

State of California - Department of Justice - Attorney General's Office - Proposition 65 Enforcement Reporting

Attention: Prop 65 Coordinator, 1515 Clay Street, Suite 2000, Oakland, CA 94612

FORM JUS 1501
(03-01)

PRIVATE ENFORCEMENT FILING - Health and Safety Code section 25249.7(e) and (f)

REPORT OF SETTLEMENT

Please print or type required information Original Filing Supplemental Filing Corrected Filing

PARTIES TO THE ACTION	PLAINTIFF(S) Jennifer Fishman				
	DEFENDANT(S) INVOLVED IN SETTLEMENT Republic Tobacco, L.P.				
CASE INFO	COURT DOCKET NUMBER 37-2019-00002496-CU-MC-CTL		COURT NAME San Diego Superior Court		
	SHORT CASE NAME Fishman vs. Republic Tobacco				
REPORT INFO	INJUNCTIVE RELIEF Proposition 65 exposure warnings on rolling papers				
	PAYMENT: CIVIL PENALTY \$50,000		PAYMENT: ATTORNEYS FEES \$50,000	PAYMENT: OTHER	
	WILL SETTLEMENT BE SUBMITTED TO COURT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, AFTER ENTRY OF JUDGMENT BY COURT, REPORT OF ENTRY OF JUDGMENT MUST BE SUBMITTED TO ATTORNEY GENERAL		DATE SETTLEMENT SIGNED 02 /07 /2019	For Internal Use Only
	COPY OF SETTLEMENT MUST BE ATTACHED				
FILER INFO	NAME OF CONTACT Jack Fitzgerald				
	ORGANIZATION The Law Office of Jack Fitzgerald, PC			TELEPHONE NUMBER ((619)) 692-3840	
	ADDRESS 3636 4th Ave. Ste. 202			FAX NUMBER ((619)) 362-9555	
	CITY San Diego	STATE CA	ZIP 92103	E-MAIL ADDRESS jack@jackfitzgeraldlaw.com	

FILING INSTRUCTIONS: This form can be completed online and printed. If electronic filing is not available, mail the completed form with a copy of the settlement to the attention of the Prop 65 Coordinator at the address shown above. If you need additional space to complete this form please use an attachment.

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JENNIFER FISHMAN,

Plaintiff,

vs.

REPUBLIC TOBACCO, L.P.

Defendant.

Case No.: 37-2019-00002496-CU-MC-CTL

[PROPOSED] CONSENT JUDGMENT

Dept: C-75
Judge: Hon. Richard E. L. Strauss

1 **1. INTRODUCTION**

2 1.1. This Consent Judgment is entered into by Plaintiff Jennifer Fishman (“Plaintiff”),
3 acting on behalf of the public interest, and Republic Tobacco, L.P. (“Settling Defendant”) to settle
4 claims asserted by Fishman against Settling Defendant as set forth in the operative Complaint in the
5 matter of *Jennifer Fishman v. Republic Tobacco, L.P.*, No. 37-2019-00002496-CU-MC-CTL (Super.
6 Ct., San Diego County) (the “Action”). Plaintiff and Settling Defendant, each a “Party” are referred
7 to collectively as the “Parties.”

8 1.2. On or about October 9, 2018, Plaintiff served 60-Day Notices of Violation (the
9 “Notices”) relating to the California Safe Drinking Water and Toxic Enforcement Act of 1986,
10 California Health & Safety Code § 25249.5, et seq. (“Proposition 65”) on Settling Defendant
11 (erroneously named as Republic Group), the California Attorney General, the District Attorneys of
12 every County in the State of California, and the City Attorneys for every City in State of California
13 with a population greater than 750,000. The Notices allege violations of Proposition 65 with respect
14 to the presence of carbon monoxide in rolling papers manufactured, distributed, and/or sold by
15 Settling Defendant, designed for use with tobacco, cannabis and other legal smoking herbs.

16 1.3. Settling Defendant is a limited partnership that employs ten (10) or more persons and
17 that manufactures, distributes, and/or sells Covered Products (as defined herein) in the State of
18 California, or has done so in the past.

