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7 Attorneys for Plaintiff,
8 CONSUMER ADVOCACY GROUP, INC.

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

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

13 Plaintiff,

14 v.

15 GENERAL DISCOUNT CORPORATION, a
16 Massachusetts corporation, et al. and DOES
17 1 to 60, inclusive.

18 Defendants.

CASE NO.: 19STCV28570

[Assigned to Judge Robert S. Draper,
Dept. 78]

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

19 **1. INTRODUCTION**

20 1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer
21 Advocacy Group, Inc. (referred to as "CAG") acting on behalf of itself and in the public interest,
22 and Defendant Fine Discount No. 1, Inc. dba General Discount (collectively "Settling
23 Defendant") with each a Party to the action and collectively referred to as "Parties."

24 **1.2 Defendant and Covered Products**

25 1.2.1 CAG alleges that Fine Discount No. 1, Inc. dba General Discount is a California
26 Corporation which employs ten or more persons. For purposes of this Consent Judgment only,
27 Fine Discount No. 1, Inc. dba General Discount is deemed a person in the course of doing
28 business in California and subject to the provisions of the Proposition 65.

1 1.2.2 CAG alleges that Settling Defendant manufactures, sells, and/or distributes
2 consumer products in California.

3 1.2.3 Settling Defendant, a retailer, denies that it manufactures and/or distributes
4 consumer products in California.

5 **1.3 Listed Chemicals**

6 1.3.1 Di (2-ethylhexyl) Phthalate (“DEHP”), also known as Diethyl Hexyl Phthalate
7 and Bis (2-ethylhexyl) Phthalate, has been listed by the State of California as a chemical known
8 to cause cancer and birth defects or other reproductive harm.

9 1.3.2 Di-n-butyl Phthalate (“DBP”) has been listed by the State of California as a
10 chemical known to cause reproductive toxicity.

11 **1.4 Notices of Violation**

12 1.4.1 On or about November 30, 2018, CAG served a “60-Day Notice of Intent to Sue
13 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2018-
14 02188”) (“November 30, 2018 Notice”) that CAG alleges provided Defendant with notice of
15 alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in
16 California of exposures to DEHP contained in certain Bath Caddy with Plastic Suction Cup sold,
17 manufacturer, and/or distributed by Defendant in California. No public enforcer has commenced
18 or diligently prosecuted the allegations set forth in the November 30, 2018 Notice.

19 1.4.2 On or about January 18, 2019, CAG served a “60-Day Notice of Intent to Sue for
20 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-00117”) (“January 18, 2019 Notice”) that CAG alleges provided Defendant with notice of alleged
21 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
22 exposures to DEHP contained in certain Cosmetic Tools Set sold, manufacturer, and/or
23 distributed by Defendant in California. No public enforcer has commenced or diligently
24 prosecuted the allegations set forth in the January 18, 2019 Notice.

25 1.4.3 On or about February 4, 2019 CAG served a “60-Day Notice of Intent to Sue for
26 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-00254”)
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1 (“February 4, 2019, Notice”) that CAG alleges provided Defendant with notice of alleged
2 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
3 exposures to DEHP contained in certain Foldable chair with polymer components sold,
4 manufacturer, and/or distributed by Defendant in California. No public enforcer has commenced
5 or diligently prosecuted the allegations set forth in the February 4, 2019, Notice.

6 1.4.4 On or about February 4, 2019, CAG served a “60-Day Notice of Intent to Sue for
7 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-00252”)
8 (“February 4 , 2019 Notice”) that CAG alleges provided Defendant with notice of alleged
9 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
10 exposures to DEHP contained in certain Soap Dish with Plastic Suction Cup sold, manufacturer,
11 and/or distributed by Defendant in California. No public enforcer has commenced or diligently
12 prosecuted the allegations set forth in the February 4, 2019 Notice.

13 1.4.5 On or about March 21, 2019, CAG served a “60-Day Notice of Intent to Sue for
14 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-00565”)
15 (“March 21, 2019 Notice”) that CAG alleges provided Defendant with notice of alleged
16 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
17 exposures to DBP contained in certain Women’s Sandals with Plastic Components sold,
18 manufacturer, and/or distributed by Defendant in California. No public enforcer has commenced
19 or diligently prosecuted the allegations set forth in the March 21, 2019 Notice.

