODUCTION**

2 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
3 ADVOCACY GROUP, INC. (referred to as “CAG”) acting on behalf of itself and in the interest
4 of the public, and defendant Stater Bros. Markets (hereinafter referred to as “Defendant”), with
5 each a party to the action collectively referred to as “Parties.”

6 **1.2 Defendant and Products**

7 1.2.1 Defendant is a California corporation that employs ten or more persons.
8 Defendant distributes and sells rice (hereinafter referred to as the “Covered Products”).

9 1.2.2 For purposes of this Consent Judgment, Defendant is deemed a person in
10 the course of doing business in California and are subject to the provisions of the Safe Drinking
11 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
12 (“Proposition 65”).

13 **1.3 Chemicals of Concern**

14 1.3.1 Lead and Lead Compounds (hereinafter “Lead”) are known to the State of
15 California to cause cancer and/or birth defects or other reproductive harm.

16 **1.4 Notices of Violation**

17 1.4.1 On or about June 5, 2014, CAG served Defendant and various public
18 enforcement agencies with a document entitled “60-Day Notice of Violation” (the “Notice”) that
19 purported to provide Defendant with notice of alleged violations of Health & Safety Code §
20 25249.6 for failing to warn individuals in California of exposures to Lead in rice sold and/or
21 distributed by Defendant. No other public enforcer has commenced or diligently prosecuted the
22 allegations set forth in the Notice.

23 **1.5 Complaint**

24 1.5.1 On February 5, 2015, CAG filed a complaint for civil penalties and
25 injunctive relief in Los Angeles Superior Court, Case No. BC571487 against Defendant. The
26 complaint alleges, among other things, that Defendant violated Proposition 65 by failing to give
27 clear and reasonable warnings of exposure to Lead from Covered Products.
28

1 1.5.2 On or about February 17, 2015, the complaint was coordinated and
2 assigned Judicial Council Coordination proceeding number 4816.

3 1.5.3 On or about February 28, 2020, the Parties stipulated that CAG would
4 dismiss and not pursue any allegations in the complaint related to inorganic arsenic.

5 **1.6 Consent to Jurisdiction**

6 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that the Court
7 has jurisdiction over the allegations of violations contained in the complaint and personal
8 jurisdiction over Defendant as to the acts alleged in the complaint, that venue is proper in the
9 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a
10 full settlement and resolution of the allegations set forth in the first cause of action in the
11 complaint and of any other claims that were or could have been raised by any person or entity
12 based in whole or in part, directly or indirectly, on the facts alleged in the complaint or arising
13 therefrom or relating thereto.

14 **1.7 No Admission**

15 1.7.1 This Consent Judgment fully and finally resolves claims that are denied
16 and disputed. The Parties enter into this Consent Judgment pursuant to a full and final settlement
17 of any and all claims between the Parties for the purpose of avoiding prolonged and expensive
18 litigation. Nothing in this Consent Judgment shall be construed as an admission or concession of
19 any material allegation of the complaint, any fact, conclusion of law, issue of law or violation of
20 law, including, without limitation, any admission concerning any violation of Proposition 65 or
21 any other statutory, regulatory, common law or equitable doctrine, or the meaning of the terms
22 “knowingly and intentionally expose” or “clear and reasonable warning” as used in Health and
23 Safety Code section 25249.6. Nothing in this Consent Judgment, nor compliance with its terms,
24 shall constitute or be construed as an admission or concession of any fact, conclusion of law,
25 issue of law, or violation of law, or of fault, wrongdoing, or liability by Defendant, its officers,
26 directors, employees, or parent, subsidiary or affiliated corporations, or be offered or admitted as
27 evidence in any administrative or judicial proceeding or litigation in any court, agency or forum.
28

1 Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right,
2 remedy, argument or defense the Parties may have in any other or future legal proceeding, except
3 as expressly provided in this Consent Judgment.

4 **2. DEFINITIONS**

5 2.1 “Covered Products” means rice sold or supplied by Defendant.

