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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.

FOOD LAND MARKET, a Business Entity  
Form Unknown;  
FOODLAND MERCADO, a Business Entity  
Form Unknown;  
FAMILY FOODLAND MARKET, INC., a  
Business Entity Form Unknown;  
FOODLAND MARKET, INC., a New Jersey  
Corporation;  
ROJAS INCORPORATED, dba LUPAG  
CORPORATION dba RANCHERO LATIN  
FOODS, a Delaware Corporation;  
ROJAS FORWARDING COMPANY, INC.,  
a Business Entity Form Unknown;  
ISLENO DISTRIBUTION CO., a Business  
Entity Form Unknown;  
DALLO & CO., INC., a California  
Corporation;  
and DOES 1-40.

Defendants.

CASE NO. 19STCV18754

**CONSENT JUDGMENT [PROPOSED]**

Health & Safety Code § 25249.5 *et seq.*

FAC Filed: August 21, 2019

1 **1. INTRODUCTION**

2 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER  
3 ADVOCACY GROUP, INC. (referred to as “CAG”) acting on behalf of itself and in the interest  
4 of the public, and defendant, ROJAS INC. (erroneously sued as ROJAS INCORPORATED, dba  
5 LUPAG CORPORATION dba RANCHERO LATIN FOODS) (hereinafter referred to as  
6 “Defendant”), with each a Party to the action and collectively referred to as “Parties.”

7 **1.2 Defendant and Products**

8 1.2.1 Defendant is a California corporation which employs ten or more persons.  
9 Defendant packages, distributes, and sells: (a) **Ground Oregano**, identified as “RANCHERO”  
10 “GROUND OREGANO” “OREGANO MOLIDO” “89C” “NET WT. /PESO NETO 1 OZ.  
11 (28G)” “CHILES Y ESPECIAS DE ALTA CALIDAD” “P525525” “DISTRIBUTED BY:/  
12 DISTRIBUIDO POR: RANCHERO LATIN FOODS LOS ANGELES, CA 90023 (323) 266-  
13 0231” “748397105358” (“Ground Oregano”; (b) **Curry Powder**, identified as “RANCHERO”  
14 “CURRY POWDER” “89C” “NET WT. /PESO NETO 1 ¼ OZ. (35G)” “CHILES Y  
15 ESPECIAS DE ALTA CALIDAD” “P525525” “DISTRIBUTED BY:/ DISTRIBUIDO POR:  
16 RANCHERO LATIN FOODS LOS ANGELES, CA 90023 (323) 266-0231” “748397103057”  
17 (“Curry Powder”); (c) **Ground Cinnamon**, identified as “RANCHERO;” “GROUND  
18 CINNAMON;” “CANELA MOLIDA;” “CHILES Y ESPECIAS DE ALTA CALIDAD;” “NET  
19 WT./PESO NETO 1 OZ (28G);” “P525575;” “DISTRIBUTED BY: / DISTRIBUIDO POR:  
20 RANCHERO LATIN FOODS;” “7 48397 10230 2” (“Ground Cinnamon”); (d) **Ground Sage**,  
21 identified as “RANCHERO;” “SAGE;” “SALVIA;” “CHILES Y ESPECIAS DE ALTA  
22 CALIDAD;” “NET WT./PESO NETO ¼ OZ (7G);” “P525575; “DISTRIBUTED BY: /  
23 DISTRIBUIDO POR: RANCHERO LATIN FOODS;” “7 48397 10089 6” (“Ground Sage”)  
24 and (e) **Ground Ginger**, identified as “RANCHERO;” “89C;” “AJENJIBLE MOLIDO;”  
25 “GROUND GINGER;” NET WT: 1/2OZ;” P525475;” “CHILES Y ESPECIAS DE ALTA  
26 CALIDAD;” “7 48397 10089 6;” (“Ground Ginger”).

1.2.2 For purposes of this Consent Judgment, Defendant is deemed a person in the course of doing business in California and are subject to the provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition 65”).

### 1.3 Chemicals of Concern

1.3.1 Lead and Lead Compounds (hereinafter “Lead”) are known to the State of California to cause cancer and/or birth defects or other reproductive harm.

1.3.2 Inorganic Arsenic Compounds and Inorganic Arsenic Oxides (hereinafter “Arsenic”) are known to the State of California to cause cancer and/or birth defects or other reproductive harm.