19 1.4. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this Court
20 has jurisdiction over the allegations of violations contained in the Notices and Complaint and personal
21 jurisdiction over Settling Defendant as to the acts alleged in the Complaint; (ii) venue is proper in the
22 County of San Diego; and (iii) this Court has jurisdiction to enter this Consent Judgment as a full and
23 final resolution of all claims which are, were or could have been raised in the Complaint based on the
24 facts alleged in the Notices and Complaint with respect to Covered Products manufactured,
25 distributed, and/or sold by Settling Defendant.

26 1.5. The Parties enter into this Consent Judgment as a full and final settlement of all claims
27 which are, were or could have been raised in the Complaint arising out of the facts or conduct related
28 to Settling Defendant alleged therein. By execution of this Consent Judgment and agreeing to comply

1 with its terms, the Parties do not admit any fact, conclusion of law, or violation of law, nor shall
2 compliance with the Consent Judgment constitute or be construed as an admission by the Parties of
3 any fact, conclusion of law, or violation of law. Settling Defendant denies the material, factual, and
4 legal allegations in the Notices and Complaint and expressly deny any wrongdoing whatsoever.
5 Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or
6 defense any of the Parties may have in this or any other pending or future legal proceedings. This
7 Consent Judgment is the product of negotiation and compromise and is accepted by the Parties solely
8 for purposes of settling, compromising, and resolving issues disputed in this Action.

9 **2. DEFINITIONS**

10 2.1. "Covered Products" means any combustible paper products manufactured, distributed,
11 or sold by Settling Defendant, including, but not limited to, such products marketed and sold under
12 the following brand names: 4 Aces, Altesse, El Rey, e-z Wider, Gambler, High Card, JOB, Joker,
13 Low Bob's, McClintock, OCB, Premier, Rolling, Rollit, Smoker Friendly, TOP, Tube Cut and
14 Ventura.

15 2.2. "Effective Date" means the date on the Court enters this Consent Judgment.

16 **3. INJUNCTIVE RELIEF**

17 3.1. Commencing twelve (12) months after the Effective Date (the "Labeling Date"),
18 Settling Defendant shall not produce or manufacture any Covered Products for sale in California, nor
19 shall it sell or distribute in California any Covered Products produced or manufactured following the
20 Labeling Date, unless a clear and reasonable on-product label that meets the requirements of Section
21 25249.6 of the California Health and Safety Code is affixed or printed on the Covered Products (a
22 "Proposition 65 Warning"). The Proposition 65 Warnings shall be given pursuant to Proposition 65
23 Guidelines Section 25603 (27 Cal. Code Regs. §25603) and be printed or affixed on the Covered
24 Products in compliance with the following:

25 3.1.1 On-product warnings affixed to or printed on the Covered Products' packaging
26 or labeling and displayed with such conspicuousness as compared with other words or
27 statements, or otherwise designed so as to render it likely to be read and understood by an
28 ordinary individual under customary conditions of purchase or use and which may be

1 contained in the same section of the packaging, labeling or instruction booklet that states other
2 safety warnings, if any. (See 27 Cal. Code Regs §25603). The on-product warning may also
3 warn for “other smoking harms”.

4 3.2. Sale Through Period. It shall not be a violation of this Consent Judgment for Settling
5 Defendant, or Downstream Released Parties (as defined in Section 5.1 below) to distribute or sell in
6 California any Covered Products manufactured or produced by Settling Defendant prior to the
7 Labeling Date without such warning labels affixed or printed on the Covered Products’ packaging
8 or labeling.

9 **4. MONETARY PAYMENTS**

10 4.1. Within ten (10) days of the Effective Date, Settling Defendant shall pay the total sum
11 of \$100,000, which shall be allocated as set forth in this Section.

12 4.2. \$50,000 as a civil penalty pursuant to California Health & Safety Code § 25249.7(b),
13 such money to be apportioned in accordance with California Health & Safety Code § 25249.12 (25%
14 to Plaintiff and 75% to the State of California’s Office of Environmental Health Hazard Assessment
15 (“OEHHA”).

16 4.2.1. Within ten (10) days of the Effective Date, Settling Defendant shall issue two
17 separate checks for the Civil Penalty to (a) “OEHHA” in the amount of \$37,500; and to (b)
18 “The Law Office of Jack Fitzgerald in Trust for Jennifer Fishman” in the amount of \$12,500.

19 4.3. \$50,000 as a reimbursement of Plaintiff’s reasonable attorneys’ fees and costs. This
20 amount shall be issued in a check made payable to The Law Office of Jack Fitzgerald within ten (10)
21 days of the Effective Date.

