

Attorneys for Plaintiff
CONSUMER ADVOCACY GROUP, INC.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

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

Plaintiff,

VS.

VALU MART COMPANY, a California Corporation, et al.,

Defendants.

Case No. BC679776

[PROPOSED] CONSENT JUDGMENT

Honorable Thomas D. Long
Dept.: 48
Trial Date: March 6, 2023

1 **I. INTRODUCTION**

2 1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER
3 ADVOCACY GROUP, INC. ("Plaintiff" or "CAG") acting on behalf of itself and in the interest of
4 the public, and Defendant, SOOFER COMPANY, INC. ("Defendant" or "Soofer") with each a
5 Party to the action and collectively referred to as "Parties."

6 **1.2 Defendant and Covered Products**

7 1.2.1 For purposes of this Consent Judgment only, the Parties stipulate that Soofer
8 employs ten or more persons, is a person in the course of doing business for purposes of the Safe
9 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§25249.6 et
10 seq. ("Proposition 65"), and sells, manufactures, offers for sale and/or distributes Ground Ginger,
11 Whole Ginger, Ground Clove and Ground Anise products in California, more particularly identified
12 as "Covered Products" in ¶2.1 below.

13 **1.3 Relevant Chemical**

14 1.3.1 Lead and Lead Compounds ("Lead" or "Chemical") is a chemical known to
15 the State of California to cause cancer and/or birth defects or other reproductive harm.

16 **1.4 Notices of Violation**

17 1.4.1 On or about February 10, 2017, CAG served Soofer and various public
18 enforcement agencies with a document titled "60-Day Notice of Intent to Sue for Violation of the
19 Safe Drinking Water and Toxic Enforcement Act of 1986" (AG#2017-00176) ("February 10, 2017
20 Notice") that provided the recipients with notice of alleged violations of Health & Safety Code §
21 25249.6 for failing to warn individuals in California of exposures to Lead contained in ground
22 ginger products offered for sale by Soofer in California. No public enforcer has commenced or
23 diligently prosecuted the allegations set forth in the February 10, 2017 Notice.

24 1.4.2 On or about April 26, 2017, CAG served Soofer and various public
25 enforcement agencies with a document titled "60-Day Notice of Intent to Sue for Violation of the
26 Safe Drinking Water and Toxic Enforcement Act of 1986" (AG#2017-00591) ("April 26, 2017
27 Notice") that provided the recipients with notice of alleged violations of Health & Safety Code §
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1 25249.6 for failing to warn individuals in California of exposures to Lead contained in whole
2 ginger, ground clove and ground anise products offered for sale by Soofer in California. No public
3 enforcer has commenced or diligently prosecuted the allegations set forth in the April 26, 2017
4 Notice.

5 1.4.3 Collectively, the February 10, 2017 Notice and the April 26, 2017 Notice
6 shall hereinafter be referred to as the “Notices”.

7 **1.5 Complaint**

8 1.5.1 On October 9, 2017, CAG filed a Complaint; and on February 2, 2018 CAG
9 filed a First Amended Complaint (“Complaint”) against Soofer, for civil penalties and injunctive relief
10 in Los Angeles County Superior Court, Case N° BC679776. The Complaint alleges, among other
11 things, that Defendant violated Proposition 65 by failing to give clear and reasonable warnings of
12 exposure to Lead from the Covered Products (see ¶2.1 below for definition).

13 **1.6 Consent to Jurisdiction**

14 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
15 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction over
16 Soofer as to the acts alleged in the Complaint, that venue is proper in the County of Los Angeles,
17 and that this Court has jurisdiction to enter this Consent Judgment as a full, final and binding
18 settlement and resolution of the allegations against Soofer contained in the Notices and Complaint,
19 and of all claims which were or could have been raised by any person or entity based in whole or in
20 part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

21 **1.7 No Admission**

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

11 **2. DEFINITIONS**

12
13 **2.1 "Covered Products"** means, collectively, powdered ginger, whole ginger, ground
14 clove, ground anise seeds, including but not limited to:

