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11 Attorneys for Plaintiff,
12 Consumer Advocacy Group, Inc.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

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

17 Plaintiff,

18 v.

19 FRY'S ELECTRONICS, INC., a California
20 Corporation; AVA ENTERPRISES, INC., a
21 California Corporation; BOSS AUDIO
22 SYSTEMS, a business entity form unknown;
23 and DOES 1-20,;

24 Defendants.

Case No. BC691116

[PROPOSED] CONSENT JUDGMENT

(Health & Safety Code § 25249.5 et seq., and
Cal. Code Civ. Proc. § 664.6)

Assigned for All Purposes to the
Honorable Holly E. Kendig, Dept. 42

Trial Date: None Set

25 **1. INTRODUCTION**

26 1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER
27 ADVOCACY GROUP, INC. ("Plaintiff" or "CAG") acting on behalf of itself and in the interest
28 of the public, and Defendant, AVA ENTERPRISES, INC. ("Defendant" or "Ava") with each a
Party to the action and collectively referred to as "Parties." Further, Fry's Electronics, Inc.
("Fry's") and Boss Audio Systems ("Boss") will be released by CAG as set forth in Section 5,
below. Fry's is an intended third-party beneficiary of this Consent Judgment.

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1 **1.2 Defendants and Covered Products**

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

7 1.2.2 CAG alleges that AVA manufactures, causes to be manufactured, sells, or
8 distributes certain automotive accessories in California.

9 **1.3 Listed Chemicals**

10 1.3.1 Bis(2-ethylhexyl) phthalate (also known as Di(2-ethylhexyl phthalate)
11 (“DEHP”) has been listed by the State of California as known to cause cancer and birth defects
12 or other reproductive harm.

13 **1.4 Notice of Violation.**

14 1.4.1 On or about May 15, 2017, CAG served AVA and various public enforcement
15 agencies with a document titled “60-Day Notice of Intent to Sue for Violation of the Safe
16 Drinking Water and Toxic Enforcement Act of 1986” (“May 15, 2017 Notice”) that provided the
17 recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to
18 warn individuals in California of DEHP, contained in certain automotive accessories sold by
19 AVA in California. No public enforcer has commenced or diligently prosecuted the allegations
20 set forth in the May 15, 2017 Notice.

21 1.4.2 On or about June 6, 2017, CAG served AVA and various public enforcement
22 agencies with a document titled “60-Day Notice of Intent to Sue for Violation of the Safe
23 Drinking Water and Toxic Enforcement Act of 1986” (“June 6, 2017 Notice”) that provided the
24 recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to
25 warn individuals in California of exposures to DEHP contained in certain automotive accessories
26 sold by AVA in California. No public enforcer has commenced or diligently prosecuted the
27 allegations set forth in the June 6, 2017 Notice.

1 **1.5 Complaint.**

2 On January 23, 2018, CAG filed a Complaint against AVA for civil penalties and
3 injunctive relief (the “Complaint”) in Los Angeles County Superior Court, Case No. BC691116,
4 alleging that Defendants violated Proposition 65 for allegedly failing to give clear and reasonable
5 warnings of alleged exposure to DEHP in certain automotive accessories AVA distributed and/or
6 sold in California.

7 **1.6 Consent to Jurisdiction**

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

15 **1.7 No Admission**

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

6 **2. Definitions**

7 2.1 "Covered Products" means Dash Cameras with Polymer Suction Cups, which
8 includes but is not limited to, (i) "Boss;" "Audio Systems;" "Vehicle Dash DVR System;"
9 "Featuring 3 (76 mm) LCD Screen;" "Includes 8GB SD Card;" "BCAM50;" "SD™;"
10 "Engineered in the U.S.A.;" www.bossaudio.com; "multi-angle mounting system;" "Charger and
11 Sync Cable;" "Power adapter;" "Made in China;" 791489122863 and (ii) "Boss;" "Audio
12 Systems;" "BCAM20;" "Vehicle Dash DVR System;" "Featuring 1.5 (38mm LCD Screen;"
13 "Multi-angle mounting system;" "Charger and Sync Cable;" "Power Adapter;" "Auto Loop
14 Recording;" "Made in China;" 791489123457. The Covered Products are limited to those sold
15 by or supplied by the Defendants.