22 4.4. All checks shall be sent to counsel for Plaintiff, Jack Fitzgerald, 3636 4th Ave., Ste.
23 202, San Diego, California 92103. Plaintiff’s counsel shall promptly forward all checks or amounts
24 due to the payees indicated.

25 **5. RELEASE OF ALL CLAIMS**

26 5.1. This Consent Judgment is a full, final, and binding resolution between Plaintiff, acting
27 in the public interest, and Settling Defendant, as well as Settling Defendant’s parents, subsidiaries,
28 affiliated entities that are under common ownership, officers, directors, employees, shareholders,

1 divisions, subdivisions, subsidiaries, and their respective successors, attorneys and assigns (“Released
2 Parties”), and all entities to whom they directly or indirectly distribute or sell or have distributed or
3 sold Covered Products including, but not limited to, distributors, wholesalers, customers, retailers,
4 franchisees, cooperative members, licensors and licensees (“Downstream Released Parties”), of any
5 and all claims of violation of Proposition 65 that have been or could have been asserted by any person
6 against Settling Defendant and Downstream Released Parties, regarding the failure to warn about
7 exposure to any chemical listed under Proposition 65 allegedly contained in the Covered Products
8 manufactured, distributed, or sold by Settling Defendant prior to the Labeling Date, regardless of
9 whether such Covered Products are sold, distributed, or offered for sale prior to, or following, the
10 Labeling Date.

11 5.2. Plaintiff on her own behalf and on behalf of her past and current agents,
12 representatives, attorneys, successors and/or assignees, releases, waives, and forever discharges any
13 and all claims against Settling Defendant and Downstream Released Parties arising from any violation
14 of Proposition 65 or any other statutory or common law claims that have been or could have been
15 asserted by Plaintiff individually, or in the public interest, regarding the failure to warn about exposure
16 to any chemical listed under Proposition 65 in connection with Covered Products manufactured,
17 distributed, or sold by Settling Defendant prior to the Labeling Date, regardless of whether such
18 Covered Products are sold, distributed, or offered for sale prior to, or following, the Labeling Date.
19 In further consideration of the promises and agreements herein contained, and for the payments to be
20 made pursuant to Section 4, Plaintiff, on behalf of herself, her past and current agents, representatives,
21 attorneys, successors and/or assignees, hereby covenants not to sue and waives any right to institute,
22 participate in, directly or indirectly, any form of legal action and releases all claims that she may have,
23 including without limitation, all actions and causes of action in law and in equity, all obligations,
24 expenses (including without limitation all attorneys’ fees, expert fees, and investigation fees, and
25 costs), damages, losses, liabilities and demands against Settling Defendant and/or any of the
26 Downstream Released Parties of any nature, character, or kind, whether known or unknown,
27 suspected or unsuspected, limited to and arising out of the allegations made in the Notices.

1 5.3. Compliance with the terms of this Consent Judgment by Settling Defendant and the
2 Downstream Released Parties shall constitute compliance with Proposition 65 by Settling Defendant
3 and Downstream Released Parties with respect to any alleged failure to warn about any chemical
4 listed under Proposition 65 allegedly contained in the Covered Products manufactured, distributed,
5 or sold by Settling Defendant after the Effective Date.

6 5.4. Upon the Effective Date, the Released Parties and Downstream Released Parties, on
7 behalf of themselves and their officers, directors, owners, partners, servants, agents, attorneys,
8 employees, affiliates, and other representatives hereby release and forever discharge Plaintiff, and
9 Plaintiff's attorneys, family members, predecessors, successors, heirs, assigns, related persons and
10 other representatives, from any and all claims or causes of action that were alleged or could have
11 been alleged in the Action, or arising out of the Action.

12 **6. OVERSIGHT AND ENFORCEMENT OF TERMS**

13 6.1 The Court shall retain jurisdiction to oversee, enforce and/or modify the terms of this
14 Consent Judgment.

15 6.2 Any Party may, by means of filing an application for an order to show cause, enforce
16 the terms and conditions contained in this Consent Judgment. The prevailing Party in any such action
17 or application may request that the Court award its reasonable attorneys; fees and costs associated
18 with such action or application. Any action to enforce alleged violations of Section 3 shall be brought
19 exclusively pursuant to this Section 6, and be subject to the meet and confer requirement of Section
20 6.3.4 if applicable.