15 2.1.1 “Sadaf®; POWDER GINGER; INGREDIENTS: GINGER POWDER; NET
16 WT/POIDS NET 2 OZ (56g); 052851112562; For Mediterranean Recipes
17 visit: www.sadaf.com; SADAF FOODS, Los Angeles, California 90058,
USA.; ® Sadaf is a registered trademark of Soofer Co., Inc.; © Copyright
Soofer Co, Inc. 2012; Packed in USA”;

18 2.1.2 “Sadaf®; 'Superior Quality Calidad Superior'; 'Ginger Whole';
19 'www.Sadaf.com'; 'Net Wt. 0.75 Oz. (21g)'; 'Packed by: Sadaf Foods, Los
Angeles, CA 90058 USA'; 171204X710; 052851212552”;

20 2.1.3 “Sadaf®; 'Stay Fresh Resealable Bag '; 'Quality You Can Trust '; 'Ground
21 Clove '; 'ClouDe Girofle Moulou '; 'Clavo Molido '; 'Ingredients: Ground
22 Clove'; 'Net Wt/Poids Net 1.5 oz (42g)'; 'For Mediterranean Recipes visit:
www.Sadaf.com'; 'Packed in USA'; 052851111411”

23 2.1.4 “Sadaf'; 'Stay Fresh Resealable Bag '; 'Ground Anise Seeds '; 'Anis Vert
24 Moulou '; 'Quality You Can Trust'; 'Net Wt/Poids Net 4 oz (113g)';
'www.Sadaf.com'; 'Sadaf Foods'; 052851110087”

25 “Covered Products” are limited to those sold, offered for sale, manufactured, distributed
26 and/or supplied by Soofer Company, Inc., its assigns or successors.

27 2.2 "Effective Date" means the date that this Consent Judgment is approved and entered
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1 as a Judgment by the Court.

2 2.3 "Lead" means Lead and Lead Compounds.

3 2.4 "Notices" means Plaintiff's February 10, 2017 Notice and April 26, 2017 Notice.

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

5 **3.1 Reformulation Standard**

6 3.1.1 As of sixty (60) days after the Effective Date (the "Compliance Date"), Soofer will
7 not sell, offer for sale or ship for sale, the Covered Products, in California, unless the Covered
8 Products: (a) do not exceed 720 parts per billion ("ppb") of Lead ("Reformulation Standard"); or (b)
9 the respective Covered Products in Soofer's existing inventory as of the Compliance Date are
10 distributed, sold, or offered for sale with a clear and reasonable warning as described in Section 3.2.
11 The provisions of this Section 3 shall not apply to any Covered Products that have been sold or
12 distributed by Soofer or are in Soofer's inventory prior to the Compliance Date.

13 3.1.2 The Reformulation Standard also specifically applies to, but is not limited to, all
14 brands of Covered Products specifically owned by Soofer (if any).

15 3.1.3 Within sixty (60) days of the Effective Date, Soofer shall notify and demand from its
16 vendors or suppliers from whom Soofer purchases the Covered Products to ensure that all Covered
17 Products that Soofer purchases from its vendors or suppliers and sold in its California stores shall
18 not contain more than 720 ppb of Lead.

19 3.1.4 The methods as to Soofer's compliance with this Consent Judgment and Soofer's
20 opportunity to cure alleged lack of compliance with this Consent Judgment are set forth in ¶6.1, et
21 seq. below.

22 **3.2 Clear and Reasonable Warnings**

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24
25 For any Covered Products whose Lead content exceeds 720 ppb still existing in
26 Defendant's inventory or inventories as of sixty (60) days after the Effective Date, Defendant shall
27 place a clear and reasonable Proposition 65 compliant warning on them, consistent with 27 CCR

§25600 *et seq.* In consideration of the fact that Defendant has agreed to only order for manufacture reformulated Covered Products, the Parties agree to the following language for the Covered Products in existing inventory that contains more than 720 ppb:

WARNING: Consuming this product can expose you to chemicals including Lead, which 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.

Or:

 Cancer and Reproductive Harm - www.P65Warnings.ca.gov

4. SETTLEMENT PAYMENT

4.1 **Payment and Due Date:** Soofer shall pay a total of one hundred thousand dollars and zero cents (\$100,000) in full and complete settlement of all monetary claims by CAG related to the Notices and Complaint, as follows:

4.1.1 **Civil Penalty:** Soofer shall issue separate checks totaling Eleven Thousand Four Hundred Forty dollars (\$11,440.00) as penalties pursuant to Health & Safety Code §25249.12:

(a) Within thirty (30) days of the Effective Date, Soofer will issue payment made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of Eight Thousand Five Hundred Eighty dollars (\$8,580.00) representing 75% of the total penalty; and

(b) Within thirty (30) days of the Effective Date, Soofer will issue payment to "Consumer Advocacy Group, Inc." in the amount of Two Thousand Eight Hundred Sixty dollars (\$2,860.00) representing 25% of the total penalty; and

(c) Separate 1099s shall be issued for each of the above payments: Soofer will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) for the amount of Eight Thousand Five Hundred Eighty dollars (\$8,580.00). Soofer will also issue a 1099 to CAG c/o Law Offices of Kenneth W. Ralidis, apc, 3435 Wilshire Boulevard, 27th Floor, Los Angeles, California 90010 for the amount of Two Thousand Eight Hundred Sixty dollars (\$2,860.00).

(d) The payment to OEHHA shall be delivered directly to Office of Environmental

1 Health Hazard Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento,
2 California 95812. Defendant shall provide written confirmation to CAG concurrently with payment
3 to OEHHA.

4 **4.1.2 Additional Settlement Payment:** Soofer shall pay Eight Thousand Five
5 Hundred Sixty dollars (\$8,560.00) in lieu of civil penalties to “Consumer Advocacy Group, Inc.”
6 CAG will use this portion of the Total Settlement Payment as follows, eighty percent (80%) for fees
7 of investigation, purchasing and testing for Proposition 65 Listed Chemicals in various products,
8 and for expert fees for evaluating exposures through various mediums, including but not limited to
9 consumer product, occupational, and environmental exposures to Proposition 65 Listed Chemicals,
10 and the cost of hiring consulting and retaining experts who assist with the extensive scientific
11 analysis necessary for those files in litigation and to offset the costs of future litigation enforcing
12 Proposition 65 but excluding attorney fees; twenty percent (20%) for administrative costs incurred
13 during investigation and litigation to reduce the public's exposure to Proposition 65 Listed
14 Chemicals by notifying those persons and/or entities believed to be responsible for such exposures
15 and attempting to persuade those persons and/or entities to reformulate their products or the source
16 of exposure to completely eliminate or lower the level of Proposition 65 Listed Chemicals including
17 but not limited to costs of documentation and tracking of products investigated, storage of products,
18 website enhancement and maintenance, computer and software maintenance, investigative
19 equipment, CAG's member's time for work done on investigations, office supplies, mailing supplies
20 and postage. Within 30 days of a request from the Attorney General, CAG shall provide to the
21 Attorney General copies of documentation demonstrating how the above funds have been spent.
22 CAG shall be solely responsible for ensuring the proper expenditure of such additional settlement
23 payment. The payment shall be made payable to “Consumer Advocacy Group, Inc.” and delivered
24 to the address at §4.2 below.

25 **4.1.3 Reimbursement of Attorney Fees and Costs:** Soofer shall pay a total of
26 Eighty thousand dollars (\$80,000.00) (hereinafter “Attorneys’ Fees”) in separate allotments
27 following the payment plan set forth below to “Law Offices of Kenneth W. Ralidis, aplc,” as
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1 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs
2 incurred as a result of investigating, bringing this matter to Soofer's attention, litigating, and
3 negotiating a settlement in the public interest. The payment of the Attorneys' Fees shall be made
4 payable to "Law Offices of Kenneth W. Ralidis, aplc" and delivered to the address at §4.1.4 below
5 under the following payment plan: (a) Within two (2) months of the Effective Date, Soofer shall pay
6 \$20,000.00 to Mr. Ralidis; (b) within one hundred and five (105) days of the Effective Date, Soofer
7 shall pay \$30,000.00 to Mr. Ralidis; and (c) within five (5) months of the Effective Date, Soofer
8 shall pay \$30,000.00 to Mr. Ralidis.

