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

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

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

14 Plaintiff,

15 v.

16 CHEVALIER INTERNATIONAL (USA),
17 INC., a California Corporation;
18 and DOES 1-20,

19 Defendants.

CASE NO. 18STCV02562

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

20
21
22 **1. INTRODUCTION**

23 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
24 ADVOCACY GROUP, INC. (referred to as “CAG”) acting on behalf of itself and in the interest
25 of the public, and defendant, CHEVALIER INTERNATIONAL (USA), INC. (hereinafter
26 referred to as “Defendant”), with each a Party to the action collectively referred to as “Parties.”

27 **1.2 Defendant and Products**
28

1 1.2.1 Defendant is a California corporation which employs ten or more persons.
2 Defendant distributes, and sells Dried Seaweed including but not limited to: “HANHENG
3 TASTE”; “DRIED SEAWEED STRIPS”; UPC 6 930248 687135”; and including but not
4 limited to “HANHENG TASTE;” “WILDNESS SUPERFINE;” “DRIED SEAWEED;” “6
5 930248 687180” (Hereinafter referred to as the “Covered Products”)

6 1.2.2 For purposes of this Consent Judgment, Defendant is deemed a person in
7 the course of doing business in California and is subject to the provisions of the Safe Drinking
8 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
9 (“Proposition 65”).

10 **1.3 Chemicals of Concern**

11 1.3.1 Lead and Lead Compounds (hereinafter “Lead”) are known to the State of
12 California to cause cancer and/or birth defects or other reproductive harm.

13 1.3.2 Cadmium and Cadmium Compounds (hereinafter “Cadmium”) are known
14 to the State of California to cause cancer and/or birth defects or other reproductive harm.

15 1.3.3 Inorganic Arsenic, including inorganic arsenic compounds and inorganic
16 oxides, (hereinafter “Arsenic”) is known to the State of California to cause cancer and/or birth
17 defects or other reproductive harm.

18 **1.4 Notices of Violation**

19 1.4.1 On or about July 2, 2019, CAG served Defendant and various public
20 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter
21 “Notice 1”) that provided the Defendant with notice of alleged violations of Health & Safety
22 Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Arsenic
23 contained in Dry Seaweed sold and/or distributed by Defendant. No other public enforcer has
24 commenced or diligently prosecuted the allegations set forth in the Notice.

25 1.4.2 On or about December 23, 2019, CAG served Defendant and various public
26 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter
27 “Notice 2”) that provided the Defendant with notice of alleged violations of Health & Safety
28

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

4 1.4.3 On or about January 29, 2020, CAG served Defendant and various public
5 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter
6 “Notice 3”) that provided the Defendant with notice of alleged violations of Health & Safety
7 Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Arsenic
8 contained in Dried Seaweed Strips sold and/or distributed by Defendant. No other public
9 enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

10 1.4.4 On or about January 29, 2020, CAG served Defendant and various public
11 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter
12 “Notice 4”) that provided the Defendant with notice of alleged violations of Health & Safety
13 Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium
14 contained in Dried Seaweed sold and/or distributed by Defendant. No other public enforcer has
15 commenced or diligently prosecuted the allegations set forth in the Notice.

16 1.4.5 Notice 1, Notice 2, Notice 3, and Notice 4 are referred to as the “Notices”

17 1.5 **Complaint**

18 1.5.1 On October 26, 2018 CAG filed a complaint for civil penalties and
19 injunctive relief in Los Angeles Superior Court, Case No. 18STCV02562 against Retailer
20 Defendant El Monte Superstore, Inc. The Complaint alleges, among other things, that Retailer
21 Defendant violated Proposition 65 by failing to give clear and reasonable warnings of exposure
22 to Lead, Arsenic, and Cadmium from Covered Products.

23 1.5.2 On November 19, 2019 CAG filed a first amended complaint for civil
24 penalties and injunctive relief in Los Angeles Superior Court, Case No. 18STCV02562 against
25 El Monte Superstore, Inc. The Complaint alleges, among other things, that Retailer Defendant El
26 Monte Superstore, Inc. violated Proposition 65 by failing to give clear and reasonable warnings
27 of exposure to Lead, Arsenic, and Cadmium from Covered Products.
28

1 1.5.3 On March 17, 2022, CAG filed an amended complaint for civil penalties
2 and injunctive relief (“Complaint”) in Los Angeles Superior Court, Case No. 18STCV02562
3 against Defendant Chevalier, El Monte Superstore, Inc. and Tawa Supermarket, Inc. The
4 Complaint alleges, among other things, that Defendant violated Proposition 65 by failing to give
5 clear and reasonable warnings of exposure to Lead, Arsenic, and Cadmium from Covered
6 Products.