21 6.3 Notice of Violation. In the event that Plaintiff purchases a Covered Product in
22 California and Plaintiff can demonstrate that such Covered Product was not part of the stock of
23 Covered Products manufactured, produced, distributed or sold by Settling Defendant prior to the
24 Labeling Date, Plaintiff may issue a Notice of Violation pursuant to this Section.

25 6.3.1 Service of Notice of Violation and Supporting Documentation.

26 6.3.1.1 The Notice of Violation shall be sent to the person(s) identified in
27 Section 9.1 to receive notices for Settling Defendant, and must be served within sixty
28 (60) days of the later of the date the Covered Product at issue was purchased or

1 otherwise acquired by Plaintiff or the date that Plaintiff can reasonably determine that
2 the Covered Product at issue was manufactured, shipped, sold, or offered for sale by
3 Settling Defendant.

4 6.3.1.2 The Notice of Violation shall, at a minimum, set forth: (a) the date the
5 Covered Product was purchased; (b) the location at which the Covered Product was
6 purchased; and (c) a description of the Covered Products giving rise to the alleged
7 violation, including the name and address of the retail entity from which the sample
8 was obtained and pictures of the product packaging from all sides, which clearly
9 identifies any product codes or product identification information.

10 6.3.2 Notice of Election of Response. No more than sixty (60) days after effectuation
11 of service of a Notice of Violation, Settling Defendant shall provide written notice to Plaintiff
12 whether it elects to contest the allegations contained in a Notice of Violation (“Notice of
13 Election”). Failure to provide a Notice of Election within sixty (60) days of effectuation of
14 service of a Notice of Violation shall be deemed an election not to contest the Notice of
15 Violation. Upon notice to Plaintiff, Settling Defendant may have up to an additional sixty (60)
16 days to elect to contest the allegations if, notwithstanding Settling Defendant’s good faith
17 efforts, Settling Defendant was unable to verify the information provided by Plaintiff before
18 expiration of the initial sixty (60) day period.

19 6.3.2.1 If a Notice of Violation is contested, the Notice of Election shall
20 include all documents upon which Settling Defendant is relying to contest the alleged
21 violation. If Settling Defendant or Plaintiff later acquires additional information
22 regarding the alleged violation during the meet and confer period described in Section
23 6.3.4, they shall notify the other Party and promptly provide all such data or
24 information to the Party unless either the Notice of Violation or Notice of Election has
25 been withdrawn.

26 6.3.3 Meet and Confer. If a Notice of Violation is contested, Plaintiff and Settling
27 Defendant shall meet and confer to attempt to resolve their dispute. Within thirty (30) days of
28 serving a Notice of Election contesting a Notice of Violation, Settling Defendant may

1 withdraw the original Notice of Election contesting the violation. At any time, Plaintiff may
2 withdraw a Notice of Violation, in which case for purposes of this Section 6.3 the result shall
3 be as if Plaintiff never issued any such Notice of Violation. If no informal resolution of a
4 Notice of Violation results within thirty (30) days of a Notice of Election to contest, Plaintiff
5 may file an enforcement motion or application pursuant to Section 6.2.

6 6.3.4 Non-Contested Notices. If Settling Defendant elects not to contest the
7 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments,
8 if any, as set forth below.

9 6.3.4.1 Settling Defendant shall include in its Notice of Election a detailed
10 description with supporting documentation of the corrective action(s) that it has
11 undertaken or proposes to undertake to address the alleged violation. Any such
12 correction shall, at a minimum, provide reasonable assurance that Settling Defendant
13 will take all necessary actions to ensure that (i) all Covered Products having the same
14 product codes and product identification information as that of the Covered Product
15 identified in Plaintiff's Notice of Violation (the "Noticed Covered Products") have
16 affixed or printed on their packaging clear and reasonable Proposition 65 warnings as
17 described in Sections 3.1 and 3.2 hereof or (ii) if no such labeling is affixed or printed,
18 such Noticed Covered Products will not be thereafter sold in California or offered for
19 sale to California customers by Settling Defendant, and that Settling Defendant has
20 sent instructions to any retailers or customers that offer the Noticed Covered Products
21 for sale to cease offering the Noticed Covered Products for sale to California
22 consumers and to return all such Noticed Covered Products to Settling Defendant.
23 Settling Defendant shall keep for a period of one year and make available to Plaintiff
24 upon reasonable notice (which shall not exceed more than one request per year) for
25 inspection and copying records of any correspondence regarding the foregoing.