20 1.4.6 On or about April 11, 2019, CAG served a “60-Day Notice of Intent to Sue for
21 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2019-00779”)
22 (“April 11, 2019 Notice”) that CAG alleges provided Defendant with notice of alleged violations
23 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
24 DEHP contained in certain Clear Vinyl Eyeglasses Case sold, manufacturer, and/or distributed
25 by Defendant in California. No public enforcer has commenced or diligently prosecuted the
26 allegations set forth in the April 11, 2019, Notice.

27 **1.5 Complaints**
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1 1.5.1 On August 13, 2019 CAG filed a Complaint for civil penalties and injunctive
2 relief ("Complaint 1") in Los Angeles County Superior Court, Case No. 19STCV28570 against
3 Defendant Fine Discount No. 1, Inc. dba General Discount. Complaint 1 alleges, among other
4 things, that Proposition 65 was violated for failure to allegedly give clear and reasonable
5 warnings of alleged exposure to Listed Chemicals in Covered Products Defendant sold in
6 California as alleged in the Notices specified in Section 1.4.

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 Defendant 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 as alleged against Defendant, and of all claims which were or
13 could have been raised by any person or entity based in whole or in part, directly or indirectly, on
14 the facts alleged in the Notices specified in Section 1.4 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 into
17 this Consent Judgment pursuant to a full and final settlement of any and all claims between the
18 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall
19 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, including
21 without limitation, any admission concerning any alleged or actual violation of Proposition 65 or
22 any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the
23 meaning of the terms "knowingly and intentionally expose" or "clear and reasonable warning" as
24 used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor
25 compliance with its terms, shall constitute or be construed as an admission by the Parties of any
26 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by
27 Settling Defendant, their officers, directors, employees, or parent, subsidiary or affiliated
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corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other or future legal proceeding, except as expressly provided in this Consent Judgment.

2. DEFINITIONS

2.1 "Covered Products" means:

(1) **Bath Caddy with Plastic Suction Cup** with Universal Product Code

("UPC") Number 8 86466413642 manufactured, distributed and/or sold by HDS Trading only;

(2) **Cosmetic Tools Set** with UPC Number 871290004852 manufactured, distributed and/or sold by Donnamax® Inc. only;

(3) **Foldable chair with Polymer Components** with UPC Number 600719180606 manufactured, distributed and/or sold by Mercury B.E. LLC only;

(4) **Soap Dish with Plastic Suction Cup** with UPC Number 886466413628 manufactured, distributed and/or sold by HDS Trading only;

(5) **Women's Sandals with Plastic Components** with UPC Number 6845625341336 manufactured, distributed and/or sold by Ameta Corporation only; and

(6) **Clear Vinyl Eyeglasses Case** with UPC Number 739042009442 manufactured, distributed and/or sold by Shark Eyes Inc. only.

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

2.3 "DEHP" means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl Phthalate and Bis (2-ethylhexyl) Phthalate

2.4 "DBP" means Di-n-butyl Phthalate

2.5 "Listed Chemicals" means:

As to Bath Caddy with Plastic Suction Cup, Cosmetic Tools Set, Foldable chair with Polymer Components, Soap Dish with Plastic Suction Cup, and Clear Vinyl Eyeglasses Case: DEHP

As to Women's Sandals with Plastic Components: DBP

2.6 "Notices" means the Notices named in paragraph 1.4 of this Consent Judgment.

3. INJUNCTIVE RELIEF/REFORMULATION

3.1 After the Effective Date, Settling Defendant shall not sell, ship for sale, or distribute for sale any Covered Products with any component that contains the Listed Chemical(s) in excess of 0.1% (1,000 parts per million) by weight without a Proposition 65-compliant warning consistent with 27 California Code of Regulations Section 25600 *et seq.*

4. SETTLEMENT PAYMENT

4.1 **Payment and Due Date:** Settling Defendant shall pay a total of one hundred and fifty thousand dollars and zero cents (\$150,000.00) in full and complete settlement of any and all claims for civil penalties, damages, attorney's fees, expert fees or any other claim for costs, expenses or monetary relief of any kind for claims that were or could have been asserted in the Notices or Complaint 1 identified in Sections 1.4 and 1.5, respectively, as follows:

4.1.1 **Civil Penalty:** Settling Defendant shall issue two separate checks totaling eleven thousand four hundred and forty dollars (\$11,440.00) as follows for alleged civil penalties pursuant to Health & Safety Code § 25249.12:

(a) Settling Defendant will issue one check made payable to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of eight thousand five hundred and eighty dollars (\$8,580.00) representing 75% of the total civil penalty and Settling Defendant will issue a second check to Consumer Advocacy Group, Inc. in the amount of two thousand eight hundred and sixty dollars (\$2,860.00) representing 25% of the total civil penalty.