### 1.4 Notices of Violation

1.4.1 On or about October 2, 2018, CAG served Defendant and various public enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter “Notice 1”) that provided the Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Arsenic and Lead contained in Ground Oregano sold and/or distributed by Defendant. No other public enforcer has commenced or diligently prosecuted the allegations set forth in Notice 1.

1.4.2 On or about October 2, 2018, CAG served Defendant and various public enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter “Notice 2”) that provided the Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead contained in Curry Powder sold and/or distributed by Defendant. No other public enforcer has commenced or diligently prosecuted the allegations set forth in Notice 2.

1.4.3 On or about November 6, 2018, CAG served Defendant and various public enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter “Notice 3”) that provided the Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Arsenic

1 contained in Ground Oregano sold and/or distributed by Defendant. No other public enforcer  
2 has commenced or diligently prosecuted the allegations set forth in Notice 3.

3 1.4.4 On or about October 29, 2018, CAG served Defendant and various public  
4 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter  
5 “Notice 4”) that provided the Defendant with notice of alleged violations of Health & Safety  
6 Code § 25249.6 for failing to warn individuals in California of exposures to Lead contained in  
7 Curry Powder sold and/or distributed by Defendant. No other public enforcer has commenced or  
8 diligently prosecuted the allegations set forth in Notice 4.

9 1.4.5 On or about November 6, 2018, CAG served Defendant and various  
10 public enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter  
11 “Notice 5”) that provided the Defendant with notice of alleged violations of Health & Safety  
12 Code § 25249.6 for failing to warn individuals in California of exposures to Lead contained in  
13 Curry Powder sold and/or distributed by Defendant. No other public enforcer has commenced or  
14 diligently prosecuted the allegations set forth in Notice 5.

15 1.4.6 On or about November 6, 2018, CAG served Defendant and various  
16 public enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter  
17 “Notice 6”) that provided the Defendant with notice of alleged violations of Health & Safety  
18 Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Arsenic  
19 contained in Ground Cinnamon and Ground Sage sold and/or distributed by Defendant. No  
20 other public enforcer has commenced or diligently prosecuted the allegations set forth in Notice  
21 6.  
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23 1.4.7 On or about May 28, 2020, CAG served Defendant and various public  
24 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter  
25 “Notice 7”) that provided the Defendant with notice of alleged violations of Health & Safety  
26 Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Arsenic  
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1 contained in Ground Ginger sold and/or distributed by Defendant. No other public enforcer has  
2 commenced or diligently prosecuted the allegations set forth in Notice 7.

3 1.4.8 On or about June 8, 2020, CAG served Defendant and various public  
4 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter  
5 “Notice 8”) that provided the Defendant with notice of alleged violations of Health & Safety  
6 Code § 25249.6 for failing to warn individuals in California of exposures to Lead contained in  
7 Ground Cinnamon sold and/or distributed by Defendant. No other public enforcer has  
8 commenced or diligently prosecuted the allegations set forth in Notice 8.

9 **1.5 Complaint**

10 1.5.1 On May 30, 2019, CAG filed a complaint for civil penalties and injunctive  
11 relief (“Complaint”) in Los Angeles Superior Court, Case No. 19STCV18754 against Defendant.  
12 The Complaint alleges, among other things, that Defendant violated Proposition 65 by failing to  
13 give clear and reasonable warnings of exposure to Lead and Arsenic from Covered Products.

14 1.5.2 On August 21, 2019, CAG filed a First Amended Complaint alleging,  
15 among other things, that Defendant violated Proposition 65 by failing to give clear and  
16 reasonable warnings of exposure to Lead and Arsenic from Covered Products.

17 **1.6 Consent to Jurisdiction**

18 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court  
19 has jurisdiction over the allegations of violations contained in the Complaint and personal  
20 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the  
21 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a  
22 full settlement and resolution of the allegations contained in the Complaint and of all claims  
23 which were or could have been raised by any person or entity based in whole or in part, directly  
24 or indirectly, on the facts alleged therein or arising therefrom or related thereto.

25 **1.7 No Admission**

26 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The  
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1 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all  
2 claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this  
3 Consent Judgment shall be construed as an admission by the Parties of any material allegation of  
4 the Complaint (each and every allegation of which Defendant denies), any fact, conclusion of  
5 law, issue of law or violation of law, including without limitation, any admission concerning any  
6 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,  
7 or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable  
8 warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment,  
9 nor compliance with its terms, shall constitute or be construed as an admission by the Parties of  
10 any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability  
11 by any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated  
12 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding  
13 or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall  
14 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any  
15 other or future legal proceeding, except as expressly provided in this Consent Judgment.

## 16 **2. DEFINITIONS**

17 2.1 “Covered Products” means Ground Oregano, Curry Powder, Ground Cinnamon,  
18 Ground Sage, and Ground Ginger, sold or supplied by Defendant.

19 2.2 “Effective Date” means the date that this Consent Judgment is approved by the  
20 Court.

21 2.3 “Lead” means Lead and Lead Compounds.

22 2.4 “Arsenic” means Inorganic Arsenic Compounds and Inorganic Arsenic Oxides.

23 2.5 “Notices” means the Notice 1, Notice 2, Notice 3, Notice 4, Notice 5, Notice 6,  
24 Notice 7, and Notice 8  
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1 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**  
2 **WARNINGS.**

3 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in  
4 California, or ship for sale in California any Ground Oregano unless the level of Lead does not  
5 exceed 500 parts per billion (“ppb”) and the level of Arsenic does not exceed 20 ppb, without the  
6 warning set forth in Section 3.6.

7 3.2 After the Effective Date, Defendant shall not sell in California, offer for sale in  
8 California, or ship for sale in California any Curry Powder unless the level of Lead does not  
9 exceed 90 ppb, without the warning set forth in Section 3.6.

10 3.3 After the Effective Date, Defendant shall not sell in California, offer for sale in  
11 California, or ship for sale in California any Ground Cinnamon unless the level of Lead does not  
12 exceed 200 ppb, without the warning set forth in Section 3.6.

13 3.4 After the Effective Date, Defendant shall not sell in California, offer for sale in  
14 California, or ship for sale in California any Ground Sage unless the level of Lead does not  
15 exceed 375 ppb and the level of Arsenic does not exceed 20 ppb, without the warning set forth in  
16 Section 3.6.

17 3.5 After the Effective Date, Defendant shall not sell in California, offer for sale in  
18 California, or ship for sale in California any Ground Ginger unless the level of Lead does not  
19 exceed 720 ppb, without the warning set forth in Section 3.6.

20 3.6 For any Covered Products that exceeds their respective levels of Lead or Arsenic  
21 that are placed into the stream of commerce in California after the Effective Date,  
22 Defendant must provide a Proposition 65 compliant warning for the Covered Products as set  
23 forth below. Any warning provided pursuant to this section shall be affixed to the packaging of,  
24 or directly on, the Covered Products, and be prominently placed with such conspicuousness as  
25 compared with other words, statements, designs, or devices as to render it likely to be read and  
26 understood by an ordinary individual under customary conditions before purchase or use. The  
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Parties agree that the following warning language shall constitute compliance with Proposition 65 with respect to the alleged Lead and Arsenic in the Covered Products placed into the stream of commerce by Defendant after the Effective Date:

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

or

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

or

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

3.7 For any Covered Products still existing in the Defendant's inventory as of the Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the Covered Products does not exceed their respective levels of Lead or Arsenic. Any warning provided pursuant to this section shall comply with the warning requirements under Section 3.6 above.



1     **4.     SETTLEMENT PAYMENT**

2             **4.1     Payment and Due Date:** Within ten (10) business days of the Effective Date,  
3 Defendant shall pay a total of eighty thousand dollars and zero cents (\$80,000.00) in full and  
4 complete settlement of all monetary claims by CAG related to the Notices, as follows:

5                     **4.1.1     Civil Penalty:** Defendant shall issue separate checks totaling eleven  
6 thousand four hundred and forty dollars (\$11,440.00) as penalties pursuant to Health & Safety  
7 Code § 25249.12:

8                             (a) Defendant will issue a check made payable to the State of California's  
9 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of eight  
10 thousand five hundred and eighty dollars (\$8,580.00) representing 75% of the total penalty and  
11 Defendant will issue a separate check to CAG in the amount of two thousand eight hundred and  
12 sixty dollars (\$2,860.00) representing 25% of the total penalty; and

