

1 Reuben Yeroushalmi (SBN 193981)
2 **YEROUSHALMI & YEROUSHALMI**
3 An Association of Independent Law Corporations
4 9100 Wilshire Boulevard, Suite 240W
5 Beverly Hills, California 90212
6 Telephone: 310.623.1926
7 Facsimile: 310.623.1930

8 Attorneys for Plaintiff,
9 Consumer Advocacy Group, Inc.

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

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

15 Plaintiff,

16 v.

17 NUMERO UNO MARKETS, a business
18 entity form unknown;
19 MIRAVALLE FOODS, INC., a California
20 Corporation;
21 G.P. DE SILVA & SONS SPICE (USA),
22 INC., a California Corporation;
23 and DOES 1-10.

24 Defendants.

CASE NO. 19STCV16843

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

25 **1. INTRODUCTION**

26 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
27 ADVOCACY GROUP, INC. (referred to as "CAG") acting on behalf of itself and in the interest
28

1 of the public, and defendant, GP De Silva Spices, Inc. and Miravalle Foods, Inc. (hereinafter
2 referred to as “Defendants”), with each a Party to the action collectively referred to as “Parties.”

3 **1.2 Defendant and Products**

4 1.2.1 Defendant is a California corporation which employs ten or more persons.
5 Defendant distributes, and sells Ground Cinnamon (Hereinafter referred to as the “Covered
6 Products”)

7 1.2.2 For purposes of this Consent Judgment, Defendant is deemed a person in
8 the course of doing business in California and are subject to the provisions of the Safe Drinking
9 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
10 (“Proposition 65”).

11 **1.3 Chemicals of Concern**

12 1.3.1 Lead and Lead Compounds (hereinafter “Lead”) are known to the State of
13 California to cause cancer and/or birth defects or other reproductive harm.

14 1.3.2 Inorganic Arsenic (hereinafter Arsenic) are known to the State of
15 California to cause cancer and/or birth defects or other reproductive harm.

16 **1.4 Notices of Violation**

17 1.4.1 On or about December, 21, 2018, CAG served Defendant Numero Uno
18 Marketplace, Miravalle Foods, Inc. and various public enforcement agencies with a document
19 entitled “60-Day Notice of Violation” (Attorney General Notice “AG” Number 2018-02323)
20 (hereinafter “Notice 1”) that provided the Defendant with notice of alleged violations of Health
21 & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead, and
22 Arsenic, contained in Ground Cinnamon sold and/or distributed by Defendants. No other public
23 enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.
24

25 1.4.2 On or about March 21, 2019, CAG served Defendant Numero Uno
26 Markets, Jose Martinez Mfg, Miravalle Foods, Inc. and various public enforcement agencies
27 with a document entitled “60-Day Notice of Violation” (AG Number # 2019-00567) (hereinafter
28 “Notice 2”) that provided the Defendant with notice of alleged violations of Health & Safety

1 Code § 25249.6 for failing to warn individuals in California of exposures to Lead, and Arsenic,
2 contained in Ground Cinnamon sold and/or distributed by Defendants. No other public enforcer
3 has commenced or diligently prosecuted the allegations set forth in the Notice.

4 1.4.3 On or about October 4, 2019, CAG served Defendant GP De Silva Spices, Inc. and
5 various public enforcement agencies with a document entitled “60-Day Notice of Violation” (AG
6 Number # 2019-01884) (hereinafter “Notice 3”) that provided the Defendant with notice of
7 alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in
8 California of exposures to Lead, and Arsenic, contained in Ground Cinnamon sold and/or
9 distributed by Defendants. No other public enforcer has commenced or diligently prosecuted the
10 allegations set forth in the Notice.

11 1.4.4 On or about October 8, 2020, CAG served Defendant GP De Silva Spices, Inc. and
12 various public enforcement agencies with a document entitled “60-Day Notice of Violation” (AG
13 Number # 2020-02664) (hereinafter “Notice 4”) that provided the Defendant with notice of
14 alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in
15 California of exposures to Lead, and Arsenic, contained in Ground Cinnamon sold and/or
16 distributed by Defendants. No other public enforcer has commenced or diligently prosecuted the
17 allegations set forth in the Notice.