26 6.3.4.2 If there is a dispute over the corrective action or over whether Settling
27 Defendant is excused from conducting the corrective actions described in Section
28 6.3.5.1, Settling Defendant and Plaintiff shall meet and confer before seeking any

1 remedy in court. In no case shall Plaintiff issue more than one Notice of Violation per
2 product type of a Covered Product, nor shall Plaintiff issue more than two Notices of
3 Violation in the first year following the Effective Date.

4 6.3.4.3 Settling Defendant shall pay \$1,000 for each Notice of Violation under
5 Section 6.3 that was not successfully contested or withdrawn. If Settling Defendant is
6 excused from the corrective action obligation pursuant to Section 6.3.3, then Settling
7 Defendant shall be excused from payment under this Section for that Notice of
8 Violation. In no case shall Settling Defendant be obligated to pay more than \$20,000
9 for all Notices of Violation not successfully contested or withdrawn in any calendar
10 year irrespective of the total number of Notices of Violation issued.

11 6.3.5 Payments. Any payments under Section 6.3 shall be made by check payable to The
12 Law Office of Jack Fitzgerald, PC, shall be paid within thirty (30) days of service of a Notice of
13 Election triggering a payment, and shall be used as reimbursement for costs for investigating,
14 preparing, sending, and prosecuting Notices of Violation, and to reimburse attorneys' fees and costs
15 incurred in connection with these activities.

16 **7. APPLICATION OF CONSENT JUDGMENT**

17 7.1 This Consent Judgment shall apply to and be binding upon the Parties and their
18 respective privies, successors, and assigns, and it shall be deemed to inure the benefit of the Parties
19 and their respective privies, successors, and assigns.

20 **8. MODIFICATION OF CONSENT JUDGMENT**

21 8.1. This Consent Judgment may only be modified by written agreement of Plaintiff and
22 Settling Defendant, or upon noticed motion of Plaintiff or Settling Defendant as provided by law.

23 **9. MOST FAVORED NATION**

24 9.1 If, on or after the date hereof, Plaintiff enters into any consent judgement or similar
25 agreement (a "Settlement Document") with any person with respect to combustible paper products,
26 then (i) Plaintiff shall as soon as practicable provide notice thereof to Settling Defendant and (ii) the
27 terms and conditions of this Consent Judgment shall be, without any further action by Settling
28 Defendant or Plaintiff, automatically amended and modified in an equivalent manner such that

1 Settling Defendant shall receive the benefit of any more favorable terms and/or conditions (as the
2 case may be) set forth in any such Settlement Document, provided that upon written notice to Plaintiff
3 at any time Settling Defendant may elect not to accept the benefit of any such amended or modified
4 term or condition, in which event the term or condition contained in this Consent Judgment shall
5 continue to apply to Settling Defendant as in effect immediately prior to such amendment or
6 modification as if such amendment or modification never occurred with respect to Settling Defendant.
7 For the avoidance of doubt, nothing in this Section 9 will apply to a monetary remedy contained or
8 offered in any Settlement Document.

9 **10. PROVISION OF NOTICE**

10 10.1 All notices required to be given to either Party to this Consent Judgment by the other
11 shall be in writing and sent to the following agents listed below by (a) first-class, registered, (b)
12 certified mail, (c) overnight courier, or (d) personal delivery to the following:

13 For Plaintiff Jennifer Fishman
14 The Law Office of Jack Fitzgerald, PC
15 Jack Fitzgerald
16 3636 4th Ave., Ste. 202
San Diego, CA 92103
jack@jackfitzgeraldlaw.com

17 For Defendant Republic Tobacco, L.P.
18 Michael G. Romey
19 Latham & Watkins LLP
20 355 S. Grand Ave., Ste. 100
Los Angeles, CA 90071
Mike.Romey@lw.com

21 And

22 Seth Gold
23 Executive Vice President and General Counsel
24 Republic Tobacco, L.P.
25 2301 Ravine Way
Glenview, Illinois 60025
sigold@drl-ent.com

26
27 10.2. Any Party may modify the person and address to whom the notice is to be sent by
28 sending the other Parties notice by first class and electronic mail.