7 1.6 **Consent to Jurisdiction**

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

15 1.7 **No Admission**

16 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The
17 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all
18 claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this
19 Consent Judgment shall be construed as an admission by the Parties of any material allegation of
20 the Complaint (each and every allegation of which Defendant denies), any fact, conclusion of
21 law, issue of law or violation of law, including without limitation, any admission concerning any
22 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,
23 or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable
24 warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment,
25 nor compliance with its terms, shall constitute or be construed as an admission by the Parties of
26 any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability
27 by any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated
28

1 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding
2 or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall
3 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
4 other or future legal proceeding, except as expressly provided in this Consent Judgment.

5 **2. DEFINITIONS**

6 2.1 “Covered Products” means products specifically identified in Paragraph 1.2.1 sold
7 or supplied by Defendant Chevalier, International (USA), Inc.

8 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
9 Court.

10 2.3 “Lead” means Lead and Lead Compounds as described in Paragraph 1.3.1 .

11 2.4 “Cadmium” means Cadmium and Cadmium Compounds as described in
12 Paragraph 1.3.2..

13 2.5 “Arsenic” means Inorganic Arsenic including inorganic arsenic compounds and
14 inorganic oxides as described in Paragraph 1.3.3.

15 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
16 **WARNINGS.**

17 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in
18 California, or ship for sale in California any Covered Products unless the level of Lead does not
19 exceed 75 parts per billion (“ppb”), the level of Cadmium does not exceed 85 ppb, and the level
20 of Arsenic does not exceed 15ppb unless Proposition 65 compliant warnings are used as set forth
21 in the following paragraphs.

22 3.2 For any Covered Products that exceeds their respective levels of Lead, Arsenic or
23 Cadmium that are placed into the stream of commerce in California after the Effective Date,
24 Defendant must provide a Proposition 65 compliant warning for the Covered Products as set
25 forth below. Any warning provided pursuant to this section shall be affixed to the packaging of,
26 or directly on, the Covered Products, and be prominently placed with such conspicuousness as
27 compared with other words, statements, designs, or devices as to render it likely to be read and
28

1 understood by an ordinary individual under customary conditions before purchase or use. The
2 warning must be set off from other surrounding information, enclosed in a box. Where the
3 packaging of the Covered Product includes consumer information as defined by California Code
4 of Regulations title 27 §25600.1(c) in a language other than English, the warning must also be
5 provided in that language in addition to English. The Parties agree that the following warning
6 language shall constitute compliance with Proposition 65 with respect to the alleged Lead,
7 Arsenic and Cadmium in the Covered Products placed into the steam of commerce by
8 Defendant after the Effective Date:

9 **WARNING:** Consuming this product can expose you to Lead, a
10 chemical known to the State of California to cause cancer and birth
11 defects or other reproductive harm. For more information go to
www.P65Warnings.ca.gov/food.


12 or

13 **WARNING:** Consuming this product can expose you to Cadmium, a
14 chemical known to the State of California to cause cancer and birth
15 defects or other reproductive harm. For more information go to
www.P65Warnings.ca.gov/food.

16 or

17 **WARNING:** Consuming this product can expose you to Inorganic
18 Arsenic, a chemical known to the State of California to cause cancer
19 and birth defects or other reproductive harm. For more information go
to www.P65Warnings.ca.gov/food.

20 or

21  **WARNING:** Cancer and Reproductive Harm -
22 www.P65Warnings.ca.gov

23 3.3 For any Covered Products still existing in the Defendant's inventory as of the
24 Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the
25 Covered Products does not exceed their respective levels of Lead, Arsenic or Cadmium. Any
26 warning provided pursuant to this section shall comply with the warning requirements under
27 Section 3.2 above.
28

1 3.4 For any Covered Product where the Defendant uses a consumer product sign, or
2 label, to provide a warning, which includes consumer information in a language other than
3 English, the warning must also be provided in that foreign language in addition to English.

4 3.5 Changes in the law and regulations applicable to Proposition 65 occurring after
5 this date shall be incorporated into the terms of this Consent Judgment.