6 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
7 Court.

8 2.3 “Lead” means lead and lead compounds.

9 2.4 “Listed Chemical” means Lead.

10 **3. INJUNCTIVE RELIEF/REFORMULATION/CLEAR AND REASONABLE**
11 **WARNINGS**

12 3.1 The injunctive relief will mirror the injunctive relief set out in the Consent
13 Judgment between CAG and the California Rice Commission in this case and the Consent
14 Judgment between CAG and Mercado Latino, Inc. Specifically, after the Effective Date,
15 Defendant shall not sell in California, offer for sale in California or ship for sale in California
16 any Covered Products unless the level of Lead in those products does not exceed 56 parts per
17 billion (“ppb”)

18 3.5 For any Covered Products that actually exceed 56 ppb for the Listed Chemical
19 that are placed into the stream of commerce in California after the Effective Date,
20 Defendant must provide a Proposition 65 compliant warning for those Covered Products as set
21 forth below. Nothing herein is intended to provide for or require a permanent warning on
22 Covered Products or any of Defendant’s products if the concentration levels of Lead in those
23 products do not actually exceed 56 ppb. Any warning provided pursuant to this Section 3.5 shall
24 be affixed to the packaging of the Covered Products or prominently displayed at the point of
25 purchase of the Covered Products. The warnings required hereby will be prominently placed
26 with such conspicuousness as compared to other words, statements, designs or devices as to
27 render them reasonably likely to be read and understood by a typical consumer under customary
28

1 conditions before purchase or use. When affixed to packaging, the warning must be set off from
2 other surrounding information and enclosed in a box. Where the packaging of the Covered
3 Product includes consumer information as defined by California Code of Regulations title 27
4 §25600.1(c) in a language other than English, the warning must be provided in that language in
5 addition to being provided in English. The Parties agree that the following warning language
6 shall constitute compliance with Proposition 65 with respect to the alleged Lead in the Covered
7 Products placed into the stream of commerce by Defendant after the Effective Date:

8
9 **⚠ WARNING:** Consuming this product can expose you to Lead, a chemical known
10 to the State of California to cause cancer and birth defects or other reproductive
11 harm. For more information go to www.P65Warnings.ca.gov/food.

12 3.6 The terms of this Consent Judgment shall be enforced exclusively by the
13 Parties hereto and no other person or entity shall have any right to enforce the terms of
14 this Consent Judgment. CAG may enforce any of the terms and conditions of this
15 Consent Judgment only after it first provides 30 days' notice to Defendant and attempts
16 to resolve any failure to comply in an open and good faith manner.

17 3.7 Prior to bringing any complaint, motion, order to show cause or other
18 proceeding to enforce the terms of this Consent Judgment, CAG shall serve a Notice of
19 Violation ("NOV") on Defendant specifying the alleged violation of this Consent
20 Judgment. Specifically, any NOV to Defendant shall identify each of the Covered
21 Products alleged to be in violation, set forth the location at which each of the Covered
22 Products were offered for sale and shall be accompanied by photographs of product
23 labeling and all test data obtained by CAG regarding the Covered Products.

24 3.8 CAG shall take no further action regarding the alleged violation if, within
25 60 days of receiving such NOV, Defendant serves a Notice of Election ("NOE") that
26 meets one of the following conditions:
27
28

1 (a) The Covered Product(s) identified in the NOV were sold or shipped by
2 Defendant for sale in California before the Effective Date; or

3 (b) Defendant takes corrective action by either

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

7 ii. providing a clear and reasonable warning for the Covered Product(s)
8 identified in the NOV pursuant to Section 3.2 above or 27 Cal. Code Regs. § 25603 *et*
9 *seq.* or