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

17                     **4.1.2     Additional Settlement Payments:** Defendant shall make a separate  
18 payment, in the amount of eight thousand five hundred and sixty dollars (\$8,560.00) as an  
19 additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety  
20 Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendant will issue  
21 a separate check to CAG for the Additional Settlement Payment. CAG will use this payment as  
22 follows, eighty five percent (85%) for fees of investigation, purchasing and testing for  
23 Proposition 65 listed chemicals in various products, and for expert fees for evaluating exposures  
24 through various mediums, including but not limited to consumer product, occupational, and  
25 environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and  
26 retaining experts who assist with the extensive scientific analysis necessary for those files in  
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1 litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding  
2 attorney fees; fifteen percent (15%) for administrative costs incurred during investigation and  
3 litigation to reduce the public's exposure to Proposition 65 listed chemicals by notifying those  
4 persons and/or entities believed to be responsible for such exposures and attempting to persuade  
5 those persons and/or entities to reformulate their products or the source of exposure to  
6 completely eliminate or lower the level of Proposition 65 listed chemicals including but not  
7 limited to costs of documentation and tracking of products investigated, storage of products,  
8 website enhancement and maintenance, computer and software maintenance, investigative  
9 equipment, CAG's member's time for work done on investigations, office supplies, mailing  
10 supplies and postage. Within 30 days of a request from the Attorney General, CAG shall provide  
11 to the Attorney General copies of documentation demonstrating how the above funds have been  
12 spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional  
13 settlement payment.

14                   **4.1.3 Reimbursement of Attorneys' Fees and Costs:** Defendant shall pay  
15 sixty thousand dollars (\$60,000.00) to "Yeroushalmi & Yeroushalmi" as reimbursement for  
16 reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of  
17 investigating, bringing this matter to Defendant's attention, litigating, and negotiating a  
18 settlement in the public interest.

19                   **4.2** Other than the payment to OEHHA described above, all payments referenced in  
20 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,  
21 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The  
22 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,  
23 Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently  
24 with payment to OEHHA, Defendant shall provide CAG with written confirmation that the  
25 payment to OEHHA was delivered.  
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27 **5. MATTERS COVERED AND RELEASED BY THIS CONSENT JUDGMENT**  
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1           5.1     This Consent Judgment is a full, final, and binding resolution between CAG on  
2 behalf of itself and in the public interest and Defendant for failure to provide Proposition 65  
3 warning of exposure to Lead and Arsenic from the Covered Products as set forth in the Notices,  
4 and fully resolves all claims that have been or could have been asserted against Defendant in this  
5 action up to the Effective Date for failure to provide Proposition 65 warnings for the Covered  
6 Products regarding Lead and Arsenic. CAG, on behalf of itself and in the public interest, hereby  
7 discharges Defendant and its parent companies, subsidiaries, divisions, affiliates, franchisees,  
8 licensors, licensees, customers, distributors, wholesalers, retailers and all downstream entities in  
9 the distribution chain of the Covered Products, and the predecessors, successors and assigns of  
10 any of them, and all of their respective officers, directors, shareholders, members, managers,  
11 employees, agents only as to Covered Products sold by the Defendant (collectively, “Released  
12 Parties”), for all Covered Products placed into the stream of commerce up through the Effective  
13 Date for violations of Proposition 65 based on exposure to Lead and Arsenic from the Covered  
14 Products. Compliance with the terms of this Consent Judgment shall be deemed to constitute  
15 compliance by the Released Parties with Proposition 65 regarding alleged exposures to Lead and  
16 Arsenic from the Covered Products. Nothing in this Section affects CAG’s right to commence or  
17 prosecute an action under Proposition 65 against any person other than Defendant or Released  
18 Parties.  
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20           5.2     CAG on behalf of itself, its past and current agents, representatives, attorneys,  
21 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
22 indirectly, any form of legal action and releases all claims, including, without limitation, all  
23 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,  
24 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation  
25 fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown,  
26 fixed or contingent (collectively “Claims”), against the Released Parties arising from any  
27 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
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1 about exposure to Lead and Arsenic concerning Covered Products. In furtherance of the  
2 foregoing, as to alleged exposures to Lead and Arsenic from the Covered Products, CAG on  
3 behalf of itself only, hereby waives any and all rights and benefits which it now has, or in the  
4 future may have, conferred upon it with respect to Claims arising from any violation of  
5 Proposition 65 or any other statutory or common law regarding the failure to warn about  
6 exposure to Lead and Arsenic from the Covered Products by virtue of the provisions of section  
7 1542 of the California Civil Code, which provides as follows:

8       A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
9       CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
10      EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
11      RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
12      MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
13      DEBTOR OR RELEASED PARTY.