(b) Separate 1099s shall be issued for each of the above payments: Settling Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the

1 amount of \$8,580.00. Settling Defendant will also issue a 1099 to Consumer Advocacy Group,
2 Inc. in the amount of \$2,860.00 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100
3 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

4 **4.1.2 Additional Settlement Payments:** Settling Defendant shall issue one check for
5 eight thousand five hundred and sixty dollars (\$8,560.00) to "Consumer Advocacy Group, Inc."
6 pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11
7 §3203(d). CAG will use this portion of the Total Settlement Payment as follows, eighty percent
8 (80%) for fees of investigation, purchasing and testing for the Proposition 65 Listed Chemical
9 in various products, and for expert fees for evaluating exposures through various mediums,
10 including but not limited to consumer product, occupational, and environmental exposures to
11 the Proposition 65 Listed Chemical, and the cost of hiring consulting and retaining experts who
12 assist with the extensive scientific analysis necessary for those files in litigation and to offset the
13 costs of future litigation enforcing Proposition 65 but excluding attorney fees; twenty percent
14 (20%) for administrative costs incurred during investigation and litigation to reduce the public's
15 exposure to the Proposition 65 Listed Chemicals by notifying those persons and/or entities
16 believed to be responsible for such exposures and attempting to persuade those persons and/or
17 entities to reformulate their products or the source of exposure to completely eliminate or lower
18 the level of the Proposition 65 Listed Chemicals including but not limited to costs of
19 documentation and tracking of products investigated, storage of products, website enhancement
20 and maintenance, computer and software maintenance, investigative equipment, CAG's
21 member's time for work done on investigations, office supplies, mailing supplies and postage
22 Within 30 days of a request from the Attorney General, CAG shall provide to the Attorney
23 General copies of documentation demonstrating how the above funds have been spent. CAG
24 shall be solely responsible for ensuring the proper expenditure of such additional settlement
25 payment.

26 **4.1.3 Reimbursement of Attorney Fees and Costs:** Settling Defendant shall issue a
27 check in the amount of one hundred and thirty thousand dollars (\$130,000) payable to
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1 “Yeroushalmi & Yeroushalmi” as complete reimbursement for any and all reasonable
2 investigation fees and costs, attorneys’ fees, expert fees, and any and all other costs and
3 expenses incurred as a result of investigating, bringing this matter to the Settling Defendant’s
4 attention, litigating, negotiating a settlement in the public interest, and seeking and obtaining
5 court approval of this Consent Judgment.

6 4.2 Other than the payment to OEHHA described above, all payments referenced in
7 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
8 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
9 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard
10 Assessment, OEHHA, 1001 I Street, Mail Stop 12-B Sacramento, California 95812, Attn: Mike
11 Gyurics. Settling Defendant shall provide written confirmation to CAG of the payment to
12 OEHHA.

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

14 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
15 behalf of itself and in the public interest, and Settling Defendant and their owners, officers,
16 directors, insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries,
17 partners, affiliates, sister companies, predecessors, and their successors and assigns (“Defendant
18 Releasees”), and all entities to whom Settling Defendant directly or indirectly distribute or sell
19 Covered Products, including, but not limited to, downstream distributors, downstream
20 wholesalers, customers, retailers, marketplace hosts, franchisees, cooperative members,
21 licensees, and the successors and assigns of any of them, who may use, maintain, distribute or
22 sell Covered Products (“Downstream Defendant Releasees”), of all claims for alleged or actual
23 violations of Proposition 65 for alleged exposures to the Listed Chemicals from the Covered
24 Products manufactured, distributed or sold by Settling Defendant up through the Effective Date
25 as set forth in the Notices and Complaints. Settling Defendant and Defendant Releasees’
26 compliance with this Consent Judgment shall constitute compliance with Proposition 65 with
27 respect to alleged exposures to the Listed Chemicals from the Covered Products sold by
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1 Defendant Releasees or Downstream Defendant Releasees after the Effective Date. Shark Eyes
2 Inc., Ameta Corporation, Donnamax® Inc., HDS Trading, Inc., Mercury B.E. LLC shall be
3 released only as to the Covered Products as defined in this Consent Judgment. Nothing in this
4 Section affects CAG's right to commence or prosecute an action under Proposition 65 against
5 any person other than Settling Defendant, Defendant Releasees, or Downstream Defendant
6 Releasees.