10 iii. Defendant conducts confirmatory testing of samples of the Covered
11 Products by an independent third-party laboratory certified by the California
12 Environmental Laboratory Accreditation Program for the analysis of heavy metals or an
13 independent third party laboratory that is registered with the United States Food and
14 Drug Administration (“FDA”) for the analysis of heavy methods and/or uses methods in
15 compliance with FDA regulations for the analysis of heavy metals. If confirmatory
16 testing establishes that the Covered Products do not contain Lead in excess of 56 ppb,
17 CAG shall withdraw its NOV and will take no further action regarding the alleged
18 violation.
19

20 **4. SETTLEMENT PAYMENT**

21 4.1 **Payment and Due Date:** Within ten (10) days of the Effective Date, Defendant
22 shall pay a total of two-hundred and sixty thousand dollars (\$260,000.00) in full and complete
23 settlement of all monetary claims by CAG relating to the Notice, as follows:

24
25 4.1.1 **Civil Penalty:** Defendant shall issue separate checks totaling eleven
26 thousand four hundred and forty dollars (\$11,440.00) as penalties pursuant to Health & Safety
27 Code § 25249.12:
28

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

6 (b) Separate 1099s shall be issued for each of the above payments:
7 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
8 0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
9 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

10 4.1.2 **Additional Settlement Payments:** Defendant shall make a separate
11 payment, in the amount of eight thousand five hundred and sixty dollars (\$8,560.00) as an
12 additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety
13 Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendant will issue
14 a separate check to CAG for the Additional Settlement Payment. CAG will use this payment as
15 follows, eighty percent (80%) for costs of investigation, purchasing and testing for Proposition
16 65 listed chemicals in various products, and for expert fees for evaluating exposures through
17 various media, including consumer product, occupational and environmental exposures to
18 Proposition 65 listed chemicals, and the cost of hiring consultants assist with analysis relating to
19 the litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding
20 attorneys' fees; twenty percent (20%) for administrative costs incurred during investigation and
21 litigation to reduce the public's exposure to Proposition 65 listed chemicals by notifying those
22 persons and/or entities believed to be responsible for such exposures and attempting to persuade
23 those persons and/or entities to reformulate their products or the source of exposure to
24 completely eliminate or lower the level of Proposition 65 listed chemicals, including costs of
25 documentation and tracking of products investigated, storage of products, website enhancement
26 and maintenance, computer and software maintenance, investigative equipment, CAG's
27 member's time for work done on investigations, office supplies, mailing supplies and postage.
28

1 Within 30 days of a request from the Attorney General, CAG shall provide to the Attorney
2 General copies of documentation demonstrating how the above funds have been spent. CAG
3 shall be solely responsible for ensuring the proper expenditure of such additional settlement
4 payment.

5 **4.1.3 Reimbursement of Attorneys' Fees and Costs:** Defendant shall pay two
6 hundred and twenty thousand dollars (\$220,000) to "Yeroushalmi & Yeroushalmi" as
7 reimbursement for reasonable investigation fees and costs, attorneys' fees and any other costs
8 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating and
9 negotiating a settlement in the public interest.

10 **4.2** Other than the payment to OEHHA described above, all payments referenced in
11 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
12 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
13 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,
14 Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently
15 with payment to OEHHA, Defendant shall provide CAG with written confirmation that the
16 payment to OEHHA was delivered.

17
18 **5. MATTERS COVERED BY THIS CONSENT JUDGMENT**

19 **5.1** This Consent Judgment is a full, final and binding resolution between CAG, on
20 behalf of itself and in the public interest, and Defendant for alleged failure to provide Proposition
21 65 warning of exposure to Lead from the Covered Products as set forth in the Notices, and fully
22 and finally resolves and concludes all claims that have been or could have been asserted against
23 Defendant in this action through the Effective Date for failure to provide Proposition 65
24 warnings for the Covered Products regarding Lead. CAG, on behalf of itself and in the public
25 interest, hereby discharges Defendant and its officers, directors, insurers, indemnitors,
26 employees, parents, shareholders, divisions, subdivisions, subsidiaries and their successors and
27 assigns ("Defendant Releasees") and all customers, retailers and downstream entities in the
28 distribution chain of the Covered Products to whom Defendant distributed or sold Covered

