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10 Attorneys for Plaintiff,  
11 Consumer Advocacy Group, Inc.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF ALAMEDA**

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

16 Plaintiff,

17 v.

18 CENTURION GARDEN AND OUTDOOR  
19 LIVING, INC. a Delaware Corporation;  
20 ROSS STORES, INC., a Delaware  
21 Corporation and DOES 1-20;  
22 Defendants.

CASE NO. RG16806471

**CONSENT JUDGMENT [PROPOSED]**

Health & Safety Code § 25249.5 *et seq.*

Dept.: 20

Judge: Hon. Paul D. Herbert

Complaint filed: March 4, 2016

23 **1. INTRODUCTION**

24 1.1 This Consent Judgment is entered into by and between plaintiff, Consumer  
25 Advocacy Group, Inc., (referred to as “CAG”) acting on behalf of itself and in the interest of the  
26 public, and defendant Centurion Garden and Outdoor Living, Inc., (“Centurion”), each a Party to  
27 the action and collectively referred to as “Parties.” This Consent Judgment is intended to fully  
28 resolve all claims, demands, and allegations related to this action and the Notices of Violation  
referred to herein.

1.2 **Centurion and Products**

1.2.1 Defendant Centurion is a Delaware corporation which CAG alleges  
employs ten or more persons. For purposes of this Consent Judgment only, Centurion is deemed

1 a person in the course of doing business in California and is subject to the provisions of the Safe  
2 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6  
3 et seq. (“Proposition 65”).

4 1.2.2 CAG alleges that Centurion manufactured, caused to be manufactured, sold,  
5 and/or distributed Pruning Saws and Pruning Tips as defined in the Notices.

6 **1.3 Chemical of Concern**

7 Diethyl Hexyl Phthalate, also known as Bis (2-ethylhexyl) phthalate (“DEHP”) is known  
8 to the State of California to cause cancer and birth defects or other reproductive harm.

9 **1.4 Notices of Violation.**

10 1.4.1 On May 5, 2015, CAG served Centurion, and various public enforcement  
11 agencies, with a document entitled “60-Day Notice of Intent to Sue for Violation of the Safe  
12 Drinking Water and Toxic Enforcement Act of 1986” (“May 5, 2015 Notice”) that provided the  
13 recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn  
14 individuals in California of alleged exposures to DEHP alleged to be contained in pruning saws.  
15 No public enforcer has commenced or diligently prosecuted the allegations set forth in the May 5,  
16 2015 Notice.

17 1.4.2 On October 8, 2015, CAG served Centurion, and various public  
18 enforcement agencies, with a document entitled “60-Day Notice of Intent to Sue for Violation of  
19 the Safe Drinking Water and Toxic Enforcement Act of 1986” (“October 8, 2015 Notice”) that  
20 provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for  
21 failing to warn individuals in California of alleged exposures to DEHP alleged to be contained in  
22 pruning tips. No public enforcer has commenced or diligently prosecuted the allegations set forth  
23 in the October 8, 2015 Notice.

24 1.4.3 Collectively, the 60-day notices described in paragraphs 1.4.1-1.4.2 above  
25 are hereafter referred to as the “Notices.”  
26

27 ///

28 ///

1           **1.5 Complaint and Answer.**

2           On March 4, 2016, CAG filed a Complaint for civil penalties and injunctive relief  
3 (“Complaint”) in Superior Court of California County of Alameda, Case No. RG16806471, against  
4 Centurion. On March 11, 2016 CAG filed a First Amended Complaint (“FAC”). The FAC alleges  
5 that Centurion violated Proposition 65 by failing to give clear and reasonable warnings of alleged  
6 exposure to DEHP in certain Pruning Saws and Pruning Tips sold and/or distributed in California  
7 by Centurion. Centurion denied all allegations.

8           **1.6 Consent to Jurisdiction**

9           For purposes of this Consent Judgment, the Parties stipulate that this Court has jurisdiction  
10 over the allegations of violations contained in the Complaint and personal jurisdiction over  
11 Centurion as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,  
12 and that this Court has jurisdiction to enter this Consent Judgment as a full settlement and  
13 resolution of the allegations contained in the Complaint and of all claims which were, or could  
14 have been raised by, any person or entity based in whole or in part, directly or indirectly, on the  
15 facts alleged therein or arising therefrom or related thereto.

16           **1.7 No Admission**

17           This Consent Judgment resolves claims that are denied and disputed. The Parties enter into  
18 this Consent Judgment pursuant to a full and final settlement of any and all claims between the  
19 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall  
20 be construed as an admission by the Parties of any material allegation of the Complaint (each and  
21 every allegation of which Centurion denies), any fact, conclusion of law, issue of law or violation  
22 of law, including without limitation, any admission concerning any violation of Proposition 65 or  
23 any other statutory, regulatory, common law, or equitable doctrine, or any admission as to the  
24 meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as  
25 used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor  
26 compliance with its terms, shall constitute or be construed as an admission by the Parties of any  
27 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by  
28

1 Centurion, its officers, directors, employees, or parent, subsidiary or affiliated corporations, or be  
2 offered or admitted as evidence in any administrative or judicial proceeding or litigation in any  
3 court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or  
4 impair any right, remedy, argument, or defense the Parties may have in any other or future legal  
5 proceeding, except as expressly provided in this Consent Judgment.

## 6 **2. DEFINITIONS**

7 2.1 “Covered Products” means 1) pruning saws with polymer grips, including but not  
8 limited to “Pruning Saw Centurion® ‘Blade 7 Inch’ ‘000-463 Centurion Garden & Outdoor  
9 Living, www.centurionbrands.com Made in China, Ross ‘Original \$6.99, \$4.99, SKU#  
10 400115202304, DV03, D1072, C6907’ UPC# 8 45049 00215 4” (“Pruning Saws”); and 2) pruning  
11 tips with polymer grips, including but not limited to “Pruner’ Centurion® ‘Precision Cut,  
12 Hardened Steel Blade’ Centurion Garden & Outdoor Living, www.centurionbrands.com Made in  
13 China, Ross ‘Original \$12.99, \$3.99, SKU# 400119550883, N512, D1075 C6907, 315’ UPC# 8  
14 45049 00423 3” and “Pruner TITANIUM, GoldGuard™’ Centurion® ‘Left or Right Hand Lock’  
15 Centurion Garden & Outdoor Living, www.centurionbrands.com Made in China, Ross ‘Original  
16 \$18.00, \$8.99, SKU# 400124383513 N519, D1075, C6907 668’ UPC# 8 45049 00184 3”  
17 (“Pruning Tips”) sold by or purchased from Centurion.

18 2.2 “Effective Date” means the date that the Court approves this Consent Judgment.  
19 On the date of approval, CAG shall immediately serve a copy of the Consent Judgment, entered  
20 by the Court, on counsel for Centurion. A copy of the Consent Judgment entered by the Court  
21 may be served via email.

22 2.3 “DEHP” mean Diethyl Hexyl Phthalate, also known as Bis (2-ethylhexyl) phthalate

23 2.4 “Notices” refers to Plaintiff’s May 5, 2015 Notice and October 8, 2015 Notice.

## 24 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE** 25 **WARNINGS ON EXISTING INVENTORY**

26 3.1 As of the Effective Date, Centurion shall not sell, offer for sale, or distribute for  
27 sale the Covered Products in California unless they are reformulated to contain less than 0.1% by  
28

1 weight (1,000 parts per million) of DEHP.

2 3.2 For any Covered Products still existing in Centurion’s inventory as of the Effective  
3 Date, Centurion shall place a Proposition 65 compliant warning on them. Any warning provided  
4 pursuant to this section shall be affixed to the packaging of, or directly on, the Covered Products,  
5 and be prominently placed with such conspicuousness as compared with other words, statements,  
6 designs, or devices as to render it likely to be read and understood by an ordinary individual under  
7 customary conditions before purchase or use. The warning shall state:

8 **WARNING:** This product contains DEHP, a chemical known to the  
9 State of California to cause cancer and birth defects or other reproductive  
10 harm.

11 **4. SETTLEMENT PAYMENT**

12 4.1 **Payment:** Centurion shall pay a total of fifty thousand dollars and zero cents  
13 (\$50,000), within ninety (90) days of the Effective Date.

14 Full and complete settlement of any and all monetary claims by CAG related to the Notices  
15 in this action shall be divided as follows:

16 4.1.1 **Civil Penalty:** For each Payment, Centurion shall issue two separate checks  
17 totaling two-thousand, eight-hundred and sixty dollars (\$2860.00) as penalties pursuant to Health  
18 & Safety Code § 25249.12:

19 (a) Centurion will issue one check made payable to the State of California’s Office  
20 of Environmental Health Hazard Assessment (“OEHHA”) in the amount of two-thousand one  
21 hundred and forty-five dollars (\$2145.00) representing 75% of the total penalty and Centurion will  
22 issue a second check to CAG in the amount of seven hundred and fifteen dollars (\$715)  
23 representing 25% of the total penalty;

24 (b) Separate 1099s shall be issued as follows: Centurion will issue a 1099 to  
25 OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of \$2145.  
26 Centurion will also issue a 1099 to CAG in the amount of \$715 and deliver it to CAG c/o  
27  
28

1 Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California  
2 90212.

3           **4.1.2 Additional Settlement Payments:** Centurion shall pay two-thousand one-  
4 hundred and forty dollars (\$2140) as an additional settlement payment to “Consumer Advocacy  
5 Group, Inc.,” pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations,  
6 Title 11 § 3202(d). CAG will use this total payment as follows, seventy percent (70%) for fees of  
7 investigation, purchasing and testing for Proposition 65 listed chemicals in various products, and  
8 for expert fees for evaluating exposures through various mediums, including but not limited to  
9 consumer product, occupational, and environmental exposures to Proposition 65 listed chemicals,  
10 and the cost of hiring consulting and retained experts who assist with the extensive scientific  
11 analysis necessary for those files in litigation; twenty percent (20%) for administrative costs  
12 incurred during the investigation and litigation to reduce the public’s exposure to Proposition 65  
13 listed chemicals by notifying those persons and/or entities believed to be responsible for such  
14 exposures and attempting to persuade those persons and/or entities to reformulate their products  
15 or the source of exposure to completely eliminate or lower the level of Proposition 65 listed  
16 chemicals including but not limited to costs of documentation and tracking of products  
17 investigated, storage of products, website enhancement and maintenance, computer and software  
18 maintenance, investigative equipment, CAG’s member’s time for work done on investigations,  
19 office supplies, mailing supplies and postage; and ten percent (10%) to offset the costs of future  
20 litigation enforcing Proposition 65 but excluding attorney fees, thereby addressing the same public  
21 harm as allegedly in the instant Action. Within 30 days of a request from the Attorney General,  
22 CAG shall provide to the Attorney General copies of documentation demonstrating how the above  
23 funds have been spent.  
24

25           **4.1.3 Reimbursement of Attorney’s Fees and Costs:** Centurion shall pay a  
26 total amount of forty-five thousand dollars (\$45,000.00) to “Yeroushalmi & Yeroushalmi” as  
27 reimbursement for reasonable investigation fees and costs, attorneys’ fees, and any other costs  
28

1 incurred as a result of investigating, bringing this matter to Centurion’s attention, litigating, and  
2 negotiating a settlement in the public interest.

3 **4.2 Delivery of Payments:**

4 4.2.1 All payments to OEHHA shall be delivered to: Office of Environmental  
5 Health Hazard Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento,  
6 California 95812. Centurion shall provide written confirmation to CAG upon payment to  
7 OEHHA.

8 4.2.2 All payments to CAG and Yeroushalmi & Yeroushalmi, shall be delivered  
9 to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly  
10 Hills, CA 90212.

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

12 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on  
13 behalf of itself and in the public interest, and Centurion and its officers, directors, insurers,  
14 employees, parents, owners, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates,  
15 sister companies, agents, and their successors and assigns (“Centurion’s Releasees”), and all  
16 entities to whom Centurion directly or indirectly distributes or sells Covered Products, including,  
17 but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees,  
18 cooperative members, licensees, and the successors and assigns of any of them, who may use,  
19 maintain, distribute or sell Covered Products, (“Downstream Releasees”), for all claims for  
20 violations of Proposition 65 through the Effective Date based on alleged exposure to DEHP, from  
21 Covered Products, as set forth in the Notices. In addition, the “Downstream Releasees” shall  
22 include Ross Stores, Inc., and its affiliates, successors, and assigns. Centurion and Centurion’s  
23 Releasees’ compliance with this Consent Judgment shall constitute compliance with Proposition  
24 65 for the Covered Products with respect to exposure to DEHP from Covered Products. Nothing  
25 in this Section affects CAG’s right to commence or prosecute an action under Proposition 65  
26 against any person other than Centurion, Centurion Releasees, Ross Stores, Inc., or other Centurion  
27  
28

1 Downstream Releasees. Centurion, Centurion Releasees, Ross Stores, Inc., and Centurion  
2 Downstream Releasees are hereafter collectively referred to as the “Released Parties.”

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

17  
18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
19 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
20 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN  
21 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER  
22 SETTLEMENT WITH THE DEBTOR.

23 CAG understands and acknowledges that the significance and consequence of this waiver of  
24 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
25 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
26 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
27 about alleged exposure to DEHP from the Covered Products, including but not limited to any  
28 exposure to, or failure to warn with respect to exposure to DEHP from the Covered Products, CAG  
will not be able to make any claim for those damages or injunctive relief against the Released



1 Parties. Furthermore, CAG acknowledges that it intends these consequences for any such Claims  
2 arising from any violation of Proposition 65 or any other statutory or common law regarding the  
3 failure to warn about alleged exposure to DEHP from Covered Products as may exist as of the date  
4 of this release but which CAG does not know exist, and which, if known, would materially affect  
5 their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge  
6 is the result of ignorance, oversight, error, negligence, or any other cause.

## 7 **6. ENFORCEMENT OF JUDGMENT**

8 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties  
9 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of  
10 California, County of Alameda, giving the notice required by law, enforce the terms and conditions  
11 contained herein. A Party may enforce any of the terms and conditions of this Consent Judgment  
12 only after that Party first provides 60 days' notice to the Party allegedly failing to comply with the  
13 terms and conditions of this Consent Judgment and attempts to resolve such Party's failure to  
14 comply in an open and good faith manner.

15 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other  
16 proceeding to enforce the terms of this Consent Judgment, the Party alleging a violation shall  
17 provide written notice ("NOV") to the other Party. The NOV shall include information sufficient  
18 for the Party alleged to be in violation to be able to understand and correct the violation. With  
19 respect to NOVs from CAG relating to the Covered Products, for each of the Covered Products:  
20 Any notice to Centurion must contain (a) the name of the product, (b) specific dates when the  
21 product was sold in California, (c) the store or other place at which the product was available for  
22 sale to consumers, and (d) any other evidence or other support for the allegations in the notice,  
23 including all test data obtained by CAG regarding the Covered Products.

24 6.2.1 **Non-Contested NOV.** For NOVs from CAG relating to the Covered Products,  
25 CAG shall take no further action regarding the alleged violation if, within 60 days of receiving  
26 such NOV, Centurion serves a Notice of Election ("NOE") that meets one of the following  
27 conditions:  
28

1 (a) The Covered Products were shipped by Centurion for sale in California before the  
2 Effective Date, or

3 (b) Since receiving the NOV Centurion has taken corrective action by either (i) taking  
4 all steps necessary to bring the sale of the product into compliance under the terms of this Consent  
5 Judgment, or (ii) requesting that its customers or stores in California, as applicable, remove the  
6 Covered Products identified in the NOV from sale in California and destroy or return the Covered  
7 Products to Centurion or vendors, as applicable, or (iii) refute the information provided in  
8 paragraph 6.2.

9 6.2.2 **Contested NOV.** For NOVs from CAG relating to the Covered Products,  
10 Centurion may serve a Notice of Election (“NOE”) informing CAG of its election to contest the  
11 NOV within 30 days of receiving the NOV.

12 (a) In its election, Centurion may request that the sample(s) of Covered Products tested  
13 by CAG be subject to confirmatory testing at an EPA-accredited laboratory.

14 (b) If the confirmatory testing establishes that the Covered Products do not contain  
15 DEHP in excess of the levels allowed in Section 3.1, above, CAG shall take no further action  
16 regarding the alleged violation. If the testing does not establish compliance with Section 3.1,  
17 above, Centurion may withdraw its NOE to contest the violation and may serve a new NOE  
18 pursuant to Section 6.2.1.

19 (c) If Centurion does not withdraw an NOE to contest the NOV or take action under  
20 Section 6.2.1, above, the Parties shall meet and confer for a period of no less than 30 days before  
21 CAG may seek an order enforcing the terms of this Consent Judgment.

22 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the  
23 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

24 **7. ENTRY OF CONSENT JUDGMENT**

25 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
26 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG, and  
27 Centurion waive their respective rights to a hearing or trial on the allegations of the Complaint.  
28

1           7.2     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 and  
3 become null and void, and the actions shall revert to the status that existed prior to the execution  
4 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the  
5 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall  
6 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,  
7 or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to  
8 modify the terms of the Consent Judgment and to resubmit it for approval.

9           **8.       MODIFICATION OF JUDGMENT**

10           8.1     This Consent Judgment may be modified only upon written agreement of the  
11 Parties and, if the modification affects a substantive provision of this Consent Judgment, upon  
12 entry of a modified Consent Judgment by the Court thereon, or otherwise upon motion of any party  
13 as provided by law and upon entry of a modified Consent Judgment by the Court.

14           8.2     Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
15 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

16           **9.       RETENTION OF JURISDICTION**

17           9.1     This Court shall retain jurisdiction of this matter to implement and enforce the terms  
18 of this Consent Judgment under Code of Civil Procedure § 664.6.

19           **10.     DUTIES LIMITED TO CALIFORNIA**

20           10.1    This Consent Judgment shall have no effect on Covered Products sold or distributed  
21 by Centurion outside the State of California.

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

23           11.1    CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
24 California Attorney General so that the Attorney General may review this Consent Judgment prior  
25 to its submittal to the Court for approval. No sooner than forty-five (45) days after the Attorney  
26 General has received the aforementioned copy of this Consent Judgment, and in the absence of  
27

1 any written objection by the Attorney General to the terms of this Consent Judgment, the parties  
2 may then submit it to the Court for approval.

3 **12. ATTORNEY FEES**

4 12.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its  
5 own attorneys' fees and costs in connection with this action.

6 **13. ENTIRE AGREEMENT**

7 13.1 This Consent Judgment contains the sole and entire agreement and understanding  
8 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,  
9 negotiations, commitments and understandings related hereto. No representations, oral or  
10 otherwise, express or implied, other than those contained herein have been made by any party  
11 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
12 to exist or to bind any of the Parties.

13 **14. GOVERNING LAW**

14 14.1 The validity, construction and performance of this Consent Judgment shall be  
15 governed by the laws of the State of California, without reference to any conflicts of law provisions  
16 of California law.

17 14.2 The terms of this Consent Judgment shall be governed by the laws of the State of  
18 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered  
19 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
20 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or  
21 rendered inapplicable by reason of law generally as to the Covered Products, then subject to this  
22 Consent Judgment Centurion may provide written notice to CAG of any asserted change in the  
23 law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and  
24 to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall  
25 be interpreted to relieve Centurion from any obligation to comply with any pertinent state or  
26 federal law or regulation.  
27  
28

1           14.3 The Parties, including their counsel, have participated in the preparation of this  
2 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
3 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
4 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
5 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
6 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
7 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
8 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in  
9 this regard, the Parties hereby waive California Civil Code § 1654.

10 **15. EXECUTION AND COUNTERPARTS**

11           15.1 This Consent Judgment may be executed in counterparts and by means of facsimile  
12 or portable document format (pdf), which taken together shall be deemed to constitute one  
13 document and have the same force and effect as original signatures.

14 **16. NOTICES**

15           16.1 Any notices under this Consent Judgment shall be by First Class Mail (with a  
16 courtesy copy by email).

17           If to CAG:

18           Yeroushalmi & Yeroushalmi  
19           9100 Wilshire Boulevard, Suite 240W  
20           Beverly Hills, CA 90212  
21           (310) 623-1926;  
22           Email: [lawfirm@yeroushalmi.com](mailto:lawfirm@yeroushalmi.com)

23           If to Centurion:

24           Anthony J. Cortez, Esq.  
25           Greg Sperla, Esq.  
26           GREENBERG TAURIG, LLP  
27           1201 K Street, Suite 1100  
28           Sacramento, CA 95814  
              Email: [cortezan@gtlaw.com](mailto:cortezan@gtlaw.com), [sperlag@gtlaw.com](mailto:sperlag@gtlaw.com)

1 **17. AUTHORITY TO STIPULATE**

2 17.1 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:

7 Date: \_\_\_\_\_, 2017

8  
9 Name: \_\_\_\_\_

10 Title: \_\_\_\_\_

11 CONSUMER ADVOCACY  
12 GROUP, INC.

AGREED TO:

7/7  
Date: \_\_\_\_\_, 2017

13  
14 Name: \_\_\_\_\_

15 Title: \_\_\_\_\_

16 *Alan Tsai*  
17 *Manager*  
18 CENTURION GARDEN AND  
19 OUTDOOR LIVING, INC.

20  
21  
22  
23  
24  
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26  
27  
28  
**IT IS SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Hon. Paul D. Herbert  
JUDGE OF THE SUPERIOR COURT

1 **17. AUTHORITY TO STIPULATE**

2 17.1 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: July 5, 2017

Date: \_\_\_\_\_, 2017

8 Michael Marcus

9 Name: Michael Marcus

Name: \_\_\_\_\_

10 Title: Director

Title: \_\_\_\_\_

11 CONSUMER ADVOCACY  
12 GROUP, INC.

CENTURION GARDEN AND  
OUTDOOR LIVING, INC.

13  
14  
15 **IT IS SO ORDERED.**

16  
17 Date: \_\_\_\_\_

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18 Hon. Paul D. Herbert  
19 JUDGE OF THE SUPERIOR COURT  
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