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Attorneys for Plaintiffs,
Consumer Advocacy Group, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CONSUMER ADVOCACY GROUP, INC.,
in the interest of the Public,

Plaintiff,

v.

GREAT STAR INDUSTRIAL CO., LTD., a
business entity form unknown; LOWE'S
HOME CENTERS, LLC, a North Carolina
Limited Liability Company; SUPERSTAR
TECHNOLOGY CO., LTD, a business entity
form unknown, and DOES 1-20;

Defendants.

CASE NO. BC637438

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

[Assigned for All Purposes to Honorable
Michelle Bachner, Dept. 71]

Complaint filed: December 3, 2015

1. INTRODUCTION

1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER ADVOCACY GROUP, INC. ("Plaintiff" or "CAG") acting on behalf of itself and in the interest of the public, and settling Defendant GREAT STAR INDUSTRIAL CO., LTD ("GREAT STAR") with each a Party to the action and collectively referred to as "Parties." For purposes of this consent judgment LOWE'S HOME CENTERS, LLC ("LOWE'S") is a "released party".

1 **1.2 Defendant and Covered Products**

2 1.2.1 CAG alleges that GREAT STAR is a California Corporation which employs
3 ten or more persons. For purposes of this Consent Judgment only, GREAT STAR is deemed a
4 person in the course of doing business in California and subject to the provisions of the Safe
5 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6
6 et seq. (“Proposition 65”).

7 1.2.2 CAG alleges that GREAT STAR manufactures, causes to be manufactured,
8 sells, or distributes certain Tin Snips with Polymer Grips in California.

9 1.2.3 CAG alleges that LOWE’S Home Centers, LLC (“LOWE’S”) is a North
10 Carolina Limited Liability Company, which employs ten or more persons. For purposes of this
11 Consent Judgment only, LOWE’S is deemed a person in the course of doing business in California
12 and subject to the provisions of Proposition 65 and a released party. GREAT STAR and LOWE’S
13 are referred to in this document as “Defendants”).

14 1.2.4 CAG alleges that LOWE’S manufactures, causes to be manufactured, sells,
15 or distributes certain Tin Snips with Polymer Grips in California.

16 **1.3 Listed chemical**

17 1.3.1 DEHP has been listed by the State of California as known to cause cancer
18 and reproductive toxicity.

19 **1.4 Notice of Violation.**

20 1.4.1 On or about October 8, 2015, CAG served GREAT STAR, LOWE’S and various
21 public enforcement agencies with a document titled “60-Day Notice of Intent to Sue for Violation
22 of the Safe Drinking Water and Toxic Enforcement Act of 1986” that alleged violations of Health
23 & Safety Code § 25249.6 for failing to warn individuals in California of exposures to DEHP,
24 contained in certain Tin Snips with Polymer Grips, sold/distributed by Defendants in California.
25 No public enforcer has commenced or diligently prosecuted the allegations set forth in the October
26 8, 2015 Notice.
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1 **1.5 Complaint.**

2 On October 18, 2016, CAG filed a Complaint against Defendants for civil penalties and
3 injunctive relief (the “Complaint”) in Los Angeles County Superior Court, Case No. BC637438,
4 alleging that Defendants violated Proposition 65 for allegedly failing to give clear and reasonable
5 warnings of alleged exposure to DEHP in certain Tin Snips with Polymer Grips, Defendants
6 distributed and/or sold in California.

7 **1.6 Consent to Jurisdiction**

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

15 **1.7 No Admission**

16 This Consent Judgment resolves claims that are denied and disputed. The Parties enter
17 into this Consent Judgment pursuant to a full and final settlement of any and all claims between
18 the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment
19 shall be construed as an admission by the Parties of any material allegation in the Notices or the
20 Complaint, or of any fact, conclusion of law, issue of law or violation of law of any kind,
21 including without limitation, any admission concerning any alleged or actual violation of
22 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, including
23 but not limited to the meaning of the terms “knowingly and intentionally expose” or “clear and
24 reasonable warning” as used in Health and Safety Code section 25249.6. Nothing in this
25 Consent Judgment, nor compliance with its terms, shall constitute or be construed as an
26 admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of
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1 fault, wrongdoing, or liability by any Defendant, its officers, directors, employees, or parent,
2 subsidiary or affiliated corporations, or be offered or admitted as evidence in any administrative
3 or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this
4 Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the
5 Parties may have in any other or future legal proceeding, except as expressly provided in this
6 Consent Judgment.

7 **2. DEFINITIONS**

8 2.1 “Covered Products” means Tin Snips with Polymer Grips, sold or supplied by
9 GREAT STAR, including but not limited to “TASK FORCE® #0196602, 7in./17,8cm Tin Snips,
10 UPC: 820909546948”.

11 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
12 Court.

13 2.3 “DEHP” means Diethyl Hexyl Phthalate.

14 2.4 “Listed Chemical” means DEHP.


15 2.5 “Notice” means Plaintiff’s October 8, 2015 “60-Day Notice of Intent to Sue for
16 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986”.

17 **3. INJUNCTIVE RELIEF, REFORMULATION & CLEAR AND REASONABLE** 18 **WARNINGS.**

19 3.1 After the Effective Date, GREAT STAR shall not sell, offer for sale, or ship for
20 sale, in California, any Covered Products, unless the level of DEHP does not exceed 0.1% (1,000
21 parts per million).

22 3.2 For any Covered Products still existing in Defendants’ inventory as of the
23 Effective Date, GREAT STAR shall place a Proposition 65 compliant warning on the products.
24 Any warning provided pursuant to this section shall be affixed to the packaging of, or directly
25 on, the Covered Products, and be prominently placed with such conspicuousness as compared
26 with other words, statements, designs, or devices as to render it likely to be read and understood
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by an ordinary individual under customary conditions before purchase or use. The Parties agree that the following warning language shall constitute compliance with Proposition 65 with respect to the alleged Listed Chemical in the Covered Products existing in Defendant's inventory as of the Effective Date:

 **WARNING:** This product can expose you to chemicals including DEHP, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov.

4. SETTLEMENT PAYMENT

4.1 **Payment and Due Date:** No later than seven (7) days after the Effective Date, GREAT STAR shall pay a total of eighty-five thousand dollars, and zero cents (\$85,000.00) in full and complete settlement of any and all claims for civil penalties, damages, attorney's fees, expert fees or any other claim for costs, expenses or monetary relief of any kind, for claims that were or could have been asserted in the Notice or Complaint, as follows:

4.1.1 **Civil Penalty:** GREAT STAR shall issue two separate checks totaling \$5,720 as follows for alleged civil penalties pursuant to Health & Safety Code § 25249.12:

(a) GREAT STAR will issue one check made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of \$4,290, representing 75% of the total civil penalty and GREAT STAR will issue a second check to CAG in the amount of \$1,430, representing 25% of the total civil penalty and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212;

(b) Separate 1099s shall be issued for each of the above payments: GREAT STAR will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of \$4,290. GREAT STAR will also issue a 1099 to CAG in the amount of \$1,430 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

1 **4.1.2 Additional Settlement Payments:** GREAT STAR shall issue a separate
2 check in the amount of \$4,280, as an additional settlement payment to “Consumer Advocacy
3 Group, Inc.” pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations,
4 Title 11 § 3203(d) and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire
5 Boulevard, Suite 240W, Beverly Hills, California 90212. CAG will use this payment as follows,
6 seventy percent (70%) for fees of investigation, purchasing and testing for Proposition 65 listed
7 chemicals in various products, and for expert fees for evaluating exposures through various
8 mediums, including but not limited to consumer product, occupational, and environmental
9 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining
10 experts who assist with the extensive scientific analysis necessary for those files in litigation;
11 twenty percent (20%) for administrative costs incurred during investigation and litigation to
12 reduce the public’s exposure to Proposition 65 listed chemicals by notifying those persons and/or
13 entities believed to be responsible for such exposures and attempting to persuade those persons
14 and/or entities to reformulate their products or the source of exposure to completely eliminate or
15 lower the level of Proposition 65 listed chemicals including but not limited to costs of
16 documentation and tracking of products investigated, storage of products, website enhancement
17 and maintenance, computer and software maintenance, investigative equipment, CAG’s
18 member’s time for work done on investigations, office supplies, mailing supplies and postage;
19 and ten percent (10%) to offset the costs of future litigation enforcing Proposition 65 but
20 excluding attorney fees, thereby addressing the same public harm as allegedly in the instant
21 Action. Within 30 days of a request from the Attorney General, CAG shall provide to the
22 Attorney General copies of documentation demonstrating how the above funds have been spent.

24 **4.1.3 Reimbursement of Attorney Fees and Costs:** GREAT STAR shall issue
25 a check in the amount of \$75,000 payable to “Yeroushalmi & Yeroushalmi” as complete
26 reimbursement for any and all reasonable investigation fees and costs, attorneys’ fees, expert fees,
27 and any and all other costs and expenses incurred as a result of investigating, bringing this matter
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1 to the Defendant(s)' attention, litigating, negotiating a settlement in the public interest, and seeking
2 and obtaining court approval of this Consent Judgment.

3 4.2 Other than the payment to OEHHA described above, all payments referenced in
4 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi
5 & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to
6 OEHHA shall be delivered directly to Office of Environmental Health Hazard Assessment, Attn:
7 Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. GREAT STAR shall
8 provide written confirmation to CAG upon payment to OEHHA.

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

10 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
11 behalf of itself and in the public interest, and GREAT STAR and their officers, directors, insurers,
12 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister
13 companies, and their successors and assigns ("Releasees"), and all entities to whom Great Star
14 directly or indirectly distributes or sells Covered Products, including, but not limited to,
15 downstream distributors, wholesalers, customers, retailers including but not limited to Lowe's
16 Home Centers, LLC, its parent, and all subsidiaries and affiliates thereof, and their
17 respective employees, agents and assigns, franchisees, cooperativemembers, licensees, and the
18 successors and assigns of any of them, who may use, maintain,distribute or sell Covered
19 Products ("Downstream Releasees"), of all claims for alleged or actualviolations of Proposition
20 65 for alleged exposures to the Listed Chemical from the CoveredProducts manufactured,
21 distributed or sold by GREAT STAR up through the Effective Date as setforth in the Notice and
22 Complaint. GREAT STAR'S compliance with this Consent Judgment shallconstitute compliance
23 with Proposition 65 with respect to alleged exposures to the Listed Chemicalfrom the Covered
24 Products sold by GREAT STAR, Releasees or Downstream Releasees after theEffective Date.
25 Nothing in this Section affects CAG's right to commence or prosecute an actionunder
26 Proposition 65 against any person other than GREAT STAR, Releasees, or Downstream
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1 Releasees. GREAT STAR, Releasees and Downstream Releasees are hereafter collectively
2 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 actual or alleged
10 violation of Proposition 65 or any other statutory or common law claim regarding the Covered
11 Products manufactured, distributed or sold by the Released Parties through the Effective Date
12 regarding any actual or alleged failure to warn about exposure to the Listed Chemical from the
13 Covered Products. In furtherance of the foregoing, CAG on behalf of itself only, hereby waives
14 any and all rights and benefits which it now has, or in the future may have, conferred upon it with
15 respect to Claims regarding the Covered Products manufactured, distributed or sold by the
16 Released Parties through the Effective Date arising from any violation of Proposition 65 or any
17 other statutory or common law regarding the failure to warn about exposure to the Listed Chemical
18 from the Covered Products by virtue of the provisions of section 1542 of the California Civil Code,
19 which provides as follows:
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21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
22 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
23 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
24 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
25 SETTLEMENT WITH THE DEBTOR.

26 CAG understands and acknowledges that the significance and consequence of this waiver of
27 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
28 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any

violation of Proposition 65 or any other statutory or common law regarding the Covered Products manufactured, distributed or sold by the Released Parties through the Effective Date regarding the failure to warn about actual or alleged exposure to the Listed Chemical from the Covered Products, CAG will not be able to make any claim for those damages, penalties or other relief against the Released Parties. Furthermore, CAG acknowledges that it intends these consequences for any such Claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to the Listed Chemical from the Covered Products as may exist as of the date of this release but which CAG does not know exist, and which, if known, would materially affect their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

6. ENFORCEMENT OF JUDGMENT

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

6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of Violation ("NOV") to GREAT STAR. The NOV shall include for each of the Covered Products: (a) the name of the Covered Products; (b) specific dates when the Covered Product was sold by GREAT STAR in California; (c) the store or other place at which the Covered Product was available for sale to consumers; and (d) any other evidence or support for the allegations in the NOV.

6.2.1 **Non-Contested NOV.** CAG shall take no further action of any kind regarding the alleged violation if, within 60 days of receiving such NOV, GREAT STAR

1 serves a Notice of Election (“NOE”) not to contest the NOV that meets one of the following
2 conditions:

3 (a) A statement that the Covered Product was manufactured or shipped
4 by GREAT STAR for sale in California before the Effective Date; or

5 (b) A statement that since receiving the NOV GREAT STAR has taken
6 corrective action by either: (i) taking all steps necessary to bring the sale of the product
7 into compliance under the terms of this Consent Judgment; or (ii) requesting that its
8 customers or stores in California, as applicable, remove the Covered Product identified in
9 the NOV from sale in California and destroy or return the Covered Product to GREAT
10 STAR or vendor, as applicable; or (iii) refute the information provided in the NOV.

11 6.2.2 **Contested NOV.** GREAT STAR may serve a Notice of Election (“NOE”)
12 informing CAG of its election to contest the NOV within 60 days of receiving the NOV.

13 (a) In its election, GREAT STAR may request that the sample(s) of
14 Covered Product tested by CAG be subject to confirmatory testing at an EPA- accredited
15 laboratory.

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

21 (c) If GREAT STAR does not withdraw a NOE to contest the NOV, the
22 Parties shall meet and confer for a period of no less than 30 days before CAG may seek an
23 order enforcing the terms of this Consent Judgment.

24 6.3 In any proceeding brought by either Party to enforce this Consent Judgment as
25 detailed above, the prevailing party shall be entitled to recover its reasonable attorney’s fees and
26 costs.
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1 **7. ENTRY OF CONSENT JUDGMENT**

2 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
3 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
4 GREAT STAR waive their respective rights to a hearing and trial on the allegations in the Notice
5 and Complaint.

6 7.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent
7 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
8 become null and void, and the actions shall revert to the status that existed prior to the execution
9 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
10 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
11 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,
12 or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to
13 modify the terms of the Consent Judgment and to resubmit it for approval.

14 **8. MODIFICATION OF JUDGMENT**

15 8.1 This Consent Judgment may be modified only upon written agreement of the
16 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
17 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

18 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
19 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.
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21 **9. RETENTION OF JURISDICTION**

22 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms
23 of this Consent Judgment under Code of Civil Procedure § 664.6.

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

25 10.1 CAG shall serve a copy of this Consent Judgment, signed by both Parties, on the
26 California Attorney General so that the Attorney General may review this Consent Judgment prior
27 to its submittal to the Court for approval. No sooner than forty-five (45) days after the Attorney
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1 General has received the aforementioned copy of this Consent Judgment, CAG may then submit
2 it to the Court for approval.

3 **11. ATTORNEY FEES**

4 11.1 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 the claims resolved in this Consent Judgment.

6 **12. ENTIRE AGREEMENT**

7 12.1 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 **13. GOVERNING LAW**

14 13.1 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 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
18 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
19 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
20 rendered inapplicable by reason of law generally as to the Covered Products, then GREAT STAR
21 may provide written notice to CAG of any asserted change in the law, and shall have no further
22 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered
23 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve GREAT
24 STAR from any obligation to comply with any other pertinent state or federal law or regulation.

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

14. EXECUTION AND COUNTERPARTS

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

15. NOTICES

15.1 Any notices under this Consent Judgment shall be by delivery of First Class Mail.

If to CAG:

Reuben Yeroushalmi, Esq.
Yeroushalmi & Yeroushalmi
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212

If to GREAT STAR INDUSTRIAL CO., LTD.:

Robert S. Niemann, Esq.
Keller and Heckman LLP
Three Embarcadero Center, Suite 1420
San Francisco, CA 94111

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.

1 AGREED TO:

AGREED TO:

2 Date: 03/26, 2018

Date: March 13, 2018

3 Michael Marcus

R. H. Harrison

4
5 Name: Michael Marcus

Name: Robert H. Harrison

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7 Title: Director
8 CONSUMER ADVOCACY
GROUP, INC.

Title: Executive Vice President
GREAT STAR INDUSTRIAL CO.,
LTD.

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11 IT IS SO ORDERED.

12 Date: _____

13 JUDGE OF THE SUPERIOR COURT
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