1 Products, and the predecessors, successors and assigns of any of them, and all of their respective
2 officers, directors, shareholders, members, managers, employees and agents only as to Covered
3 Products sold by the Defendant (collectively, “Downstream Releasees”), for all Covered
4 Products placed into the stream of commerce through the Effective Date for violations of
5 Proposition 65 based on exposure to Lead. Defendant’s compliance with the terms of this
6 Consent Judgment shall be deemed to constitute compliance with Proposition 65 regarding
7 alleged exposures to Lead from the Covered Products. Nothing in this Section 5.1 affects CAG’s
8 right to commence or prosecute an action under Proposition 65 against any person other than
9 Defendant Releasees or Downstream Releasees (together, the “Released Parties”) after the
10 Effective Date.

11 5.2 CAG, on behalf of itself, its past and current agents, representatives, attorneys,
12 successors and/or assignees, hereby waives all rights to institute or participate in, directly or
13 indirectly, any form of legal or administrative action and releases all claims, including, without
14 limitation, all actions and causes of action, in law or in equity, suits, liabilities, demands,
15 obligations, damages, costs, fines, penalties, losses or expenses (including investigation fees,
16 expert fees and attorneys’ fees) of any nature whatsoever, whether known or unknown, fixed or
17 contingent (collectively “Claims”), against the Released Parties arising from any violation of
18 Proposition 65 or any other statutory or common law basis regarding in any way exposure to
19 Lead from the Covered Products. In furtherance of the foregoing, as to alleged exposures to
20 Lead from the Covered Products, CAG on behalf of itself only, hereby waives any and all rights
21 and benefits that it now has, or in the future may have, conferred upon it with respect to Claims
22 arising out of or relating to any violation of Proposition 65 or any other statutory or common law
23 regarding the failure to warn about or exposure to Lead from the Covered Products by virtue of
24 the provisions of section 1542 of the California Civil Code, which provides as follows:
25

26 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
27 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
28 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

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

17 **6. ENTRY OF CONSENT JUDGMENT**

18 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
19 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
20 Defendant waive their respective rights to a hearing or trial on the allegations of the complaint.

21 6.2 The Parties shall make all reasonable efforts possible to have the Consent
22 Judgment approved by the Court.

23 6.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent
24 Judgment and any and all prior agreements between the Parties merged herein shall terminate
25 and become null and void, and the litigation shall revert to the status that existed prior to the
26 execution of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof,
27 or of the negotiation, documentation or other part or aspect of the Parties' settlement discussions,
28 shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the

1 litigation or in any other proceeding; and (c) the Parties agree to meet and confer to determine an
2 appropriate trial date for the claims against Defendant and whether to modify the terms of the
3 Consent Judgment and to resubmit it for approval.

4 **7. MODIFICATION OF JUDGMENT**

5 7.1 This Consent Judgment may be modified only upon written agreement of the
6 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
7 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

8 7.2 Any party seeking to modify this Consent Judgment shall attempt in good faith to
9 meet and confer with the other party prior to filing a motion to modify the Consent Judgment.

10 **8. RETENTION OF JURISDICTION**

11 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the
12 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

13 8.2 In any proceeding brought by either party to enforce this Consent Judgment, the
14 prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

15 **10. DUTIES LIMITED TO CALIFORNIA**

16 9.1 This Consent Judgment shall have no effect on any products sold by Defendant
17 outside the state of California.

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

19 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
20 California Attorney General so that the Attorney General may review this Consent Judgment
21 prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General
22 has received a copy of this Consent Judgment, and in the absence of any written objection by the
23 Attorney General to the terms of this Consent Judgment, may the Court approve this Consent
24 Judgment.