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 Defendant Releasees and Downstream
14 Defendant Releasees arising from any actual or alleged violation of Proposition 65 or any other
15 statutory or common law claim regarding the Covered Products manufactured, distributed or sold
16 by the Defendant Releasees through the Effective Date regarding any actual or alleged failure to
17 warn about exposure to the Listed Chemicals from the Covered Products. In furtherance of the
18 foregoing, CAG on behalf of itself only, hereby waives any and all rights and benefits which it
19 now has, or in the future may have, conferred upon it with respect to Claims regarding the
20 Covered Products manufactured, distributed or sold by Defendant Releasees through the
21 Effective Date arising from any violation of Proposition 65 or any other statutory or common
22 law regarding the failure to warn about exposure to the Listed Chemicals from the Covered
23 Products by virtue of the provisions of section 1542 of the California Civil Code, which provides
24 as follows:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
28 RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

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

16 **6. ENTRY OF CONSENT JUDGMENT**

17 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
18 California Health & Safety Code § 25249.7(f).

19 6.4 If this Consent Judgment is not approved in full by the Court: (a) this Consent
20 Judgment and any and all prior agreements between the Parties merged herein shall terminate
21 and become null and void, and the actions shall revert to the status that existed prior to the
22 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
23 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
24 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
25 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
26 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.
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1 **7. MODIFICATION OF JUDGMENT**

2 7.1 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 7.2 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 **8. ENFORCEMENT OF JUDGMENT**

8 8.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
9 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
10 California, County of Los Angeles, giving the notice required by law, enforce the terms and
11 conditions contained herein. A Party may enforce any of the terms and conditions of this
12 Consent Judgment only after that Party first provides 30 days' notice to the Party allegedly
13 failing to comply with the terms and conditions of this Consent Judgment and attempts to resolve
14 such Party's failure to comply in an open and good faith manner.

15 **9. RETENTION OF JURISDICTION**

16 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
17 terms of this Consent Judgment under Code of Civil Procedure section 664.6.

18 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
19 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

21 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
22 California Attorney General so that the Attorney General may review this Consent Judgment
23 prior to its submittal to the Court for approval. No sooner than forty-five (45) days after the
24 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may
25 then submit it to the Court for approval.

26 **11. ATTORNEY FEES**

27 11.1 Except as specifically provided in Section 4.1.3., each Party shall bear its own
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attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

12. GOVERNING LAW

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

12.2 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 or Listed Chemicals, then Settling Defendant 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 Settling Defendant from any obligation to comply with any other pertinent state or federal law or regulation.

12.3 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 section 1654.

13. EXECUTION AND COUNTERPARTS

13.1 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.

14. NOTICES

14.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.

If to CAG:

Reuben Yeroushalmi
reuben@yeroshalmi.com
Yeroushalmi & Yeroushalmi
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212

If to Defendant Fine Discount No. 1, Inc. dba General Discount:
Laurence C. Hall
larry@larryhalllaw.com
The Hall Law Corporation
1001 Sixth Street, Suite 120
Manhattan Beach, CA 90266

15. AUTHORITY TO STIPULATE

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

AGREED TO:

AGREED TO:

Date: _____, 2022

Date: SEPTEMBER 17, 2022

Name: _____

Name: Mehrdad Banialifard

Title: _____

Title: PRESIDENT

CONSUMER ADVOCACY GROUP, INC. FINE DISCOUNT NO. 1, INC. DBA GENERAL
DISCOUNT

14. NOTICES

14.1 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.

If to CAG:

Reuben Yeroushalmi
reuben@yeroushalmi.com
Yeroushalmi & Yeroushalmi
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212

If to Defendant Fine Discount No. 1, Inc. dba General Discount:
Laurence C. Hall
larry@larryhalllaw.com
The Hall Law Corporation
1001 Sixth Street, Suite 120
Manhattan Beach, CA 90266

15. AUTHORITY TO STIPULATE

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

AGREED TO:

AGREED TO:

Date: September 21, 2022

Date: _____, 2022

Michael Marcus

Name: Michael Marcus

Name: _____

Title: Director

Title: _____

CONSUMER ADVOCACY GROUP, INC. FINE DISCOUNT NO. 1, INC. DBA GENERAL DISCOUNT

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IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT