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Attorneys for Plaintiff,  
Consumer Advocacy Group, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

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

Plaintiff,

v.

HONG KONG SUPERMARKET OF  
MONTEREY PARK, LTD., a California  
Corporation; JANS ENTERPRISES  
CORPORATION, a California Corporation;  
PT GUNACIPTA MULTIRASA, a business  
entity form unknown; and DOES 1-20;

Defendants.

CASE NO: BC627223

**[PROPOSED] CONSENT JUDGMENT  
BETWEEN PLAINTIFF CONSUMER  
ADVOCACY GROUP, INC., AND  
JANS ENTERPRISES  
CORPORATION**

Dept.: 48

Judge: Hon. Elizabeth Allen White

Complaint file: July 14, 2016

FAC filed: November 22, 2016

1. INTRODUCTION

1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer Advocacy Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the interest of the public, and Defendant JANS Enterprises Corporation (“JANS” or “Defendant”) with each a Party to the action and collectively referred to as “Parties.”

1           **1.2 Defendant and Products**

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

6           1.2.2 Defendant manufactures, causes to be manufactured, sells, or distributes Galangal  
7 Powder, including but not limited to: “Butterfly Since 1942” Galangal Powder, Net. Weight (55g/  
8 2oz) Produced By PT Gunacipta Multirasa Made in Indonesia, Sole. Distributor: JANS Enterprises  
9 Corp (USA). Production Code 450 01, 120516 UPC: 8 992984 610424”

10          1.2.3 Defendant manufactures, causes to be manufactured, sells, or distributes Dried  
11 Anchovies, including but not limited to “Fish Fillet Anchovy”; “Masarap”; “Ikan Teri Net Weight  
12 4.05 oz. (115g)”; “Product of Indonesia”; “Wira Brand”; “Premium Quality”;  
13 “[www.wiracorp.com](http://www.wiracorp.com)”; “Imported by WIRA Corp.”; “0838452001272.”

14           **1.3 Chemical of Concern**

15          1.3.1 Lead and lead compounds, are known to the State of California to cause cancer  
16 and/or birth defects or other reproductive harm.

17           **1.4 Notices of Violation.**

18          1.4.1 On or about December 16, 2015, CAG served a “60-Day Notice of Intent to  
19 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“December  
20 16, 2015 Notice”) that provided the recipients with notice of alleged violations of Health & Safety  
21 Code § 25249.6 for failing to warn individuals in California of exposures to Lead contained in  
22 Galangal Powder sold by JANS. No public enforcer has commenced or diligently prosecuted the  
23 allegations set forth in the December 16, 2015 Notice.

24          1.4.2 On or about July 13, 2017, CAG served a “60-Day Notice of Intent to Sue  
25 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“July 13, 2017  
26 Notice”) that provided the recipients with notice of alleged violations of Health & Safety Code §  
27 25249.6 for failing to warn individuals in California of exposures to Lead contained in Anchovies  
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1 sold by JANS. No public enforcer has commenced or diligently prosecuted the allegations set  
2 forth in the July 13, 2017 Notice.

3 **1.5 Complaints.**

4 1.5.1 On July 14, 2016, CAG filed a Complaint for civil penalties and injunctive  
5 relief (“1<sup>st</sup> Complaint”) in Los Angeles Superior Court, Case No. BC627223, against Defendant  
6 Hong Kong Supermarket. The Complaint alleges, among other things, that Defendant Hong Kong  
7 Supermarket violated Proposition 65 by failing to give clear and reasonable warnings of exposure  
8 to Lead from Galangal Powder.

9 1.5.2 On November 28, 2016, CAG filed its First Amended Complaint for civil  
10 penalties and injunctive relief (“2<sup>nd</sup> Complaint”) in Los Angeles County Superior Court Case No.  
11 BC627223, which included JANS. (The 2<sup>nd</sup> Complaint alleges, among other things, that Defendant  
12 violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead from  
13 Galangal Powder. )

14 1.5.3 On February 17, 2018, CAG filed its Second Amended Complaint for civil  
15 penalties and injunctive relief (“3<sup>rd</sup> Complaint”) in Los Angeles Superior Court Case No.  
16 BC627223, against Defendant. The 3<sup>rd</sup> Complaint alleges, among other things, that Defendant  
17 violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead from  
18 Galangal Powder, and Dried Anchovies.

19 1.5.5 The 1<sup>st</sup> Complaint, 2<sup>nd</sup> Complaint, and 3<sup>rd</sup> Complaint are together referred  
20 to herein as the “Complaints.”

21 **1.6 Consent to Jurisdiction**

22 For purposes of this Consent Judgment, the Parties stipulate that this Court has jurisdiction  
23 over the allegations of violations contained in the Complaints and personal jurisdiction over  
24 Defendant as to the acts alleged in the Complaints, that venue is proper in the County of Los  
25 Angeles and that this Court has jurisdiction to enter this Consent Judgment as a full settlement and  
26 resolution of the allegations contained in the Complaints and of all claims which were or could  
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1 have been raised by any person or entity based in whole or in part, directly or indirectly, on the  
2 facts alleged therein or arising therefrom or related thereto.

### 3 1.7 No Admission

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

## 19 2. DEFINITIONS

20 2.1 “Galangal Covered Products” means: Galangal Powder, which includes but is not limited  
21 to: “Butterfly Since 1942” Galangal Powder, Net. Weight (55g/ 2oz) Produced By PT Gunacipta  
22 Multirasa Made in Indonesia, Sole. Distributor: JANS Enterprises Corp (USA). Production Code  
23 450 01, 120516 UPC: 8 992984 610424,” sold only by Defendant.

24 2.2 “Anchovies Covered Products” means Dried Anchovies, which includes but is not limited  
25 to, ““Fish Fillet Anchovy”; “Masarap”; “Ikan Teri Net Weight 4.05 oz. (115g)”; “Product of  
26 Indonesia”; “Wira Brand”; “Premium Quality”; “[www.wiracorp.com](http://www.wiracorp.com)”; “Imported by WIRA  
27 Corp.”; “0838452001272,” sold only by Defendant.

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

2.4 “Lead” means lead and lead compounds.

2.7 “Listed Chemical” means Lead.


2.8 “Notices” means the December 16, 2015 Notice, and July 13, 2017 Notice.

3. INJUNCTIVE RELIEF & CLEAR AND REASONABLE WARNINGS.


3.1 Galangal Covered Products: After the Effective Date, Defendant shall not sell, offer for sale in California, or ship for sale in California any Galangal Covered Products unless Defendant has either (a) reformulated the Galangal Covered Products to the point where the level of Lead does not exceed more than 40 ppb (parts per billion), or, (b) if the Galangal Covered Products exceed 40 ppb of Lead, provide a Proposition 65 compliant warning on the Galangal Covered Products. Any warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the Galangal Covered Products, and be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. The Parties agree that product labeling stating that:

**WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

or

 **WARNING:** Consuming this product can expose you to chemicals including [name of one or more chemicals], which is [are] 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/food](http://www.P65Warnings.ca.gov/food).

or


 **WARNING:** Consuming this product can expose you to chemicals 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/food](http://www.P65Warnings.ca.gov/food).

1 shall constitute compliance with Proposition 65 with respect to the Listed Chemicals in the  
2 Galangal Covered Products, distributed and/or sold by the Defendant after the Effective Date.


3 3.2 Anchovies Covered Products: After the Effective Date, Defendant shall not sell,  
4 offer for sale in California, or ship for sale in California any Anchovies Covered Products unless  
5 Defendant has either (a) reformulated the Anchovies Covered Products to the point where the level  
6 of Lead does not exceed more than 40 ppb, or (b) if the Anchovies Covered Products exceeds 40  
7 ppb of Lead, provide a Proposition 65 compliant warning on the Anchovies Covered Products.  
8 Any warning provided pursuant to this section shall be affixed to the packaging of, or directly on,  
9 the Anchovies Covered Products, and be prominently placed with such conspicuousness as  
10 compared with other words, statements, designs, or devices as to render it likely to be read and  
11 understood by an ordinary individual under customary conditions before purchase or use. The  
12 Parties agree that product labeling stating that:

13  
14 **WARNING:** This product contains chemicals known to the State of California to cause  
15 cancer and birth defects or other reproductive harm.

16 or

17  **WARNING:** Consuming this product can expose you to chemicals including [name of  
18 one or more chemicals], which is [are] known to the State of California to cause cancer and  
19 birth defects or other reproductive harm. For more information go to  
20 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

21 or

22  **WARNING:** Consuming this product can expose you to chemicals known to the State  
23 of California to cause cancer and birth defects or other reproductive harm. For more  
24 information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

25 shall constitute compliance with Proposition 65 with respect to the Listed Chemicals in the  
26 Anchovies Covered Products, distributed and/or sold by the Defendant after the Effective Date.

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1           4.       SETTLEMENT PAYMENT

2           4.1       **Payment and Due Date:** Within seven (7) days of the Effective Date, Defendant  
3 shall pay a total of ninety-five thousand dollars and zero cents (\$95,000.00) in full and complete  
4 settlement of all monetary claims by CAG related to the Notices, as follows:

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

8                           (a) Defendant will issue one check made payable to the State of California's  
9 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of four thousand  
10 two-hundred ninety dollars (\$4,290.00) representing 75% of the total penalty and Defendant will  
11 issue a second check to CAG in the amount of one thousand four-hundred and thirty dollars  
12 (\$1,430) representing 25% of the total penalty;

13                           (b) Separate 1099s shall be issued for each of the above payments:  
14 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-  
15 0284486) in the amount of \$4,290.00. Defendant will also issue a 1099 to CAG in the amount of  
16 \$1,430.00 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite  
17 240W, Beverly Hills, California 90212.

18                   4.1.2   **Additional Settlement Payments:** Defendant shall issue a separate check  
19 in the amount of four thousand two-hundred eighty dollars (\$4,280.00), paid as an additional  
20 settlement payment ("ASP") to "Consumer Advocacy Group, Inc." pursuant to Health & Safety  
21 Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). CAG will use this  
22 payment as follows, eighty five percent (85%) for fees of investigation, purchasing and testing for  
23 Proposition 65 listed chemicals in various products, and for expert fees for evaluating exposures  
24 through various mediums, including but not limited to consumer product, occupational, and  
25 environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and  
26 retaining experts who assist with the extensive scientific analysis necessary for those files in  
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1 litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding attorney  
2 fees; fifteen percent (15%) for administrative costs incurred during investigation and litigation to  
3 reduce the public's exposure to Proposition 65 listed chemicals by notifying those persons and/or  
4 entities believed to be responsible for such exposures and attempting to persuade those persons  
5 and/or entities to reformulate their products or the source of exposure to completely eliminate or  
6 lower the level of Proposition 65 listed chemicals including but not limited to costs of  
7 documentation and tracking of products investigated, storage of products, website enhancement  
8 and maintenance, computer and software maintenance, investigative equipment, CAG's member's  
9 time for work done on investigations, office supplies, mailing supplies and postage. Within 30  
10 days of a request from the Attorney General, CAG shall provide to the Attorney General copies of  
11 documentation demonstrating how the above funds have been spent. CAG shall be solely  
12 responsible for ensuring the proper expenditure of such additional settlement payment.

13           **4.1.3 Reimbursement of Attorney's Fees and Costs:** Defendant shall pay  
14 eighty-five thousand dollars (\$85,000.00) payable to "Yeroushalmi & Yeroushalmi" as  
15 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs  
16 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, and  
17 negotiating a settlement in the public interest.

18           **4.2** Other than the payment to OEHHA described above, all payments referenced in  
19 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi  
20 & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to  
21 OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike  
22 Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with  
23 payment to OEHHA, Defendant shall provide CAG with written confirmation that the payment to  
24 OEHHA was delivered.  
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1 5. MATTERS COVERED BY THIS CONSENT JUDGMENT

2 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on  
3 behalf of itself and in the public interest, and Defendant and their officers, directors, insurers,  
4 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister  
5 companies, and their successors and assigns (“Defendant Releasees”), and each entity to whom  
6 Defendant directly or indirectly distributes or sells the Galangal Covered Products and/or  
7 Anchovies Covered Products, including, but not limited to, downstream distributors, wholesalers,  
8 customers, retailers, franchisees, cooperative members, licensees, and the successors and assigns  
9 of each of them, who may use, maintain, distribute or sell Galangal Covered Products and/or  
10 Anchovies Covered Products, including without limitation Defendant Hong Kong Supermarket  
11 (“Downstream Defendant Releasees”), for all claims for violations of Proposition 65 up through  
12 the Effective Date based on exposure to the Lead from Galangal Covered Products, and/or Lead  
13 from Anchovies Covered Products as set forth in the Notices. Defendant’s and Defendant  
14 Releasees’ compliance with this Consent Judgment shall constitute compliance with Proposition  
15 65 with respect to exposure to the Lead from Galangal Covered Products, and/or exposure to Lead  
16 in Anchovies Covered Products. Nothing in this Section affects CAG’s right to commence or  
17 prosecute an action under Proposition 65 against any person other than Defendant, Defendant  
18 Releasees or Downstream Defendant Releasees. (Defendant, Defendant Releasees or Downstream  
19 Defendant Releasees herein referred to as “Released Parties”)  
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21 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,  
22 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
23 indirectly, any form of legal action and releases all claims, including, without limitation, all  
24 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,  
25 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert  
26 fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown, fixed or  
27 contingent (collectively “Claims”), against the Released Parties arising from any violation of  
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1 Proposition 65 or any other statutory or common law regarding the failure to warn about exposure  
2 to the Lead from the Galangal Covered Products and/or to Lead from the Anchovies Covered  
3 Products. In furtherance of the foregoing, as to alleged exposures to the Lead from the Galangal  
4 Covered Products and/or the Anchovies Covered Products, CAG on behalf of itself only, hereby  
5 waives any and all rights and benefits which it now has, or in the future may have, conferred upon  
6 it with respect to 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 Galangal Covered  
8 Products and/or Lead from the Anchovies Covered Products, by virtue of the provisions of section  
9 1542 of the California Civil Code, which provides as follows:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
11 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
12 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN  
13 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER  
SETTLEMENT WITH THE DEBTOR.

14 CAG understands and acknowledges that the significance and consequence of this waiver of  
15 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
16 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
17 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
18 about exposure to the Lead from the Galangal Covered Products and Lead from the Anchovies  
19 Covered Products, including but not limited to any exposure to, or failure to warn with respect to  
20 exposure to Lead from the Galangal Covered Products and/or the Anchovies Covered Products,  
21 CAG will not be able to make any claim for those damages against the Released Parties.  
22 Furthermore, CAG acknowledges that it intends these consequences for any such Claims arising  
23 from any violation of Proposition 65 or any other statutory or common law regarding the failure  
24 to warn about exposure to the Lead from the Galangal Covered Products and to Lead from the  
25 Anchovies Covered Products, as may exist as of the date of this release but which CAG does not  
26 know exist, and which, if known, would materially affect their decision to enter into this Consent  
27 Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight, error,  
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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, giving the notice required by law, 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 90-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 Defendant. The NOV shall include for each of the Covered Products: Any notice to Defendant must contain (a) the name of the product, (b) specific dates when the product was sold in California, (c) the store or other place at which the product was available for sale to consumers, and (d) any other evidence or other support for the allegations in the notice.