25 **11. ATTORNEYS' FEES**

26 11.1 Except as specifically provided in elsewhere in this Consent Judgment, each party
27 shall bear its own costs and attorneys' fees in connection with the litigation.
28

1 **12. GOVERNING LAW**

2 12.1 The validity, construction and performance of this Consent Judgment shall be
3 governed by the laws of the state of California, without reference to any conflicts of law
4 provisions of California law.

5 12.2 In the event that Proposition 65 is repealed, preempted or is otherwise rendered
6 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
7 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
8 rendered inapplicable by reason of law generally as to the Covered Products, Defendant may
9 provide written notice to CAG of any asserted change in the law and shall have no further
10 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered
11 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve
12 Defendant from any obligation to comply with any pertinent state or federal law or regulation.

13 12.3 The Parties, including their counsel, have participated in the preparation of this
14 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
15 Consent Judgment was subject to revision and modification by the Parties and has been accepted
16 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty
17 or ambiguity existing in this Consent Judgment shall not be interpreted against either party as a
18 result of the manner of the preparation of this Consent Judgment. Each party to this Consent
19 Judgment agrees that any statute or rule of construction providing that ambiguities are to be
20 resolved against the drafting party should not be employed in the interpretation of this Consent
21 Judgment and, in this regard, the Parties hereby waive their rights under California Civil Code §
22 1654.
23

24 **13. EXECUTION AND COUNTERPARTS**

25 13.1 This Consent Judgment may be executed in counterparts and by means of
26 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
27 one document and have the same force and effect as original signatures.
28

1 **14. NOTICES**

2 14.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

3
4 If to CAG:

5 Reuben Yeroushalmi
6 YEROUSHALMI & YEROUSHALMI
7 9100 Wilshire Boulevard, Suite 240W
8 Beverly Hills, CA 90212
9 (310) 623-1926
10 Email: lawfirm@yeroushalmi.com

11 If to Defendant.:

12 Mark C. Goodman
13 **BAKER & MCKENZIE LLP**
14 Two Embarcadero Center, 11th Floor
15 San Francisco, CA 94111
16 Telephone: +1 415 576 3000
17 Facsimile: +1 415 576 3099
18 Email: mark.goodman@bakermckenzie.com

19 **15. AUTHORITY TO STIPULATE**

20 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
21 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
22 the party represented and legally to bind that party.

AGREED TO:	AGREED TO:
Date: _____, 2022	Date: <u>December 28</u> , 2022
_____ Name: _____	 Name: <u>Sean J. Varner</u>
Title: _____	Title: <u>Secretary</u>
CONSUMER ADVOCACY GROUP, INC.	STATER BROS. MARKETS

1 **14. NOTICES**

2 14.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

3
4 If to CAG:

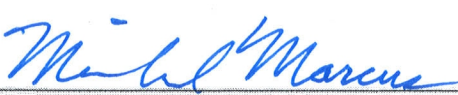

5 Reuben Yeroushalmi
6 YEROUSHALMI & YEROUSHALMI
7 9100 Wilshire Boulevard, Suite 240W
8 Beverly Hills, CA 90212
9 (310) 623-1926
10 Email: lawfirm@yeroushalmi.com

11 If to Defendant.:

12 Mark C. Goodman
13 **BAKER & MCKENZIE LLP**
14 Two Embarcadero Center, 11th Floor
15 San Francisco, CA 94111
16 Telephone: +1 415 576 3000
17 Facsimile: +1 415 576 3099
18 Email: mark.goodman@bakermckenzie.com

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20 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
21 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
22 the party represented and legally to bind that party.

23 AGREED TO:	23 AGREED TO:
24 Date: <u>December 29</u> , 2022	24 Date: <u>December 28</u> , 2022
25 	25 
26 Name: <u>Michael Marcus</u>	26 Name: <u>SEAN J. VARNER</u>
27 Title: <u>Director</u>	27 Title: <u>Secretary</u>
28 CONSUMER ADVOCACY GROUP, INC.	28 STATER BROS. MARKETS

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IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT