

1 Reuben Yeroushalmi (SBN 193981)  
Peter T. Sato (SBN 238486)  
2 Ben Yeroushalmi (SBN 232540)  
**YEROUSHALMI & YEROUSHALMI**  
3 An Association of Independent Law Corporations  
9100 Wilshire Boulevard, Suite 240W  
4 Beverly Hills, 90212  
5 Telephone: (310) 623-1926  
Facsimile: (310) 623-1930  
6

7 Attorneys for Plaintiffs,  
Consumer Advocacy Group, Inc.  
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES

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

12 Plaintiff,

13 v.

14  
15 BRISTOL FARMS, a California  
16 Corporation; ENDEAVOUR CAPITAL, a  
business entity form unknown; THE  
17 NAPOLEON CO., a Washington  
Corporation; and DOES 1-20;

18 Defendants.  
19

CASE NO. BC639519

**CONSENT JUDGMENT [PROPOSED]**

Health & Safety Code § 25249.5 *et seq.*

[Assigned For All Purposes to Honorable  
Robert L. Hess in Dept. 24]

Complaint filed: November 3, 2016

20 **1. INTRODUCTION**

21 1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER  
22 ADVOCACY GROUP, INC. (“Plaintiff” or “CAG”), acting on behalf of itself and in the interest  
23 of the public, and Defendant, THE NAPOLEON CO., (“Defendant” or “NAPOLEON”), with each  
24 a Party to the action and collectively referred to as “Parties.”

25 //

26 //

1           **1.2 Defendant and Covered Products**

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

7           1.2.2 CAG alleges that NAPOLEON manufactures, causes to be manufactured,  
8 sells, or distributes certain smoked mussels in California.

9           **1.3 Listed Chemicals**

10           1.3.1 Lead and lead compounds have been listed by the State of California as  
11 known to cause cancer and/or birth defects or other reproductive harm.

12           1.3.2 Cadmium and cadmium compounds have been listed by the State of  
13 California as known to cause cancer and/or birth defects or other reproductive harm.

14           **1.4 Notice of Violation.**

15           1.4.1 On or about June 7, 2016, CAG served NAPOLEON and various public  
16 enforcement agencies with a document titled “60-Day Notice of Intent to Sue for Violation of the  
17 Safe Drinking Water and Toxic Enforcement Act of 1986” (“Notice”) that provided the recipients  
18 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals  
19 in California of exposures to cadmium and cadmium compounds, as well as lead and lead  
20 compounds, contained in certain smoked mussels sold by NAPOLEON in California. No public  
21 enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

22           **1.5 Complaint.**

23           On November 3, 2016, CAG filed a Complaint against Defendant for civil penalties and  
24 injunctive relief (the “Complaint”) in Los Angeles County Superior Court, Case No. BC639519,  
25 alleging that Defendant violated Proposition 65 for allegedly failing to give clear and reasonable  
26

1 warnings of alleged exposure to Lead and Cadmium in certain smoked mussels Defendant  
2 distributed and/or sold in California.

3           **1.6 Consent to Jurisdiction**

4           For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
5 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction  
6 over Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Los  
7 Angeles, and that this Court has jurisdiction to enter this Consent Judgment as a full settlement  
8 and resolution of the allegations against the Defendant contained in the Complaint, and of all  
9 claims which were or could have been raised by any person or entity based in whole or in part,  
10 directly 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 in the Notice or the  
16 Complaint, or of any fact, conclusion of law, issue of law or violation of law of any kind,  
17 including without limitation, any admission concerning any alleged or actual violation of  
18 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, including  
19 but not limited 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 any 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  
27

1 Parties may have in any other or future legal proceeding, except as expressly provided in this  
2 Consent Judgment.

3 **2. DEFINITIONS**

4 2.1 “Covered Products” means Smoked Mussels, which includes but is not limited to,  
5 ““Napoleon®”; “Fancy Smoked Mussels”; “Classic Taste” NET WT. 3.66 OZ (106g); “Family  
6 Owned in the Northwest Since 1903”; “Best Before: April 2018”; “Imported by The Napoleon Co.  
7 Seattle, WA 98134”; “Product of China from Managed Fisheries”; UPC: 0 41253 00341 7” sold  
8 or supplied only by NAPOLEON.

9 2.2 “Effective Date” means the date that this Consent Judgment is approved by the  
10 Court.

11 2.3 “Lead” means lead and lead compounds.

12 2.4 “Cadmium” means cadmium and cadmium compounds.

13 2.5 “Listed Chemicals” means Lead and Cadmium.