14 CAG understands and acknowledges that the significance and consequence of this waiver of  
15 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
16 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
17 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
18 about exposure to Lead and Arsenic from the Covered Products, including but not limited to any  
19 exposure to, or failure to warn with respect to exposure to Lead and Arsenic from the Covered  
20 Products, CAG will not be able to make any claim for those damages against Released Parties.  
21 Furthermore, CAG acknowledges that it intends these consequences for any such Claims arising  
22 from any violation of Proposition 65 or any other statutory or common law regarding the failure  
23 to warn about exposure to Lead and Arsenic from Covered Products as may exist as of the date  
24 of this release but which CAG does not know exist, and which, if known, would materially affect  
25 their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge  
26 is the result of ignorance, oversight, error, negligence, or any other cause.

## 27 **6. ENFORCEMENT OF JUDGMENT**

28       6.1 CAG may bring a motion or an action to enforce any breach of the settlement  
payment terms in Section 4 upon five (5) business days' written notice by CAG to the

1 Defendant, which can be cured by Defendant's payment within that timeframe. A Party may  
2 bring a motion to enforce any other term of this Consent Judgment only after written notice and a  
3 thirty (30) day meet and confer process. Once a party provides written notice, the receiving  
4 party has a duty to respond and engage in a meet and confer process. After a response is  
5 received, the parties must engage in a meet and confer process to last no less than thirty (30)  
6 days. If no response is received within thirty (30) days, the notifying Party is not subject to the  
7 meet and confer requirement and may proceed with its motion or enforcement action.

8           6.2     In any proceeding brought by either Party to enforce this Consent Judgment, the  
9 prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

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

11           7.1     CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
12 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and  
13 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.

14           7.2     The Parties shall make all reasonable efforts possible to have the Consent  
15 Judgment approved by the Court.

16           7.3     If this Consent Judgment is not approved in full by the Court, (a) this Consent  
17 Judgment and any and all prior agreements between the Parties merged herein shall terminate  
18 and become null and void, and the actions shall revert to the status that existed prior to the  
19 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft  
20 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement  
21 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any  
22 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to  
23 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.  
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1 **8. MODIFICATION OF JUDGMENT**

2 8.1 This Consent Judgment may be modified only upon written agreement of the  
3 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
4 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

5 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
6 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

7 **9. RETENTION OF JURISDICTION**

8 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the  
9 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

10 **10. DUTIES LIMITED TO CALIFORNIA**

11 10.1 This Consent Judgment shall have no effect on Covered Products sold by  
12 Defendant outside the State of California.

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

14 11.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the  
15 California Attorney General so that the Attorney General may review this Consent Judgment  
16 prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General  
17 has received the aforementioned copy of this Consent Judgment, and in the absence of any  
18 written objection by the Attorney General to the terms of this Consent Judgment, may the Court  
19 approve this Consent Judgment.

20 **12. ATTORNEY FEES**

21 12.1 Except as specifically provided in Section 4.1.3 and 6.2, each Party shall bear its  
22 own costs and attorney fees in connection with this action.

23 **13. GOVERNING LAW**

24 13.1 The validity, construction and performance of this Consent Judgment shall be  
25 governed by the laws of the State of California, without reference to any conflicts of law  
26 provisions of California law.  
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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 if any of the provisions of this Consent Judgment are rendered inapplicable or are no longer required as a result of any such repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered Products, then any Defendant 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 Products are 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.

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

## 14. EXECUTION AND COUNTERPARTS

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

## 15. NOTICES

15.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

If to CAG:

Reuben Yeroushalmi  
YEROUSHALMI & YEROUSHALMI  
9100 Wilshire Boulevard, Suite 240W  
Beverly Hills, CA 90212  
(310) 623-1926  
Email: lawfirm@yeroushalmi.com

If to Defendant.:


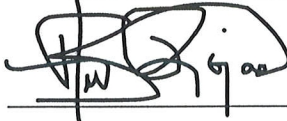
Will Wagner  
GREENBERG TRAURIG, LLP  
1201 K Street, Suite 1100  
Sacramento CA 95814  
(916) 442-1111  
Email: wagnerw@gtlaw.com

**16. ENTIRE AGREEMENT, AUTHORIZATION**

16.1 This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter herein.

**17. AUTHORITY TO STIPULATE**

17.1 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.

<b>AGREED TO:</b> Date: <u>December 9</u> , 2020  Name: <u>Michael Marcus</u> Title: <u>Director</u> CONSUMER ADVOCACY GROUP, INC.	<b>AGREED TO:</b> Date: <u>November 13</u> , 2020  Name: <u>Heberto Rojas</u> Title: <u>President</u> ROJAS INC.
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**IT IS SO ORDERED.**

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

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JUDGE OF THE SUPERIOR COURT