16 2.2 "Effective Date" means the date that this Consent Judgment is approved by the
17 Court.

18 2.3 "DEHP" means Bis(2-ethylhexyl phthalate) also known as Di(2-ethylhexyl
19 phthalate).

20 2.4 "Listed Chemical" means DEHP


21 2.5 "Notices" means Plaintiff's May 15, 2017 and June 6, 2017 Notices.

22 **3. INJUNCTIVE RELIEF**

23 3.1 After the Effective Date, AVA shall not sell, offer for sale in California, or
24 distribute for sale in California any Covered Products unless they are reformulated to contain less
25 than 0.1% by weight (1000 parts per million) of DEHP.

26 3.2 For any Covered Products still existing in Defendant's inventory as of the
27 Effective Date, Defendant shall place a Proposition 65 compliant warning on them. Any
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1 warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the
2 Covered Products, and be prominently placed with such conspicuousness as compared with other
3 words, statements, designs, or devices as to render it likely to be read and understood by an
4 ordinary individual under customary conditions before purchase or use. The pictogram shall be
5 in yellow with a black exclamation mark; provided however, the pictogram may be in white
6 instead of yellow if the Covered Product label does not contain the color yellow. The warning
7 shall state:

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

11 If Ava sells Covered Products in existing inventory via an internet website to customers
12 located in California, the warning requirements of this section shall be satisfied in accordance
13 with applicable regulations.

14 4. SETTLEMENT PAYMENT

15 4.1 **Payment and Due Date:** Within 15 days of the Effective Date, Defendant shall
16 pay a total of seventy thousand dollars and zero cents (\$70,000) in full and complete settlement
17 of any and all claims for civil penalties, damages, attorney's fees, expert fees or any other claim
18 for costs, expenses or monetary relief of any kind for claims that were or could have been
19 asserted in the Notices or Complaint, as follows:

20 4.1.1 **Civil Penalty:** Defendant shall issue two separate checks totaling sixteen-
21 thousand dollars and zero cents (\$16,000) as follows for alleged civil penalties pursuant to
22 Health & Safety Code § 25249.12:

23 (a) Defendant will issue one check made payable to the State of
24 California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of
25 twelve thousand dollars and zero cents (\$12,000) representing 75% of the total civil penalty and
26 Defendant will issue a second check to CAG in the amount of four thousand dollars and zero
27 cents (\$4,000) representing 25% of the total civil penalty;

1 (b) Separate 1099s shall be issued for each of the above payments:

2 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
3 0284486) in the amount of twelve thousand dollars and zero cents (\$12,000). Defendant will
4 also issue a 1099 to CAG in the amount of four thousand dollars and zero cents (\$4,000) and
5 deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W,
6 Beverly Hills, California 90212.

7 4.1.2 **Additional Settlement Payments:** AVA shall issue one check for twelve
8 thousand dollars and zero cents (\$12,000) to “Consumer Advocacy Group, Inc.” pursuant to
9 Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d).
10 CAG will use this portion of the this additional Settlement Payment as follows, eighty five
11 percent (85%) for fees of investigation, purchasing and testing for Proposition 65 listed
12 chemicals in various products, and for expert fees for evaluating exposures through various
13 mediums, including but not limited to consumer product, occupational, and environmental
14 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining
15 experts who assist with the extensive scientific analysis necessary for those files in litigation and
16 to offset the costs of future litigation enforcing Proposition 65 but excluding attorney fees;
17 fifteen percent (15%) for administrative costs incurred during investigation and litigation to
18 reduce the public’s exposure to Proposition 65 listed chemicals by notifying those persons and/or
19 entities believed to be responsible for such exposures and attempting to persuade those persons
20 and/or entities to reformulate their products or the source of exposure to completely eliminate or
21 lower the level of Proposition 65 listed chemicals including but not limited to costs of
22 documentation and tracking of products investigated, storage of products, website enhancement
23 and maintenance, computer and software maintenance, investigative equipment, CAG’s
24 member’s time for work done on investigations, office supplies, mailing supplies and postage.
25 Within 30 days of a request from the Attorney General, CAG shall provide to the Attorney
26 General copies of documentation demonstrating how the above funds have been spent. CAG
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1 shall be solely responsible for ensuring the proper expenditure of such additional settlement
2 payment.

3 **4.1.3 Reimbursement of Attorney Fees and Costs:** Defendants shall pay
4 forty-two dollars and zero cents (\$42,000) payable to “Yeroushalmi & Yeroushalmi” as
5 complete reimbursement for any and all reasonable investigation fees and costs, attorneys’ fees,
6 expert fees, and any and all other costs and expenses incurred as a result of investigating,
7 bringing this matter to the AVA’s attention, litigating, negotiating a settlement in the public
8 interest, and seeking and obtaining court approval of this Consent Judgment.

9 4.2 Other than the payment to OEHHA described above, all payments referenced in
10 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
11 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
12 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard
13 Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812.
14 AVA shall provide written confirmation to CAG upon payment to OEHHA.

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 AVA and their owners, officers, directors, insurers,
18 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister
19 companies, predecessors, and their successors and assigns (“Defendant Releasees”), and all
20 entities to whom AVA directly or indirectly distribute or sell Covered Products, including, but
21 not limited to, downstream distributors, suppliers, wholesalers, customers, retailers, marketplace
22 hosts, franchisees, cooperative members, licensees, and the successors and assigns of any of
23 them, who may use, maintain, distribute or sell Covered Products (“Downstream Defendant
24 Releasees”), of all claims for alleged or actual violations of Proposition 65 for alleged exposures
25 to the Listed Chemical from the Covered Products manufactured, distributed or sold by AVA up
26 through the Effective Date as set forth in the Notices and Complaint. AVA and Defendant
27 Releasees’ compliance with this Consent Judgment shall constitute compliance with Proposition
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1 65 with respect to alleged exposures to the Listed Chemical from the Covered Products sold by
2 Defendant Releasees or Downstream Defendant Releasees after the Effective Date. Nothing in
3 this Section affects CAG's right to commence or prosecute an action under Proposition 65
4 against any person other than AVA, Defendant Releasees, or Downstream Defendant Releasees.
5 AVA, Defendant Releasees and Downstream Defendant Releasees are hereafter collectively
6 referred to as the "Released Parties".

7 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
8 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
9 indirectly, any form of legal action and releases all claims, including, without limitation, all
10 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
11 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
12 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,
13 fixed or contingent (collectively "Claims"), against the Released Parties arising from any actual
14 or alleged violation of Proposition 65 or any other statutory or common law claim regarding the
15 Covered Products manufactured, distributed or sold by the Released Parties through the Effective
16 Date regarding any actual or alleged failure to warn about exposure to the Listed Chemical from
17 the Covered Products. In furtherance of the foregoing, CAG on behalf of itself only, hereby
18 waives any and all rights and benefits which it now has, or in the future may have, conferred
19 upon it with respect to Claims regarding the Covered Products manufactured, distributed or sold
20 by the Released Parties through the Effective Date arising from any violation of Proposition 65
21 or any other statutory or common law regarding the failure to warn about exposure to the Listed
22 Chemical from the Covered Products by virtue of the provisions of section 1542 of the California
23 Civil Code, which provides as follows:

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

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

15 **6. ENFORCEMENT OF JUDGMENT**

16 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
17 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
18 California, Los Angeles County, enforce the terms and conditions contained herein. A Party
19 may enforce any of the terms and conditions of this Consent Judgment only after that Party first
20 provides 30 days' notice to the Party allegedly failing to comply with the terms and conditions of
21 this Consent Judgment, and attempts to resolve such Party's failure to comply in an open and
22 good faith manner.