14 2.6 “Notice” means Plaintiff’s June 7, 2016 Notice.

15 **3. INJUNCTIVE RELIEF & CLEAR AND REASONABLE WARNINGS.**

16 3.1 After the Effective Date, Defendant shall not sell, offer for sale in California, or  
17 ship for sale in California any Covered Products unless the level of Lead does not exceed 50  
18 parts per billion (“ppb”) and the level for Cadmium does not exceed 85 ppb. For any Covered  
19 Products that exceed 50 ppb for Lead and 85 ppb for Cadmium that are sold in California after  
20 the Effective Date, Defendant must provide a Proposition 65 compliant warning for the Covered  
21 Products as set forth below. Any warning provided pursuant to this section shall be affixed to  
22 the packaging of, or directly on, the Covered Products, and be prominently placed with such  
23 conspicuousness as compared with other words, statements, designs, or devices as to render it  
24 likely to be read and understood by an ordinary individual under customary conditions before  
25 purchase or use. The Parties agree that the following warning language complies with  
26 Proposition 65 with respect to the alleged Listed Chemicals in the Covered Products distributed  
27

1 and/or sold by the Defendant after the Effective Date:

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

4 The parties further agree that Defendant may use any warning that complies with Title 27,  
5 California Code of Regulations, section 25600 *et seq.*, as amended August 30, 2016.

6           3.2 For any Covered Products still existing in Defendant's inventory as of the  
7 Effective Date, Defendant shall place a Proposition 65 compliant warning on them. Any  
8 warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the  
9 Covered Products, and be prominently placed with such conspicuousness as compared with other  
10 words, statements, designs, or devices as to render it likely to be read and understood by an  
11 ordinary individual under customary conditions before purchase or use. The Parties agree that  
12 the following warning language complies with Proposition 65 with respect to the alleged Listed  
13 Chemicals in the Covered Products existing in Defendant's inventory as of the Effective Date:  
14

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

17 The parties further agree that Defendant may use any warning that complies with Title 27,  
18 California Code of Regulations, section 25600 *et seq.*, as amended August 30, 2016.

19 **4. SETTLEMENT PAYMENT**

20           4.1 **Payment and Due Date:** Within ten (10) business days of the Effective Date,  
21 Defendant shall pay a total of seventy thousand dollars and zero cents (\$70,000) in full and  
22 complete settlement of any and all claims for civil penalties, damages, attorney's fees, expert fees  
23 or any other claim for costs, expenses or monetary relief of any kind for claims that were or could  
24 have been asserted in the Notice or Complaint, as follows:

25           4.1.1 **Civil Penalty:** Defendant shall issue two separate checks totaling  
26 \$6,860.00 as follows for alleged civil penalties pursuant to Health & Safety Code § 25249.12:  
27  
28

1 (a) Defendant will issue one check made payable to the State of California's  
2 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of \$5,145  
3 representing 75% of the total civil penalty and Defendant will issue a second check to CAG in the  
4 amount of \$1,715 representing 25% of the total civil penalty;

5 (b) Separate 1099s shall be issued for each of the above payments:  
6 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-  
7 0284486) in the amount of \$5,145. Defendant will also issue a 1099 to CAG in the amount of  
8 \$1,715 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite  
9 240W, Beverly Hills, California 90212.

10 4.1.2 **Additional Settlement Payments:** Defendant shall pay \$5,140 as  
11 additional settlement payments to "Consumer Advocacy Group, Inc." pursuant to Health & Safety  
12 Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). CAG will use this  
13 payment as follows, seventy percent (70%) for fees of investigation, purchasing and testing for  
14 Proposition 65 Listed Chemicals in various products, and for expert fees for evaluating exposures  
15 through various mediums, including but not limited to consumer product, occupational, and  
16 environmental exposures to Proposition 65 Listed Chemicals, and the cost of hiring consulting and  
17 retaining experts who assist with the extensive scientific analysis necessary for those files in  
18 litigation; twenty percent (20%) for administrative costs incurred during investigation and  
19 litigation to reduce the public's exposure to Proposition 65 Listed Chemicals by notifying those  
20 persons and/or entities believed to be responsible for such exposures and attempting to persuade  
21 those persons and/or entities to reformulate their products or the source of exposure to completely  
22 eliminate or lower the level of Proposition 65 Listed Chemicals including but not limited to costs  
23 of documentation and tracking of products investigated, storage of products, website enhancement  
24 and maintenance, computer and software maintenance, investigative equipment, CAG's member's  
25 time for work done on investigations, office supplies, mailing supplies and postage; and ten percent  
26 (10%) to offset the costs of future litigation enforcing Proposition 65 but excluding attorney fees,  
27  
28

1 thereby addressing the same public harm as allegedly in the instant Action. Within 30 days of a  
2 request from the Attorney General, CAG shall provide to the Attorney General copies of  
3 documentation demonstrating how the above funds have been spent.

