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Attorneys for Plaintiff,
Consumer Advocacy Group, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

Plaintiff,

v.

VIVA BARGAIN CENTER, INC., a
California Corporation; VIVA BARGAIN
CENTER, a business entity form unknown;
CRAZY Q BARGAIN, a California
Corporation; ATLAPAC TRADING
COMPANY, INC., a California Corporation;
LA LUO CHENG, INC., a business entity
form unknown; ACME FOOD SALES, INC.,
a Washington Corporation;
TRANSNATIONAL FOODS, INC., a
Florida Profit Corporation; and DOES 1-70;

Defendants.

CASE NO. BC642673

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

[Assigned For All Purposes to Honorable
Elizabeth Allen White in Dept. 48]

Complaint filed: December 2, 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 GMI Group, Inc. dba Crazy Q Bargain, (“Defendant”), each a Party to the action and collectively referred to as “Parties.” This Consent Judgment is intended to fully

1 resolve all claims, demands, and allegations related to this action and the Notices of Violation
2 referred to herein.

3 **1.2 Defendant and Products**

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

9 1.2.2 CAG alleges that Defendant manufactured, caused to be manufactured,
10 sold, and/or distributed flip flops as defined in the Notices.

11 **1.3 Chemicals of Concern**

12 1.3.1 Diethyl Hexyl Phthalate, also known as Bis (2-ethylhexyl) phthalate
13 (“DEHP”) is known to the State of California to cause cancer and birth defects or other
14 reproductive harm.

15 1.3.2 Di-n-butyl phthalate (“DBP”) is known to the State of California to cause
16 birth defects or other reproductive harm.

17 **1.4 Notices of Violation.**

18 1.4.1 On February 19, 2016, CAG served Defendant, and various public
19 enforcement agencies, with a document entitled “60-Day Notice of Intent to Sue for Violation of
20 the Safe Drinking Water and Toxic Enforcement Act of 1986” (“February 19, 2016 Notice”) that
21 provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for
22 failing to warn individuals in California of alleged exposures to DEHP AND DBP contained in
23 Flip Flops. No public enforcer has commenced or diligently prosecuted the allegations set forth
24 in the February 19, 2016 Notice.

25 1.4.2 On April 20, 2016, CAG served Defendant, and various public
26 enforcement agencies, with a document entitled “60-Day Notice of Intent to Sue for Violation of
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1 the Safe Drinking Water and Toxic Enforcement Act of 1986” (“April 20, 2016 Notice”) that
2 provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for
3 failing to warn individuals in California of alleged exposures to DEHP AND DBP contained in
4 Flip Flops. No public enforcer has commenced or diligently prosecuted the allegations set forth
5 in the April 20, 2016 Notice.

6 1.4.3 On April 10, 2018, CAG served Defendant, and various public
7 enforcement agencies, with a document entitled “60-Day Notice of Intent to Sue for Violation of
8 the Safe Drinking Water and Toxic Enforcement Act of 1986” (“April 10, 2018 Notice”) that
9 provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for
10 failing to warn individuals in California of alleged exposures to DEHP AND DBP contained in
11 Flip Flops. No public enforcer has commenced or diligently prosecuted the allegations set forth
12 in the April 10, 2018 Notice.

13 1.4.4 On August 22, 2018, CAG served Defendant, and various public
14 enforcement agencies, with a document entitled “60-Day Notice of Intent to Sue for Violation of
15 the Safe Drinking Water and Toxic Enforcement Act of 1986” (“August 22, 2018 Notice”) that
16 provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for
17 failing to warn individuals in California of alleged exposures to DBP contained in Flip Flops
18 with Polymer Components. No public enforcer has commenced or diligently prosecuted the
19 allegations set forth in the August 22, 2018 Notice.

20 1.5 **Complaint.**

21 On December 2, 2016, CAG filed a Complaint for civil penalties and injunctive relief
22 (“Complaint”) in Superior Court of California County of Los Angeles, Case No. BC642673,
23 against Defendant, alleging that Defendant violated Proposition 65 by failing to give clear and
24 reasonable warnings of alleged exposure to DEHP and DBP in certain Flip Flops sold and/or
25 distributed in California by Defendant. Defendant denied all allegations. For the purpose of this
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1 Consent Judgement, the Parties stipulate that this Complaint is deemed amended to include the
2 allegations in the April 10, 2018 Notice and the August 22, 2018 Notice.