9 4.1.4 All payments pursuant to §4.1 shall be delivered via overnight mail to:
10 Kenneth Ralidis, Law Offices of Kenneth W. Ralidis, aplc, 3435 Wilshire Boulevard, 27th Floor,
11 Los Angeles, California 90010 or such other method agreed to by Soofer and CAG

12 **5. RELEASE OF ALL CLAIMS**

13 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on
14 behalf of itself and in the public interest, and also for the benefit of CAG, its agents, representatives,
15 officers, directors and counsel, on the one hand, and Soofer and its officers, directors, insurers,
16 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, attorneys,
17 sister companies and their successors and assigns ("Defendant Releasees"), on the other hand, for
18 all claims for violations of Proposition 65 up through the Effective Date based on exposure to Lead
19 from the Covered Products. Soofer's, Defendant Releasees', and Downstream Releasees'
20 compliance with this Consent Judgment shall constitute compliance with Proposition 65 with
21 respect to Lead from the Covered Products. Nothing in this Section affects CAG's right to
22 commence or prosecute an action under Proposition 65 against any person other than Soofer,
23 Defendant Releasees and Downstream Releasees.

24 5.2 CAG, on behalf of itself, its past and current agents, representatives, attorneys,
25 successors, and/or assignees, and in the public interest, hereby waives all rights to institute or
26 participate in, directly or indirectly, any form of legal action and releases all claims, including,
27 without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,
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1 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,
2 investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or
3 unknown, fixed or contingent (collectively "Claims"), against Soofer, Defendant Releasees, and
4 each of their distributors, wholesalers, marketplace hosts, licensors, licensees, auctioneers,
5 franchisees, dealers, customers, owners, purchasers, users, retailers, including but not limited to
6 Valu Mart, Buy Low Market Corp., and K.V. Mart Co., and their respective officers, directors,
7 attorneys, representatives, shareholders, agents, and employees, and sister and parent entities
8 (collectively "Downstream Releasees") arising from the Notices, any violation of Proposition 65 or
9 any other statutory or common law regarding the failure to warn about exposure to Lead from the
10 Covered Products. Soofer acknowledges that CAG has entered separately into a collective Consent
11 Judgment with Valu Mart, Buy Low Market Corp. and K.V. Mart Co., which requires that such
12 defendants make their own separate settlement payments; and to the extent, if any, that such
13 defendants do not make the required payments thereunder, they shall not receive the benefit of the
14 waiver and/or release provisions of the instant Consent Judgment.

15 5.3 Additionally, CAG on behalf of itself, its past and current agents, representatives,
16 attorneys, successors, and/or assignees, only (i.e., not on behalf of the public), hereby waives all
17 Claims against Soofer, Defendant Releasees and Downstream Releasees, arising from the Notices,
18 any violation of Proposition 65 or any other statutory or common law regarding the failure to warn
19 about exposure to Lead from the Covered Product.

20 5.4 The releases in this Section are limited to only those Covered Product sold, offered
21 for sale, manufactured, and/or distributed by Soofer.

22 5.5 In furtherance of the foregoing, as to alleged exposures to Lead from the Covered
23 Product, CAG on behalf of itself only, hereby waives any and all rights and benefits which it now
24 has, or in the future may have, conferred upon it with respect to Claims arising from any violation
25 of Proposition 65 or any other statutory or common law regarding the failure to warn about
26 exposure to Lead from the Covered Product as to Soofer and Defendant Releasees by virtue of the
27 provisions of section 1542 of the California Civil Code, which provides as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
4 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
5 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
6 PARTY.

7 CAG understands and acknowledges that the significance and consequence of this waiver of
8 California Civil Code §1542 is that even if CAG suffers future damages arising out of or resulting
9 from, or related directly or indirectly to, in whole or in part, Claims arising from any violation of
10 Proposition 65 or any other statutory or common law regarding the failure to warn about exposure
11 to Lead from the Covered Product, including but not limited to any exposure to, or failure to warn
12 with respect to exposure to Lead from the Covered Product, CAG will not be able to make any
13 claim for those damages against Soofer and Defendant Releasees. Further, CAG acknowledges that
14 it intends these consequences for any such Claims arising from the Notices, any violation of
15 Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to
16 Lead from the Covered Products as may exist as of the date of this release but which CAG does not
17 know exist, and which, if known, would materially affect its decision to enter into this Consent
18 Judgment, regardless of whether its lack of knowledge is the result of ignorance, oversight, error,
19 negligence, or any other cause.

20 **6. ENFORCEMENT**

21 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
22 hereto and no other person or entity shall have any right to enforce the terms of this Consent Judgment.
23 CAG may enforce any of the terms and conditions of this Consent Judgment only after it first
24 provides sixty (60) days' notice to Defendant and attempts to resolve any failure to comply in an
25 open and good faith manner.

26 6.2 No action to enforce this Consent Judgment may be commenced or maintained, and
27 no Sixty Day Notice related to the Covered Product may be served or filed against Soofer,
28 Defendant Releasees and/or Downstream Releasees, unless CAG, in seeking enforcement or

1 alleging a violation as to the Covered Product, notifies the other Party of the specific acts alleged to
2 breach the Consent Judgment at least sixty (60) days before serving or filing any action or Notice of
3 Violation, with an opportunity to cure within thirty (30) days of receipt of such notification, without
4 penalty. Prior to bringing any complaint, motion, order to show cause or other proceeding to
5 enforce the terms of this Consent Judgment, CAG shall serve a Notice of Violation ("NOV") on
6 Defendant specifying the alleged violation of this Consent Judgment. Specifically, any NOV to
7 Defendant shall identify each of the Covered Products alleged to be in violation, set forth the
8 location at which each of the Covered Products were offered for sale, shall be accompanied by
9 photographs of product labeling, and shall include at least two separate test reports based on two
10 separate tests showing the alleged violation regarding the Covered Product. In no way are the
11 requirements of this section to be interpreted to mean that multiple test results are necessary to
12 establish a Proposition 65 violation, as this issue is disputed amongst the Parties.

13 6.3 CAG shall take no further action regarding the alleged violation if, within 60 days of
14 receiving such NOV, Defendant serves a Notice of Election ("NOE") that meets one of the
15 following conditions:

16 (a) The Covered Product(s) identified in the NOV were sold or shipped by Defendant for
17 sale in California before the Effective Date or within sixty (60) days thereafter at most; or

18 (b) Defendant takes corrective action by either:

19 (i) requesting that its customers remove the Covered Product(s) from the lot or
20 lots tested (as identified on the labeling provided with the NOV) from sale in California and destroy
21 or return the Covered Product(s) to Defendant; or

22 (ii) providing a clear and reasonable warning for the Covered Product(s)
23 identified in the NOV pursuant to Section 3.6 above or 27 Cal. Code Regs. § 25603 *et seq.*; or

24 (ii) conducting or providing confirmatory testing of a Sample of the Covered
25 Product by an independent third-party laboratory that (1) has an accredited heavy metals testing
26 methodology recognized by a State or Federal Agency, or (2) is certified by the California
27 Environmental Laboratory Accreditation Program for the analysis of heavy metals, or (3) is

certified by the United States Food and Drug Administration (“FDA”) for the analysis of heavy metals and/or uses methods in compliance with FDA regulations for the analysis of heavy metals. If CAG’s confirmatory testing establishes that spice from the Lot from which the Covered Product(s) originates does not contain Lead in excess of 720 ppb, CAG shall withdraw its NOV and will take no further action regarding the alleged violation. The Parties agree that “Lot” is defined as the lot of spice ingredient purchased by Soofer from a third-party supplier from which the Covered Products originate. The Parties agree that “Lot” is not defined by the “best by” date printed on an individual spice package. The Parties agree that “Sample” of Covered Product is defined to include spice sourced from the same Lot from which the allegedly non-compliant Covered Product originates.

6.4 In any proceeding brought by either Party to enforce this Consent Judgment, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and costs.

7. ENTRY OF CONSENT JUDGMENT

7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to *California Health & Safety Code* §25249.7(f) and/or a Good Faith Settlement Motion, which shall require Defendant to assert by declaration of their principal(s) their financial conditions which formed the primary basis for the monetary portions of this Settlement and Consent Judgment (in the absence of which the monetary portions of this Settlement and Consent Judgment would not have been so low). The Parties agree to reasonably act in good faith to obtain Court approval of the Consent Judgment. Upon entry of the Consent Judgment, CAG and Defendant waive their respective rights to a hearing and trial on the allegations in the Notice and Complaint. Soofer hereby agrees that CAG’s settlement and Consent Judgment with its co-defendants, KV Mart, Buy-Low and ValuMart, is in good faith within the meaning of *California Code of Civil Procedure* §887.6.

7.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent Judgment and any and all prior agreements between the Parties merged herein shall terminate and become null and void, and the actions shall revert to the status that existed prior to the execution date of this Consent Judgment with respect to the matters covered by this Consent Judgment; (b) no term of this

1 Consent Judgment or any draft thereof, or of the negotiation, documentation, or other part or aspect
2 of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible
3 in evidence for any purpose in this Action, or in any other proceeding; and (c) the Parties agree to
4 meet and confer to determine whether to modify the terms of the Consent Judgment and to resubmit
5 it for approval. In the event of such non-approval by the Court and/or Attorney General, the parties
6 agree that the time period between the dates on which this agreement are executed by CAG and
7 Soofer and the date upon which the Court and/or Attorney General deny approval of this agreement
8 will be excluded from the calculation of the Five-Year Rule during which a case must commence
9 trial.

10 **8. MODIFICATION OF JUDGMENT**

11 8.1 Except as specifically provided in §13.2 herein, this Consent Judgment may be
12 modified only upon written agreement of the Parties and upon entry of a modified Consent
13 Judgment by the Court thereon, or upon motion of any Party as provided by law and upon entry of a
14 modified Consent Judgment by the Court.

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

17 **9. RETENTION OF JURISDICTION**

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

20 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
21 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

23 10.1 CAG shall, within five (5) days after final execution of this Consent Judgment serve
24 a copy of the fully executed version of the Consent Judgment on the California Attorney General
25 prior to its submittal to the Court for approval.

26 **11. ATTORNEY FEES**

27 11.1 Except as specifically provided in Sections 4.1.3. 5.2 and 6.4, each Party shall bear
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its own costs and attorneys' fees in connection with this action.

12. ENTIRE AGREEMENT

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

13. GOVERNING LAW

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

13.2 The terms of this Consent Judgment shall be governed by the laws of the State of California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or as to the Covered Products or Chemical, if any of the provisions of this Consent Judgment are rendered inapplicable or are no longer required as a result of any such relevant modification, repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered Product or Chemical, then any Defendant, Defendant Releasee and/or Downstream Releasee subject to this Consent Judgment may provide written notice to CAG of any asserted change in the law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered Product is so affected. Nothing in this Consent Judgment shall be interpreted to relieve a Defendant from any obligation to comply with any pertinent state or federal law or regulation. Nothing herein prevents Soofer from filing motions to modify this Consent Judgment based on new facts or law, and nothing herein is a concession by CAG that such a motion would be proper, both sides fully reserving their rights.

13.3 The Parties, including their counsel, have participated in the preparation of this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This

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

8 **14. EXECUTION AND COUNTERPARTS**

9 14.1 This Consent Judgment may be executed in counterparts and by means of facsimile
10 or portable document format (pdf), which taken together shall be deemed to constitute one
11 document and have the same force and effect as original signatures.

12 **15. NOTICES**

13 15.1 Any notices under this Consent Judgment shall be by delivery of First Class Mail.

14 If to Plaintiff CAG:

15 Ken Ralidis
16 LAW OFFICES OF KENNETH W. RALIDIS, A.P.L.C.,
17 3435 Wilshire Blvd., 27th Floor,
18 Los Angeles, California 90010

19 If to Defendant Soofer:

20 Carol Brophy
21 STEPTOE & JOHNSON LLP
22 Steuart Tower
23 1 Market Street. 18th Floor
24 San Francisco, California 94105

25 **16. AUTHORITY TO STIPULATE**

26 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
27 by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf of
28 the Party represented and legally to bind that party.

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AGREED TO:

Soofer Company, Inc.

By: Dariusz Soofer

Name: Dariusz Soofer

Title: CEO

Dated: Feb 23, 2023

IT IS SO ORDERED.

Date: _____

AGREED TO:

Consumer Advocacy Group

By: Michael Marcus

Name: Michael Marcus

Title: Director

Dated: Feb 27, 2023

JUDGE OF THE SUPERIOR COURT