23 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
24 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of
25 Violation ("NOV") to AVA. The NOV shall include for each of the Covered Products: (a) the
26 name of the Covered Products; (b) specific dates when the Covered Product was sold in
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1 California; (c) the store or other place at which the Covered Product was available for sale to
2 consumers; and (d) any other evidence or support for the allegations in the NOV.

3 **6.2.1 Non-Contested NOV.** CAG shall take no further action of any kind regarding
4 the alleged violation if, within 60 days of receiving such NOV, AVA serve a Notice of Election
5 (“NOE”) not to contest the NOV that meets one of the following conditions:

6 (a) A statement that the Covered Product was manufactured and shipped by AVA for
7 sale in California before the Effective Date; or

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

14 **6.2.2 Contested NOV.** AVA may serve a Notice of Election (“NOE”) informing CAG
15 of its election to contest the NOV within 60 days of receiving the NOV.

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

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

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

26 **6.3** In any proceeding brought by either Party to enforce this Consent Judgment, the
27 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

1 **7. ENTRY OF CONSENT JUDGMENT**

2 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
3 California Health & Safety Code § 25249.7(f). The Parties agree to act in good faith to obtain
4 Court approval of the Consent Judgment. Upon entry of the Consent Judgment, CAG and AVA
5 waive their respective rights to a hearing and trial on the allegations in the Notices and
6 Complaint.

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

15 **8. MODIFICATION OF JUDGMENT**

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

19 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
20 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

21 **9. RETENTION OF JURISDICTION**

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

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

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

3 **11. ATTORNEY FEES**

4 11.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its
5 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

6 **12. ENTIRE AGREEMENT**

7 12.1 This Consent Judgment contains the sole and entire agreement and understanding
8 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
9 negotiations, commitments and understandings related hereto. No representations, oral or
10 otherwise, express or implied, other than those contained herein have been made by any party
11 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
12 deemed to exist or to bind any of the Parties.

13 **13. GOVERNING LAW**

14 13.1 The validity, construction and performance of this Consent Judgment shall be
15 governed by the laws of the State of California, without reference to any conflicts of law
16 provisions of California law.

17 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
18 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
19 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
20 rendered inapplicable by reason of law generally as to the Covered Products, then AVA may
21 provide written notice to CAG of any asserted change in the law, and shall have no further
22 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered
23 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve AVA
24 from any obligation to comply with any other pertinent state or federal law or regulation.

25 13.3 The Parties, including their counsel, have participated in the preparation of this
26 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
27 Consent Judgment was subject to revision and modification by the Parties and has been accepted

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

7 **14. EXECUTION AND COUNTERPARTS**

8 14.1 This Consent Judgment may be executed in counterparts and by means of
9 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
10 one document and have the same force and effect as original signatures.

11 **15. NOTICES**

12 15.1 Any notices under this Consent Judgment shall be by delivery of First Class Mail.

13 If to CAG:

14 Reuben Yeroushalmi, Esq.

15 Yeroushalmi & Yeroushalmi

16 9100 Wilshire Boulevard, Suite 240W
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Beverly Hills, CA 90212

If to Defendant AVA

Joshua A. Bloom, Esq.

Meyers Nave Riback Silver & Wilson, PLC

555 12th Street Suite 1500

Oakland, CA 94607

The undersigned are authorized to execute this Consent Judgment and have read, understand, and agree to all the terms and conditions contained herein.

AGREED TO:

AGREED TO:

Date: 11/16/18

Date: 11/16/18

By: [Signature]

By: [Signature]

Ava Enterprises, Inc.

Consumer Advocacy Group, Inc.

IT IS SO ORDERED, ADJUDGED AND DECREED:

DATED: _____, 2018

Judge of the Superior Court

3077462.1