3 **1.6 Consent to Jurisdiction**

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

11 **1.7 No Admission**

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

2. DEFINITIONS

2.1 “Covered Products” means Flip Flops sold by the Defendant, including but not limited to:

- “Women’s Flip Flops; size L 10/11; style Iconic; color black; dpci 096 13 1529; Distributed by Target Corporation; 7EM0016; F16730088-04/14; RN#17730; CA# 57147; Barcode# 4 90961 31529 7”;
- “Brown size 11 sandals with ‘SPORT’ printed in a yellow and green oval on the strap; “41” and “SDY-0081” printed on the bottom of the sole; cellophane package with a purple band; soccer ball picture with Hermosa along the top of the packaging” and;
- “Black Girl's Flip Flops With Black Glitter Straps” sold by or purchased from Defendant.

2.2 “Effective Date” means the date that the Court approves this Consent Judgment.

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

2.4 “DBP mean Di-n-butyl phthalate (“DBP”)

2.5 “Notices” refers to Plaintiff’s February 19, 2016 Notice, April 20, 2016 Notice, April 10, 2018 Notice and August 22, 2018 Notice.

3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE WARNINGS ON EXISTING INVENTORY

3.1 As of the Effective Date, Defendant shall not sell, offer for sale, or distribute for sale the Covered Products in California unless they are reformulated to contain less than 0.1% by weight (1,000 parts per million) of DEHP and 0.1% of DBP.

3.2 For any Covered Products still existing in Defendant’s inventory as of the Effective Date, Defendant shall place a Proposition 65 compliant warning on them. Any

warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the 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 warning shall state:

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

4. SETTLEMENT PAYMENT

4.1 **Payment:** Defendant shall pay a total of sixty-six thousand five hundred dollars (\$66,500.00) in full and complete settlement of any and all monetary claims by CAG related to the Notices in this action which shall be divided as follows:

4.1.1 **Civil Penalty:** For each Payment, Defendant shall issue two separate checks totaling six thousand five hundred and seventy-five dollars (\$6,575.00) as penalties pursuant to Health & Safety Code § 25249.12 which shall be paid as follows:

(a) Defendant will issue one check made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of four thousand nine hundred thirty-one dollars and twenty-five cents (\$4,931.25) representing 75% of the total penalty and Defendant will issue a second check to CAG in the amount of one thousand six hundred forty-three dollars and seventy-five cents (\$1,643.75) representing 25% of the total penalty;

(b) Separate 1099s shall be issued as follows: Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of \$4,931.25. Defendant will also issue a 1099 to CAG in the amount of \$1,643.75 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:** Defendant shall pay four thousand
2 nine hundred and twenty-five dollars (\$4,925.00) as an additional settlement payment to
3 “Consumer Advocacy Group, Inc.,” pursuant to Health & Safety Code § 25249.7(b), and
4 California Code of Regulations, Title 11 § 3202(d). CAG will use this payment as follows,
5 eighty five percent (85%) for fees of investigation, purchasing and testing for Proposition 65
6 Listed Chemicals in various products, and for expert fees for evaluating exposures through
7 various mediums, including but not limited to consumer product, occupational, and
8 environmental exposures to Proposition 65 Listed Chemicals, and the cost of hiring consulting
9 and retaining experts who assist with the extensive scientific analysis necessary for those files in
10 litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding
11 attorney fees; fifteen percent (15%) for administrative costs incurred during investigation and
12 litigation to reduce the public’s exposure to Proposition 65 Listed Chemicals by notifying those
13 persons and/or entities believed to be responsible for such exposures and attempting to persuade
14 those persons and/or entities to reformulate their products or the source of exposure to
15 completely eliminate or lower the level of Proposition 65 Listed Chemicals including but not
16 limited to costs of documentation and tracking of products investigated, storage of products,
17 website enhancement and maintenance, computer and software maintenance, investigative
18 equipment, CAG’s member’s time for work done on investigations, office supplies, mailing
19 supplies and postage. Within 30 days of a request from the Attorney General, CAG shall provide
20 to the Attorney General copies of documentation demonstrating how the above funds have been
21 spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional
22 settlement payment.
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24 **4.1.3 Reimbursement of Attorney’s Fees and Costs:** Defendant shall pay a
25 total amount of fifty-five thousand dollars (\$55,000.00) to “Yeroushalmi & Yeroushalmi” as
26 reimbursement for reasonable investigation fees and costs, attorneys’ fees, and any other costs
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1 incurred as a result of investigating, bringing this matter to Defendant’s attention, litigating, and
2 negotiating a settlement in the public interest.