4           **4.1.3 Reimbursement of Attorney Fees and Costs:** Defendant shall pay  
5 \$58,000 payable to “Yeroushalmi & Yeroushalmi” as complete reimbursement for any and all  
6 reasonable investigation fees and costs, attorneys’ fees, expert fees, and any and all other costs and  
7 expenses incurred as a result of investigating, bringing this matter to the Defendant’s attention,  
8 litigating, negotiating a settlement in the public interest, and seeking and obtaining court approval  
9 of this Consent Judgment.

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

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

17           5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on  
18 behalf of itself and in the public interest, and Defendant and its officers, directors, insurers,  
19 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister  
20 companies, and their successors and assigns (“Defendant Releasees”), and all entities to whom  
21 Defendant directly or indirectly distribute or sell Covered Products, including, but not limited to,  
22 Bristol Farms, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative  
23 members, licensees, and the successors and assigns of any of them, who may use, maintain,  
24 distribute or sell Covered Products (“Downstream Defendant Releasees”), of all claims for alleged  
25 or actual violations of Proposition 65 for alleged exposures to the Listed Chemicals from the  
26 Covered Products manufactured, distributed or sold by Defendant up through the Effective Date.  
27

1 Defendant's and Defendant Releasees' compliance with this Consent Judgment shall constitute  
2 compliance with Proposition 65 with respect to alleged exposures to the Listed Chemicals from  
3 the Covered Products sold by Defendant Releasees or Downstream Defendant Releasees after the  
4 Effective Date. Nothing in this Section affects CAG's right to commence or prosecute an action  
5 under Proposition 65 against any person other than Defendant, Defendant Releasees, or  
6 Downstream Defendant Releasees. Defendant, Defendant Releasees and Downstream Defendant  
7 Releasees are hereafter collectively referred to as the "Released Parties".

8           5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,  
9 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
10 indirectly, any form of legal action and releases all claims, including, without limitation, all  
11 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,  
12 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert  
13 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or  
14 contingent (collectively "Claims"), against the Released Parties arising from any actual or alleged  
15 violation of Proposition 65 or any other statutory or common law claim regarding the Covered  
16 Products manufactured, distributed or sold by the Released Parties through the Effective Date  
17 regarding any actual or alleged failure to warn about exposure to the Listed Chemicals from the  
18 Covered Products. In furtherance of the foregoing, CAG on behalf of itself only, hereby waives  
19 any and all rights and benefits which it now has, or in the future may have, conferred upon it with  
20 respect to Claims regarding the Covered Products manufactured, distributed or sold by the  
21 Released Parties through the Effective Date arising from any violation of Proposition 65 or any  
22 other statutory or common law regarding the failure to warn about exposure to the Listed  
23 Chemicals from the Covered Products by virtue of the provisions of section 1542 of the California  
24 Civil Code, which provides as follows:  
25

26           A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
27           CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
28           FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN



1 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER  
2 SETTLEMENT WITH THE DEBTOR.

3 CAG understands and acknowledges that the significance and consequence of this waiver of  
4 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
5 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
6 violation of Proposition 65 or any other statutory or common law regarding the Covered Products  
7 manufactured, distributed or sold by the Released Parties through the Effective Date regarding the  
8 failure to warn about actual or alleged exposure to the Listed Chemicals from the Covered  
9 Products, CAG will not be able to make any claim for those damages, penalties or other relief  
10 against the Released Parties. Furthermore, CAG acknowledges that it intends these consequences  
11 for any such Claims arising from any violation of Proposition 65 or any other statutory or common  
12 law regarding the failure to warn about exposure to the Listed Chemicals from the Covered  
13 Products as may exist as of the date of this release but which CAG does not know exist, and which,  
14 if known, would materially affect their decision to enter into this Consent Judgment, regardless of  
15 whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any  
16 other cause.

17 **6. ENFORCEMENT OF JUDGMENT**

18 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties  
19 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of  
20 California, Los Angeles County, enforce the terms and conditions contained herein. A Party may  
21 enforce any of the terms and conditions of this Consent Judgment only after that Party first  
22 provides thirty (30) days notice to the Party allegedly failing to comply with the terms and  
23 conditions of this Consent Judgment, and attempts to resolve such Party's failure to comply in an  
24 open and good faith manner.

25 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other  
26 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of Violation  
27

1 (“NOV”) to Defendant. The NOV shall include for each of the Covered Products: (a) the name of  
2 the Covered Products; (b) specific dates when the Covered Product was sold in California; (c) the  
3 store or other place at which the Covered Product was available for sale to consumers; and (d) any  
4 other evidence or support for the allegations in the NOV.

5           6.2.1 **Non-Contested NOV.** CAG shall take no further action of any kind  
6 regarding the alleged violation if, within sixty (60) days of receiving such NOV, Defendant  
7 serves a Notice of Election (“NOE”) not to contest the NOV that meets one of the following  
8 conditions:

9                   (a) A statement that the Covered Product was manufactured or shipped  
10 by Defendant for sale in California before the Effective Date; or

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

17           6.2.2 **Contested NOV.** Defendant may serve a Notice of Election (“NOE”)   
18 informing CAG of its election to contest the NOV within sixty (60) days of receiving the  
19 NOV.  
20

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

23                   (b) If the confirmatory testing establishes that the Covered Products do  
24 not contain the Listed Chemicals in excess of the levels allowed in Section 3.1, above,  
25 CAG shall take no further action regarding the alleged violation. If the testing does not  
26 establish compliance with Section 3.1, above, Defendant may withdraw its NOE to contest  
27 the violation and may serve a new NOE pursuant to Section 6.2.1.  
28

1 (c) If Defendant does not withdraw a NOE to contest the NOV, the  
2 Parties shall meet and confer for a period of no less than thirty (30) days before CAG may  
3 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 and trial on the allegations in the Notices and  
10 Complaint.

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

19 **8. MODIFICATION OF JUDGMENT**

20 8.1 This Consent Judgment may be modified only upon written agreement of the  
21 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
22 any 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.  
25  
26  
27  
28

1 **9. RETENTION OF JURISDICTION**

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

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

5 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
6 California Attorney General so that the Attorney General may review this Consent Judgment prior  
7 to its submittal to the Court for approval. No sooner than forty-five (45) days after the Attorney  
8 General has received the aforementioned copy of this Consent Judgment, CAG may then submit  
9 it to the Court for approval.

10 **11. ATTORNEY FEES**

11 11.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its  
12 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

13 **12. ENTIRE AGREEMENT**

14 12.1 This Consent Judgment contains the sole and entire agreement and understanding  
15 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,  
16 negotiations, commitments and understandings related hereto. No representations, oral or  
17 otherwise, express or implied, other than those contained herein have been made by any party  
18 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed  
19 to exist or to bind any of the Parties.

20 **13. GOVERNING LAW**

21 13.1 The validity, construction and performance of this Consent Judgment shall be  
22 governed by the laws of the State of California, without reference to any conflicts of law provisions  
23 of California law.

24 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered  
25 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
26 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or  
27

1 rendered inapplicable by reason of law generally as to the Covered Products, then Defendant may  
2 provide written notice to CAG of any asserted change in the law, and shall have no further  
3 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered  
4 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve  
5 Defendant from any obligation to comply with any other pertinent state or federal law or  
6 regulation.

7       13.3 The Parties, including their counsel, have participated in the preparation of this  
8 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
9 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
10 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
11 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
12 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
13 agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
14 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in  
15 this regard, the Parties hereby waive California Civil Code § 1654.

16 **14. EXECUTION AND COUNTERPARTS**

17       14.1 This Consent Judgment may be executed in counterparts and by means of facsimile  
18 or portable document format (pdf), which taken together shall be deemed to constitute one  
19 document and have the same force and effect as original signatures.  
20

21 **15. NOTICES**

22       15.1 Any notices under this Consent Judgment shall be by delivery of First Class Mail.

23       If to CAG:

24       Reuben Yeroushalmi, Esq.  
25       Yeroushalmi & Yeroushalmi  
26       9100 Wilshire Boulevard, Suite 240W  
27       Beverly Hills, CA 90212  
28

If to Defendant NAPOLEON:

Peg Carew Toledo  
Peg Carew Toledo, Law Corporation  
3001 Douglas Blvd., Suite 340  
Roseville, CA 95661

**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.

AGREED TO:

Date: August 7, 2017

Michael Marcus

Name: Michael Marcus

Title: Director  
CONSUMER ADVOCACY GROUP,  
INC.

AGREED TO:

Date: August 7, 2017

J. A. MAGNANO

Name: J. A. MAGNANO

Title: PRESIDENT  
THE NAPOLEON CO.

**IT IS SO ORDERED.**

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

\_\_\_\_\_

JUDGE OF THE SUPERIOR COURT