6.2.1 **Non-Contested NOV.** CAG shall take no further action regarding the alleged violation if, within 60 days of receiving such NOV, Defendant serves a Notice of Election ("NOE") that meets one of the following conditions:

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

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

1           **6.2.2 Contested NOV.** Defendant may serve a Notice of Election (“NOE”)  
2 informing CAG of its election to contest the NOV within 30 days of receiving the NOV.

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

5           (b) If the confirmatory testing establishes that the Galangal Covered  
6 Products do not contain any of the Listed Chemicals in excess of the levels allowed in  
7 Section 3.1 above or that the Anchovies Covered Products do not contain Lead in excess  
8 of the level allowed in Section 3.2 above, CAG shall take no further action regarding the  
9 alleged violation. If the testing does not establish compliance with Section 3.1 or 3.2,  
10 above, Defendant may withdraw its NOE to contest the violation and may serve a new  
11 NOE pursuant to Section 6.2.1.

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

15           **6.3** In any proceeding brought by either Party to enforce this Consent Judgment, the  
16 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

## 17 **7. ENTRY OF CONSENT JUDGMENT**

18           **7.1** 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 Defendants waive their respective rights to a hearing or trial on the allegations of the Complaint.

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

3 7.3 CAG will file a request for a dismissal without prejudice for all defendants in the  
4 Complaints who are not parties to this Consent Judgment but are Downstream Defendant  
5 Releasees, within ten (10) days of the Effective Date.

6 **8. MODIFICATION OF JUDGMENT**

7 8.1 This Consent Judgment may be modified only upon written agreement of the  
8 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
9 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

10 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
11 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

12 **9. RETENTION OF JURISDICTION**

13 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms  
14 of this Consent Judgment under Code of Civil Procedure § 664.6.

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

16 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
17 California Attorney General so that the Attorney General may review this Consent Judgment prior  
18 to its submittal to the Court for approval. No sooner than forty-five (45) days after the Attorney  
19 General has received the aforementioned copy of this Consent Judgment, the parties may then  
20 submit it to the Court for approval.

21 **11. ATTORNEY FEES**

22 11.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its  
23 own attorneys' fees and costs in connection with this action.

24 **12. ENTIRE AGREEMENT**

25 12.1 This Consent Judgment contains the sole and entire agreement and understanding  
26 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,  
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1 negotiations, commitments and understandings related hereto. No representations, oral or  
2 otherwise, express or implied, other than those contained herein have been made by any party  
3 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
4 to exist or to bind any of the Parties.

### 5 **13. GOVERNING LAW**

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

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

19 13.3 The Parties, including their counsel, have participated in the preparation of this  
20 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
21 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
22 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
23 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
24 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
25 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
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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 personal delivery of First Class Mail.

If to CAG:

Yeroushalmi & Yeroushalmi  
9100 Wilshire Boulevard, Suite 240W  
Beverly Hills, CA 90212  
(310) 623-1926

If to Defendant JANS Enterprises Corporation:

/// Michael J. Stiles  
Stiles Pomeroy LLP  
790 E. Green St.  
Pasadena, California 91101  
Ph.: (626) 243-5599  
Fax: (626) 389-0599

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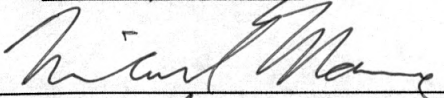
///

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:

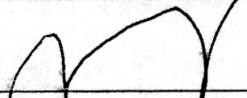
7 Date: 05/01, 2018

8   
9 Name: Michael Marcus

10 Title: Director  
11 CONSUMER ADVOCACY GROUP, INC.

AGREED TO:

7 Date: APRIL 20<sup>th</sup>, 2018

8   
9 Name: ANTHONY KARTAWINATA

10 Title: PRESIDENT  
11 JANS ENTERPRISES CORPORATION

12 **IT IS SO ORDERED.**

13  
14 Date: \_\_\_\_\_

15 \_\_\_\_\_  
16 JUDGE OF THE SUPERIOR COURT  
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