3 4.2 **Date and Delivery of Payments:**

4 4.2.1 Defendant shall make payment, pursuant to section 4.1 of this Consent
5 Judgment, within two weeks after the entry date of this Consent Judgment by the Court. Plaintiff
6 shall allow at least 45-days, prior to entry of this Consent Judgment by the Court, for the
7 Attorney General of California to review the settlement and determine it is reasonable.

8 4.2.2 All payments to OEHHA shall be delivered to: Office of Environmental
9 Health Hazard Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento,
10 California 95812. Defendant shall provide written confirmation to CAG upon payment to
11 OEHHA.

12 4.2.3 All payments to CAG and Yeroushalmi & Yeroushalmi, shall be delivered
13 to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W,
14 Beverly Hills, CA 90212.

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

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

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

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

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

1 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
2 about alleged exposure to DEHP and DBP from the Covered Products, including but not limited
3 to any exposure to, or failure to warn with respect to exposure to DEHP and DBP from the
4 Covered Products, CAG will not be able to make any claim for those damages or injunctive
5 relief against the Released Parties. Furthermore, CAG acknowledges that it intends these
6 consequences for any such Claims arising from any violation of Proposition 65 or any other
7 statutory or common law regarding the failure to warn about alleged exposure to DEHP and DBP
8 from Covered Products as may exist as of the date of this release but which CAG does not know
9 exist, and which, if known, would materially affect their decision to enter into this Consent
10 Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight,
11 error, negligence, or any other cause.

12 **6. ENFORCEMENT OF JUDGMENT**

13 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
14 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
15 California, County of Los Angeles, giving the notice required by law, enforce the terms and
16 conditions contained herein. A Party may enforce any of the terms and conditions of this
17 Consent Judgment only after that Party first provides 60 days' notice to the Party allegedly
18 failing to comply with the terms and conditions of this Consent Judgment and attempts to resolve
19 such Party's failure to comply in an open and good faith manner.
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21 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
22 proceeding to enforce the terms of this Consent Judgment, the Party alleging a violation shall
23 provide written notice ("NOV") to the other Party. The NOV shall include information
24 sufficient for the Party alleged to be in violation to be able to understand and correct the
25 violation. With respect to NOVs from CAG relating to the Covered Products, for each of the
26 Covered Products: Any notice to Defendant must contain (a) the name of the product, (b)
27 specific dates when the product was sold in California, (c) the store or other place at which the
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1 product was available for sale to consumers, and (d) any other evidence or other support for the
2 allegations in the notice, including all test data obtained by CAG regarding the Covered
3 Products.

4 **6.2.1 Non-Contested NOV.** For NOVs from CAG relating to the Covered Products,
5 CAG shall take no further action regarding the alleged violation if, within 60 days of receiving
6 such NOV, Defendant serves a Notice of Election (“NOE”) that meets one of the following
7 conditions:

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

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

16 **6.2.2 Contested NOV.** For NOVs from CAG relating to the Covered Products,
17 Defendant may serve a Notice of Election (“NOE”) informing CAG of its election to contest the
18 NOV within 30 days of receiving the NOV.

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

21 (b) If the confirmatory testing establishes that the Covered Products do not contain
22 DEHP and DBP in excess of the levels allowed in Section 3.1, above, CAG shall take no further
23 action regarding the alleged violation. If the testing does not establish compliance with Section
24 3.1, above, Defendant may withdraw its NOE to contest the violation and may serve a new NOE
25 pursuant to Section 6.2.1.
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1 (c) If Defendant does not withdraw a NOE to contest the NOV or take action under
2 Section 6.2.1, above, the Parties shall meet and confer for a period of no less than 30 days before
3 CAG may seek an order enforcing the terms of this Consent Judgment.

4 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the
5 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

6 **7. ENTRY OF CONSENT JUDGMENT**

7 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
8 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG, and
9 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.

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

18 **8. MODIFICATION OF JUDGMENT**

19 8.1 This Consent Judgment may be modified only upon written agreement of the
20 Parties and, if the modification affects a substantive provision of this Consent Judgment, upon
21 entry of a modified Consent Judgment by the Court thereon, or otherwise upon motion of any
22 party as provided by law and upon entry of a modified Consent Judgment by the Court.

23 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
24 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.
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1 **9. RETENTION OF JURISDICTION**

2 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
3 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

4 **10. DUTIES LIMITED TO CALIFORNIA**

5 10.1 This Consent Judgment shall have no effect on Covered Products sold or
6 distributed by Defendant outside the State of California.

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

8 11.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
9 California Attorney General so that the Attorney General may review this Consent Judgment
10 prior to its submittal to the Court for approval. No sooner than forty-five (45) days after the
11 Attorney General has received the aforementioned copy of this Consent Judgment, and in the
12 absence of any written objection by the Attorney General to the terms of this Consent Judgment,
13 the parties may then submit it to the Court for approval.

14 **12. ATTORNEY FEES**

15 12.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its
16 own attorneys' fees and costs in connection with this action.

17 **13. ENTIRE AGREEMENT**

18 13.1 This Consent Judgment contains the sole and entire agreement and understanding
19 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
20 negotiations, commitments and understandings related hereto. No representations, oral or
21 otherwise, express or implied, other than those contained herein have been made by any party
22 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
23 deemed to exist or to bind any of the Parties.
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1 **14. GOVERNING LAW**

2 14.1 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 14.2 The terms of this Consent Judgment shall be governed by the laws of the State of
6 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
7 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
8 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
9 rendered inapplicable by reason of law generally as to the Covered Products, then subject to this
10 Consent Judgment Defendant may provide written notice to CAG of any asserted change in the
11 law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and
12 to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall
13 be interpreted to relieve Defendant from any obligation to comply with any pertinent state or
14 federal law or regulation.

15 14.3 The Parties, including their counsel, have participated in the preparation of this
16 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
17 Consent Judgment was subject to revision and modification by the Parties and has been accepted
18 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty
19 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a
20 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent
21 Judgment agrees that any statute or rule of construction providing that ambiguities are to be
22 resolved against the drafting Party should not be employed in the interpretation of this Consent
23 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.
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1 **15. EXECUTION AND COUNTERPARTS**

2 15.1 This Consent Judgment may be executed in counterparts and by means of
3 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
4 one document and have the same force and effect as original signatures.

5 **16. NOTICES**

6 16.1 Any notices under this Consent Judgment shall be by First Class Mail (with a
7 courtesy copy by email).

8 If to CAG:

9 Yeroushalmi & Yeroushalmi
10 9100 Wilshire Boulevard, Suite 240W
11 Beverly Hills, CA 90212
12 (310) 623-1926;
Email: lawfirm@yerausalmi.com

13 If to Defendant:

14 Erin N. Tramontano
15 KRING & CHUNG, LLP
16 11622 El Camino Real, Suite 100
17 San Diego, CA 92130
18 (858) 436-0268
Email: etramontano@kringandchung.com

19 **17. AUTHORITY TO STIPULATE**

20 17.1 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
22 of the party represented and legally to bind that party.

1 AGREED TO:

2 Date: August 29, 2018

3 Michael Marcus

4 Name: Michael Marcus

5 Title: Director
6 CONSUMER ADVOCACY
7 GROUP, INC.

AGREED TO:

Date: _____, 2018

Name: _____

Title: _____
GMI GROUP, INC. dba CRAZY Q
BARGAIN

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10 **IT IS SO ORDERED.**

11 Date: _____

12 _____
13 Hon. Elizabeth Allen White
14 JUDGE OF THE SUPERIOR COURT

1 AGREED TO:

2 Date: _____, 2018

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4 Name: _____

5 Title: _____

6 CONSUMER ADVOCACY
7 GROUP, INC.

AGREED TO:

8 Date: 8-29, 2018

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10 Name: JONG W. HAM

11 Title: Manager

12 GMI GROUP, INC. dba CRAZY Q
13 BARGAIN

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IT IS SO ORDERED.

Date: _____

Hon. Elizabeth Allen White
JUDGE OF THE SUPERIOR COURT