1 **11. CONSTRUCTION AND SEVERABILITY**

2 11.1. The terms and conditions of this Consent Judgment have been reviewed by the
3 respective counsel for the Parties prior to its signing, and each Party has had an opportunity to fully
4 discuss the terms and conditions with its counsel. In any subsequent interpretation or construction of
5 this Consent Judgment, any uncertainty or ambiguity existing in the terms and conditions shall not be
6 construed against any Party as a result of the manner of the preparation of this Consent Judgment.
7 Each Party to this Consent Judgment agrees that any statute or rule of construction providing that
8 ambiguities are to be resolved against the drafting Party should not be employed in the interpretation
9 of this Consent Judgment and, in this regard the Parties hereby waive California Civil Code Section
10 1654.

11 11.2. In the event that any of the provisions of this Consent Judgment is held by a court to
12 be unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

13 **12. GOVERNING LAW**

14 12.1. The terms and conditions of this Consent Judgment shall be governed by and construed
15 in accordance with the laws of the State of California.

16 **13. COURT APPROVAL**

17 13.1. The Parties shall use their reasonable best efforts to support the Court’s approval of
18 the Consent Judgment and entry of the Consent Judgment. The Parties acknowledge that, pursuant to
19 California Health and Safety Code Section 25249.7(f), a noticed motion is required for judicial
20 approval of this Consent Judgment, which motion Plaintiff shall draft and file and Settling Defendant
21 shall support, appearing at the hearing if so requested. Plaintiff agrees to file a notice of motion within
22 fifteen (15) calendar days after the Effective Date.

23 13.2. If the California Attorney General objects to any term in this Consent Judgment, the
24 Parties shall use their best efforts to resolve the concern in a timely manner, and, if possible, prior to
25 the hearing on the Motion for Court Approval.

26 13.3. This Consent Judgment shall not be effective until it is approved by the Court and
27 shall be null and void if, for any reason, it is not approved and entered by the Court within one (1)
28 year after it has been fully executed by the Parties. If, despite the Parties’ best efforts, the Court does

1 not approve settlement and enter a Consent Judgment thereon within nine (9) months of the date the
2 Consent Judgment is executed by the Parties, the Parties shall meet to try and resolve the matter
3 amicably, if such resolution cannot be reached, the settlement is null and void and of no force or
4 effect, in which event, all payment-related obligations set forth in Section 4 shall be deemed never to
5 have existed and the Parties may thereafter proceed of their own accord.

6 **14. ENTIRE AGREEMENT**

7 14.1. This Consent Judgment contains the sole and entire agreement and understanding of
8 Plaintiff and Settling Defendant with respect to the entire subject matter herein, and any and all prior
9 discussions, negotiations, commitments, or understandings related hereto. No representations,
10 express or implied, other than those contained herein have been made by any Party.

11 14.2. No other agreements not specifically contained or referenced herein shall be deemed
12 to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced
13 herein shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are
14 expressly incorporated herein.

15 14.3. No supplementation, modification, waiver, or termination of this Consent Judgment
16 shall be binding unless executed in writing by the Party to be bound thereby.

17 14.4. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall
18 constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver
19 constitute a continuing waiver.

20 **15. RETENTION OF JURISDICTION**

21 15.1. This Court shall retain jurisdiction of this matter to implement or modify the Consent
22 Judgment.

23 **16. AUTHORIZATION**

24 16.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized by
25 the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute the
26 Consent Judgment on behalf of the Party represented and to legally bind that Party.

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1 **17. EXECUTION IN COUNTERPARTS**

2 17.1. This Consent Judgement may be executed in counterparts and by facsimile, each of
3 which shall be deemed an original, and all of which, when taken together, shall constitute one and the
4 same document.

5
6 **IT IS SO STIPULATED:**

7 By:  _____ Dated: 2/6/ 2019
8 Plaintiff, Jennifer Fishman

9
10 By:  _____ Dated: February 6, 2019
11 Plaintiff's Counsel, Jack Fitzgerald

12 By:  _____ Dated: February 7, 2019
13 Defendant, Republic Tobacco, L.P.
14 Seth Gold
15 Executive Vice President and General Counsel

16 By:  _____ Dated: February 7, 2019
17 Defendant's Counsel, Michael G. Romey

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