18 1.4.5 Notice 1 Notice 2, Notice 3, and Notice 4 are collectively referred to as the
19 “Notices”
20

21 **1.5 Complaint**

22 1.5.1 On May 14, 2019, CAG filed a complaint for civil penalties and injunctive
23 relief (“Complaint”) in Los Angeles Superior Court, Case No. 19STCV16843 against
24 Defendants. The Complaint alleges, among other things, that Defendant violated Proposition 65
25 by failing to give clear and reasonable warnings of exposure to Listed Chemicals from Covered
26 Products.

27 1.5.2 On April 7, 2020, CAG filed a First Amended Complaint against
28 Defendants.

1 1.5.3 January 4, 2021, CAG filed a Second Amended Complaint against
2 Defendants.

3 1.6 **Consent to Jurisdiction**

4 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court
5 has jurisdiction over the allegations of violations contained in the Complaint and personal
6 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the
7 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a
8 full settlement and resolution of the allegations contained in cause of action one of the Complaint
9 and of all claims which were or could have been raised by any person or entity based in whole or
10 in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

11 1.7 **No Admission**

12 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The
13 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all
14 claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this
15 Consent Judgment shall be construed as an admission by the Parties of any material allegation of
16 the Complaint (each and every allegation of which Defendant denies), any fact, conclusion of
17 law, issue of law or violation of law, including without limitation, any admission concerning any
18 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,
19 or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable
20 warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment,
21 nor compliance with its terms, shall constitute or be construed as an admission by the Parties of
22 any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability
23 by any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated
24 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding
25 or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall
26 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
27 other or future legal proceeding, except as expressly provided in this Consent Judgment.
28

1 **2. DEFINITIONS**

2 2.1 "Covered Products" means Ground Cinnamon as identified in the Notices, sold or
3 supplied by GP De Silva Spices, Inc. and any Ground Cinnamon or "Canela Molida" packaged
4 and sold by Miravalle Foods, Inc.

5 2.2 "Effective Date" means the date that this Consent Judgment is approved by the
6 Court.

7 2.3 "Lead" means Lead and Lead Compounds.

8 2.4 "Arsenic" means Inorganic Arsenic.

9 2.5 "Released Parties" means Defendants Numero Uno Marketplace, Miravalle
10 Foods, Inc. Jose Martinez Mfg. Jose Martinez Candy Company, and GP De Silva Spices,
11 Incorporated.

12 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
13 **WARNINGS.**

14 3.1 After the Effective Date, Defendant Miravalle Foods, Inc., shall not sell in California,
15 offer for sale in California, or ship for sale in California any Covered Products unless the level of
16 Lead does not exceed 550 parts per billion ("ppb"), and the level of Arsenic does not exceed 20
17 ppb unless Proposition 65 compliant warnings are used as set forth in the following paragraphs.

18 3.2 For any Covered Products that exceeds their respective levels of Lead, or Arsenic
19 that are placed into the stream of commerce in California after the Effective Date, Defendant
20 Miravalle Foods, Inc. must provide a Proposition 65 compliant warning consistent with 27
21 California Code of Regulations ("CCR") Section 25600 *et seq* for the Covered Products. Any
22 warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the
23 Covered Products, and be prominently placed with such conspicuousness as compared with other
24 words, statements, designs, or devices as to render it likely to be read and understood by an
25 ordinary individual under customary conditions before purchase or use. The warning must be set
26 off from other surrounding information, enclosed in a box. The Parties agree that warning
27 language consistent with 27 California Code of Regulations ("CCR") Section 25600 *et seq* shall
28

1 constitute compliance with Proposition 65 with respect to the alleged Lead, and Arsenic in the
2 Covered Products placed into the stream of commerce by Defendant Miravalle Foods, Inc., after
3 the Effective Date.

4 3.3 For any Covered Products still existing in the Defendant Miravalle Foods,
5 Inc.'s inventory as of the Effective Date, Defendant Miravalle Foods, Inc. shall place a
6 Proposition 65 compliant warning on them, unless the Covered Products does not exceed their
7 respective levels of Lead, or Arsenic. Any warning provided pursuant to this section shall
8 comply with the warning requirements under Section 3.2 above.

9
10 3.4 Changes in the law and regulations applicable to Proposition 65 occurring after
11 this date shall be incorporated into the terms of this Consent Judgment.

12 **4. SETTLEMENT PAYMENT**

13 4.1 **Payment and Due Date:** Within fifteen days (15) days of the Effective Date,
14 Defendants GP De Silva Spices, Inc. and Miravalle Foods, Inc. shall pay a total of one hundred
15 and thirty thousand dollars (\$130,000) in full and complete settlement of all monetary claims by
16 CAG related to the Notices, as follows:

17 4.1.1 **Civil Penalty:** Defendant shall issue separate checks totaling fourteen
18 thousand nine hundred dollars (\$14,900.00) as penalties pursuant to Health & Safety Code §
19 25249.12:

20
21 (a) Defendant will issue a check made payable to the State of California's
22 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of eleven
23 thousand one hundred and seventy-five dollars (\$11,175.00) representing 75% of the total
24 penalty and Defendant will issue a separate check to CAG in the amount of three thousand seven
25 hundred and twenty-five dollars (\$3,725.00) representing 25% of the total penalty; and

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

1 0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
2 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

3 **4.1.2 Additional Settlement Payments:** Defendant shall make a separate
4 payment, in the amount of eleven thousand one hundred dollars (\$11,100.00) as an additional
5 settlement payment to “Consumer Advocacy Group, Inc.” pursuant to Health & Safety Code §
6 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendant will issue a
7 separate check to CAG for the Additional Settlement Payment. CAG will use this payment as
8 follows, eighty percent (80%) for fees of investigation, purchasing and testing for Proposition 65
9 listed chemicals in various products, and for expert fees for evaluating exposures through various
10 mediums, including but not limited to consumer product, occupational, and environmental
11 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining
12 experts who assist with the extensive scientific analysis necessary for those files in litigation and
13 to offset the costs of future litigation enforcing Proposition 65 but excluding attorney fees;
14 twenty percent (20%) for administrative costs incurred during investigation and litigation to
15 reduce the public’s exposure to Proposition 65 listed chemicals by notifying those persons and/or
16 entities believed to be responsible for such exposures and attempting to persuade those persons
17 and/or entities to reformulate their products or the source of exposure to completely eliminate or
18 lower the level of 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

27 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Defendant shall pay one
28 hundred and four thousand dollars (\$104,000) to “Yeroushalmi & Yeroushalmi” as

1 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs
2 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, and
3 negotiating a settlement in the public interest.

4 4.2 Other than the payment to OEHHA described above, all payments referenced in
5 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
6 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
7 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,
8 Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently
9 with payment to OEHHA, Defendant shall provide CAG with written confirmation that the
10 payment to OEHHA was delivered. Defendants GP De Silva Spices, Inc. and Miravalle Foods,
11 Inc. shall be jointly and severally liable for the whole amount of \$130,000. Defendant GP De
12 Silva Spices, Inc shall be responsible for \$130,000 of the whole amount. Miravalle shall be
13 responsible for \$130,000 of the whole amount.

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

15 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on
16 behalf of itself and in the public interest and the Defendants for failure to provide Proposition 65
17 warning of exposure to Lead, and Arsenic from the Covered Products as set forth in the Notices,
18 and fully resolves all claims that have been or could have been asserted against Defendants in
19 this action up through the Effective Date for failure to provide Proposition 65 warnings for the
20 Covered Products regarding Lead, and Arsenic CAG, on behalf of itself and in the public
21 interest, hereby discharges Defendants, and their respective officers, directors, insurers,
22 employees, parents, shareholders, divisions, subdivisions, subsidiaries, and their successors and
23 assigns ("Defendant Releasees") and all customers, retailers, and downstream entities in the
24 distribution chain of the Covered Products to whom Defendants distributed or sold Covered
25 Products, and the predecessors, successors and assigns of any of them, and all of their respective
26 officers, directors, shareholders, members, managers, employees, agents only as to Covered
27 Products sold by the Defendants (collectively, "Downstream Releasees") including Numero Uno
28

1 Marketplace, for all Covered Products placed into the stream of commerce up through the
2 Effective Date for violations of Proposition 65 based on exposure to Lead, and Arsenic from the
3 Covered Products. Defendant Miravalle Foods, Inc.'s compliance with the terms of this Consent
4 Judgment shall be deemed to constitute compliance with Proposition 65 regarding alleged
5 exposures to Lead, and Arsenic from the Covered Products. Nothing in this Section affects
6 CAG's right to commence or prosecute an action under Proposition 65 against any person other
7 than Defendant Releasees or Downstream Releasees after the Effective Date. The scope of the
8 release is limited to the Covered Products sold by Miravalle Foods and Numero Uno Market
9 and/or supplied by GP DeSilva.

10 5.2 The Parties on behalf of themselves , their past and current agents,
11 representatives, attorneys, successors, and/or assignees, hereby waive all rights to institute or
12 participate in, directly or indirectly, any form of legal action and releases all claims, including,
13 without limitation, all actions, and causes of action, in law or in equity, suits, liabilities,
14 demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not
15 limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether
16 known or unknown, fixed or contingent (collectively "Claims"), against each other and the
17 Released Parties arising from any violation of Proposition 65 or any other statutory or common
18 law regarding arising from or connected to the failure to warn about exposure to Lead, and
19 Arsenic from the Covered Products. In furtherance of the foregoing, as to alleged exposures to
20 Lead, and Arsenic from the Covered Products, CAG on behalf of itself only, hereby waives any
21 and all rights and benefits which it now has, or in the future may have, conferred upon it with
22 respect to Claims arising from any violation of Proposition 65 or any other statutory or common
23 law regarding the failure to warn about exposure to Lead, and Arsenic from the Covered
24 Products by virtue of the provisions of section 1542 of the California Civil Code, which provides
25 as follows:
26

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

1 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
2 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
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 failure to warn
7 about exposure to Lead, and Arsenic from the Covered Products, including but not limited to any
8 exposure to, or failure to warn with respect to exposure to Lead, and Arsenic from the Covered
9 Products, CAG will not be able to make any claim for those damages against Released Parties.
10 Furthermore, CAG acknowledges that it intends these consequences for any such Claims arising
11 from any violation of Proposition 65 or any other statutory or common law regarding the failure
12 to warn about exposure to Lead, and Arsenic from Covered Products as may exist as of the date
13 of this release but which CAG does not know exist, and which, if known, would materially affect
14 their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge
15 is the 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). Upon entry of the Consent Judgment, CAG and
19 Defendants waive their respective rights to a hearing or trial on the allegations of the Complaint.
20

21 6.2 The Parties shall make all reasonable efforts possible to have the Consent
22 Judgment approved by the Court.

23 6.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent
24 Judgment and any and all prior agreements between the Parties merged herein shall terminate
25 and become null and void, and the actions shall revert to the status that existed prior to the
26 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
27 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
28 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any

1 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
2 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

3 **7. MODIFICATION OF JUDGMENT**

4 7.1 This Consent Judgment may be modified only upon written agreement of the
5 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
6 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

7 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
8 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

9 **8. RETENTION OF JURISDICTION**

10 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the
11 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

12 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
13 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

14 **10. DUTIES LIMITED TO CALIFORNIA**

15 9.1 This Consent Judgment shall have no effect on Covered Products sold by
16 Defendants outside the State of California.

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

18 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
19 California Attorney General so that the Attorney General may review this Consent Judgment
20 prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General
21 has received the aforementioned copy of this Consent Judgment, and in the absence of any
22 written objection by the Attorney General to the terms of this Consent Judgment, may the Court
23 approve this Consent Judgment.
24

25 **11. ATTORNEY FEES**

26 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
27 own costs and attorney fees in connection with this action.
28

1 **12. GOVERNING LAW**

2 12.1 The validity, construction and performance of this Consent Judgment shall be
3 governed by the laws of the State of California, without reference to any conflicts of law
4 provisions of California law.

5 12.2 The terms of this Consent Judgment shall be governed by the laws of the State of
6 California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise
7 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent
8 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,
9 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered
10 Products, then any Defendant subject to this Consent Judgment may provide written notice to
11 CAG of any asserted change in the law, and shall have no further obligations pursuant to this
12 Consent Judgment with respect to, and to the extent that, the Covered Products are so affected.
13 Nothing in this Consent Judgment shall be interpreted to relieve a Defendant from any obligation
14 to comply with any pertinent state or federal law or regulation.

15 12.3 The Parties, including their counsel, have participated in the preparation of this
16 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
17 Consent Judgment was subject to revision and modification by the Parties and has been accepted
18 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
19 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
20 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
21 agrees that any statute or rule of construction providing that ambiguities are to be resolved
22 against the drafting Party should not be employed in the interpretation of this Consent Judgment
23 and, in this regard, the Parties hereby waive California Civil Code § 1654.

24 **13. EXECUTION AND COUNTERPARTS**

25 13.1 This Consent Judgment may be executed in counterparts and by means of
26 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
27 one document and have the same force and effect as original signatures.
28

1 **14. NOTICES**

2 14.1 Any notices under this Consent Judgment shall be by First-Class Mail

3 If to CAG:

4 Reuben Yeroushalmi
5 YEROUSHALMI & YEROUSHALMI
6 9100 Wilshire Boulevard, Suite 240W
7 Beverly Hills, CA 90212
8 (310) 623-1926
9 Email: lawfirm@yeroshalmi.com

10 If to Defendants:

11 For GP De Silva Spices, Inc
12 Scott J. Sachs
13 Atkinson, Andelson, Loya, Ruud & Romo
14 12800 Center Court Drive, Suite 300
15 Cerritos, CA 90703
16 Phone: (562) 653-3200
17 Email: SSachs@aalr.com

18 For Miravalle Foods, Inc.
19 Garth Ward
20 Lewis Brisbois
21 550 West C street, Suite 1700
22 San Diego, CA. 92102
23 (619)699-4952

24 **15. AUTHORITY TO STIPULATE**

25 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
26 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf
27 of the party represented and legally to bind that party.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREED TO: CONSUMER ADVOCACY GROUP, INC. Date: <u>Nov 28</u> , 2022 <u>Michael Marcus</u> Name: <u>Michael Marcus</u> Title: <u>Director</u>	AGREED TO: GP DE SILVA SPICES, INC. Date: <u>Nov. 22</u> , 2022 <u>[Signature]</u> Name: <u>Ravi DeSilva</u> Title: <u>President</u>
AGREED TO: MIRAVALLE FOODS, INC. Date: _____, 2022 _____ Name: _____ Title: _____ _____	

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1 **AGREED TO:**

2 **CONSUMER ADVOCACY GROUP, INC.**

3 Date: _____, 2022

5 Name: _____

7 Title: _____

AGREED TO:

GP DE SILVA SPICES, INC.

Date: _____, 2022

Name: _____

Title: _____

9 **AGREED TO:**

10 **MIRAVALLE FOODS, INC.**

11 Date: Nov 22, 2022

14 Name: Omer Martinez

15 Title: CEO

18 **IT IS SO ORDERED.**

21 Date: _____

JUDGE OF THE SUPERIOR COURT