6 **4. SETTLEMENT PAYMENT**

7 4.1 **Payment and Due Date:** Within ten (10) days of the Effective Date, Defendant
8 shall pay a total of one hundred and forty thousand dollars (\$140,000.00) in full and complete
9 settlement of all monetary claims by CAG related to the Notices, as follows:

10 4.1.1 **Civil Penalty:** Defendant shall issue separate checks totaling eleven
11 thousand four hundred and forty dollars (\$11,440.00) as penalties pursuant to Health & Safety
12 Code § 25249.12:

13 (a) Defendant will issue a check made payable to the State of California’s
14 Office of Environmental Health Hazard Assessment (“OEHHA”) in the amount of eight
15 thousand five hundred and eighty dollars (\$8,580.00) representing 75% of the total penalty and
16 Defendant will issue a separate check to CAG in the amount of two thousand eight hundred and
17 sixty dollars (\$2,860.00) representing 25% of the total penalty; and

18 (b) Separate 1099s shall be issued for each of the above payments:
19 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
20 0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
21 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

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

18
19 **4.1.3 Reimbursement of Attorney Fees and Costs:** Defendant shall pay one
20 hundred and twenty thousand dollars (\$120,000.00) to "Yeroushalmi & Yeroushalmi" as
21 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs
22 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, and
23 negotiating a settlement in the public interest.

24 4.2 Other than the payment to OEHHA described above, all payments referenced in
25 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
26 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
27 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,
28 Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently

1 with payment to OEHHA, Defendant shall provide CAG with written confirmation that the
2 payment to OEHHA was delivered.

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

4 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on
5 behalf of itself and in the public interest and Defendant for any alleged failure to provide
6 Proposition 65 warning of exposure to Lead, Arsenic, and Cadmium from the Covered Products
7 as set forth in the Notices, and fully resolves all claims that have been or could have been
8 asserted against Defendant in this action up through the Effective Date for failure to provide
9 Proposition 65 warnings for the Covered Products regarding Lead, Arsenic and Cadmium. CAG,
10 on behalf of itself and in the public interest, hereby discharges Defendant, and its officers,
11 directors, insurers, employees, parent companies, shareholders, affiliates, divisions, subdivisions,
12 subsidiaries, franchisees, licensors, licensees, and their respective successors and assigns
13 (“Defendant Releasees”) and all customers, retailers, and downstream entities in the distribution
14 chain of the Covered Products to whom Defendant distributed or sold Covered Products, and the
15 predecessors, successors and assigns of any of them, and all of their respective officers, directors,
16 shareholders, members, managers, employees, agents only as to Covered Products sold by the
17 Defendant (collectively, “Downstream Releasees”), from all claims and for all Covered Products
18 placed into the stream of commerce up through the Effective Date for violations of Proposition
19 65 based on exposure to Lead, Arsenic and Cadmium from the Covered Products. Defendant’s
20 compliance with the terms of this Consent Judgment shall be deemed to constitute compliance
21 with Proposition 65 regarding alleged exposures to Lead, Arsenic and Cadmium from the
22 Covered Products. Nothing in this Section affects CAG’s right to commence or prosecute an
23 action under Proposition 65 against any person other than Defendant Releasees or Downstream
24 Releasees after the Effective Date. The scope of the release for the Downstream Releasees is
25 limited to the “Covered Products” distributed for sale by Defendant only.
26

27 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
28 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or

1 indirectly, any form of legal action and releases all claims, including, without limitation, all
2 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
3 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
4 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,
5 fixed or contingent (collectively "Claims"), against the Defendant Releasees and/or Downstream
6 Releasees arising from any violation of Proposition 65 or any other statutory or common law
7 regarding the failure to warn about exposure to Lead, Cadmium and Arsenic from the Covered
8 Products. In furtherance of the foregoing, as to alleged exposures to Lead, Arsenic and
9 Cadmium from the Covered Products, CAG on behalf of itself only, hereby waives any and all
10 rights and benefits which it now has, or in the future may have, conferred upon it with respect to
11 Claims arising from any violation of Proposition 65 or any other statutory or common law
12 regarding the failure to warn about exposure to Lead, Cadmium and Arsenic from the Covered
13 Products by virtue of the provisions of section 1542 of the California Civil Code, which provides
14 as follows:

15
16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
19 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
20 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
21 DEBTOR OR RELEASED PARTY.

22 CAG understands and acknowledges that the significance and consequence of this waiver of
23 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
24 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
25 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
26 about exposure to Lead, Arsenic and Cadmium from the Covered Products, including but not
27 limited to any exposure to, or failure to warn with respect to exposure to Lead, Arsenic and
28 Cadmium from the Covered Products, CAG will not be able to make any claim for those
damages against Defendant Releasees and/or Downstream Releasees. Furthermore, CAG
acknowledges that it intends these consequences for any such Claims arising from any violation

1 of Proposition 65 or any other statutory or common law regarding the failure to warn about
2 exposure to Lead, Arsenic and Cadmium from Covered Products as may exist as of the date of
3 this release but which CAG does not know exist, and which, if known, would materially affect
4 their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge
5 is the result of ignorance, oversight, error, negligence, or any other cause.

6 **6. ENTRY OF CONSENT JUDGMENT**

7 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
8 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
9 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.

10 6.2 The Parties shall make all reasonable efforts possible to have the Consent
11 Judgment approved by the Court.

12 6.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent
13 Judgment and any and all prior agreements between the Parties merged herein shall terminate
14 and become null and void, and the actions shall revert to the status that existed prior to the
15 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
16 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
17 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
18 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
19 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

20 **7. MODIFICATION OF JUDGMENT**

21 7.1 This Consent Judgment may be modified only upon written agreement of the
22 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
23 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

24 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
25 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.
26
27
28

1 **8. RETENTION OF JURISDICTION**

2 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the
3 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

4 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
5 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

6 **10. DUTIES LIMITED TO CALIFORNIA**

7 9.1 This Consent Judgment shall have no effect on Covered Products sold by
8 Defendant outside the State of California.

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

10 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
11 California Attorney General so that the Attorney General may review this Consent Judgment
12 prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General
13 has received the aforementioned copy of this Consent Judgment, and in the absence of any
14 written objection by the Attorney General to the terms of this Consent Judgment, may the Court
15 approve this Consent Judgment.

16 **11. ATTORNEY FEES**

17 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
18 own costs and attorney fees in connection with this action.

19 **12. GOVERNING LAW**

20 12.1 The validity, construction and performance of this Consent Judgment shall be
21 governed by the laws of the State of California, without reference to any conflicts of law
22 provisions of California law.

23 12.2 The terms of this Consent Judgment shall be governed by the laws of the State of
24 California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise
25 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent
26 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,
27 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered
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1 Products, then any Defendant subject to this Consent Judgment may provide written notice to
2 CAG of any asserted change in the law, and shall have no further obligations pursuant to this
3 Consent Judgment with respect to, and to the extent that, the Covered Products are so affected.
4 Nothing in this Consent Judgment shall be interpreted to relieve a Defendant from any obligation
5 to comply with any pertinent state or federal law or regulation.

6 12.3 The Parties, including their counsel, have participated in the preparation of this
7 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
8 Consent Judgment was subject to revision and modification by the Parties and has been accepted
9 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
10 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
11 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
12 agrees that any statute or rule of construction providing that ambiguities are to be resolved
13 against the drafting Party should not be employed in the interpretation of this Consent Judgment
14 and, in this regard, the Parties hereby waive California Civil Code § 1654.

15 **13. EXECUTION AND COUNTERPARTS**

16 13.1 This Consent Judgment may be executed in counterparts and by means of
17 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
18 one document and have the same force and effect as original signatures.

19 **14. NOTICES**

20 14.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

21 If to CAG:

22
23 Reuben Yeroushalmi
24 YEROUSHALMI & YEROUSHALMI
25 9100 Wilshire Boulevard, Suite 240W
26 Beverly Hills, CA 90212
27 (310) 623-1926
28 Email: lawfirm@yeroushalmi.com

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If to Defendant.:
Garth N. Ward
LEWIS BRISBOIS
550 W. C Street, Suite 1700
San Diego, CA. 92101

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: <u>02/03</u> , 2023	Date: <u>Feb. 2</u> , 2023
<u>Michael Marcus</u>	<u>Philip Chu</u>
Name: <u>Michael Marcus</u>	Name: <u>Philip Chu</u>
Title: <u>Director</u>	Title: <u>Senior Manager</u>
CONSUMER ADVOCACY GROUP, INC.	CHEVALIER INTERNATIONAL (USA) INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT