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OLDE THOMPSON, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

COSTCO WHOLESALE
CORPORATION, a Washington
Corporation; and DOES 1-10;

Defendants.

Case No. BC719887

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Dept. 47

Judge: Hon. Randolph M. Hammock

Complaint filed: Aug. 29, 2018

First Amended Complaint filed: July 10, 2019

1. INTRODUCTION

1.1 This Consent Judgment is entered into by and between plaintiff, Consumer Advocacy Group, Inc. (referred to as "CAG") acting on behalf of itself and in the interest of the public, and defendant Olde Thompson, LLC (referred to as "Defendant") with each a Party to the action and collectively referred to as "Parties."

1.2 Defendant and Products

Defendant Olde Thompson, LLC is a California limited liability corporation, employs ten or more individuals, and is a "person in the course of doing business" for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.5 *et seq.* ("Proposition 65"). Defendant manufactures, causes to be manufactured, sells, and/or distributes

1 ground turmeric, including but not limited to: "GROUND TURMERIC"; "Distributed by Costco
2 Wholesale Corporation P.O. Box 34535, Seattle, WA 98124-1535, USA"; "1-800-774-2678 ·
3 www.costco.com"; "PACKED IN THE USA Store away from direct sunlight in a cool, dry
4 area."; "KIRKLAND Signature"; "ITM. / ART. 1157899"; UPC 096619365395; "GROUND
5 TURMERIC" "NET WT 12 OZ (340 g)."

6 1.3 Chemicals of Concern

7 Lead and Lead Compounds (hereinafter "Lead") are included on the Proposition 65 list
8 of chemicals known to the State of California to cause cancer, birth defects, and/or other
9 reproductive harm.

10 1.4 Notices of Violation

11 1.4.1 On April 20, 2018, CAG served Costco Wholesale Corporation and
12 various public enforcement agencies with a document entitled "Sixty-Day Notice of Intent to
13 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" that
14 provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6
15 for failing to warn individuals in California of exposures to Lead contained in ground
16 turmeric, including but not limited to "Ground Turmeric"; "Distributed by Costco
17 Wholesale Corporation P.O. Box 34535, Seattle, WA 98124-1535, USA"; Kirkland
18 Signature"; "ITM./ART. 1157899"; UPC 096619365395"; "NET WT. 12 OZ (340 g)"
19 sold by Costco, AG# 2018-00617.

20 1.4.2 On May 31, 2018, CAG served Costco Wholesale Corporation and
21 Defendant Olde Thompson, LLC, and various public enforcement agencies with a document
22 entitled "Sixty-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic
23 Enforcement Act of 1986" that provided the recipients with notice of alleged violations of
24 Health & Safety Code § 25249.6 for failing to warn individuals California of exposures
25 to Lead contained in ground turmeric, including but not limited to "Ground Turmeric";
26 "Distributed by Costco Wholesale Corporation P.O. Box 34535, Seattle, WA 98124-
27 1535, USA"; Kirkland Signature"; "ITM./ART. 1157899"; UPC 096619365395"; "NET
28 WT. 12 OZ (340 g)" produced or sold by Costco and Defendant, AG# 2018-00904.

1 1.4.3 The April 20, 2018 Notice and the May 31, 2018 Notice are referred to
2 collectively as the “Notices.” No public enforcer has commenced or is diligently prosecuting
3 an action to enforce the violations alleged in either of the Notices. CAG represents that the
4 Notices are all of the Notices of Violation that it served relating to the Covered Products prior
5 to the Effective Date. If additional Notices of Violation served prior to the Effective Date
6 relating to the Covered Products exist but are not identified above, they will be deemed to be
7 covered by this Consent Judgment and of no further force and effect.

8 1.5 **Complaints**

9 On August 29, 2018, CAG filed a Complaint for civil penalties and injunctive relief in
10 Los Angeles Superior Court, Case No. BC719887 (the “Action”). The Complaint alleges
11 among other things, that Costco Wholesale Corporation violated Proposition 65 by failing to
12 give clear and reasonable warnings of exposure to Lead from the Covered Products.

13 On July 10, 2019, CAG filed a First Amended Complaint (“FAC”) for civil penalties
14 and injunctive relief in the Action. The FAC added Defendant Olde Thompson, LLC and
15 alleges among other things, that Costco and Olde Thompson violated Proposition 65 by failing
16 to give clear and reasonable warnings of exposure to Lead from the Covered Products.

17 1.6 **Consent to Jurisdiction**

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

25 1.7 **No Admission**

26 This Consent Judgment resolves claims that are denied and disputed. The Parties enter
27 into this Consent Judgment as a full and final settlement of any and all claims between the
28 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment

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

14 **2. DEFINITIONS**

15 2.1 “Covered Products” means all ground turmeric containing Lead sold by Olde
16 Thompson, LLC, including but not limited to “Kirkland Signature”; “ITM./ART. 1157899”;
17 UPC 096619365395”; “NET WT. 12 OZ (340 g), which were subject to the Notices.

18 2.2 “Effective Date” means the date on which this Consent Judgment is approved by
19 the Court.


20 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE** 21 **WARNINGS**

22 3.1 Commencing on the Effective Date, and continuing thereafter, Defendant agrees to
23 only manufacture, import, or purchase, for sale in or into California, either (a) Covered Products
24 that contain 450 ppb of lead, or less, or (b) Covered Products that contain a clear and reasonable
25 warning pursuant to Section 3.2 if the lead level exceeds 450 ppb. For purposes of this Consent
26 Judgment only, certificates of analysis from the supplier for each lot of the Covered Product, and
27 testing by an independent laboratory of at least 5 samples per year (which samples shall be
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1 collected from different lots if there are at least 5 lots in a year), shall be sufficient to establish the
2 amount of lead present in Covered Products; different values for the same lot may be averaged.

3 3.2 Defendant agrees that as of the Effective Date, all Covered Products it
4 manufactures, imports, or purchases, for sale in or into California that do not comply with the
5 lead level set forth in Section 3.1, will bear a clear and reasonable warning in accordance with
6 Section 3.3 below, or in accordance with Title 27 California Code of Regulations, section 25601,
7 *et seq.*

8 3.3 For purposes of this Section 3.3, any warning used will be affixed to the packaging
9 of, or directly on, the Covered Products, and enclosed in a box, set off from other surrounding
10 information so as to render it likely to be read and understood by an ordinary individual under
11 customary conditions of purchase or use. For purposes of this Section 3.3, the following
12 statement, displayed or transmitted according to the above criteria shall be deemed clear and
13 reasonable:

14  **WARNING:** This product can expose you to chemicals
15 including lead, which is known to the State of California to
16 cause cancer, birth defects, and/or other reproductive harm.
For more information, go to www.P65Warnings.ca.gov.

17 3.4 If modifications or amendments to Proposition 65 or its regulations after the
18 Effective Date are inconsistent with, or provide warning specifications or options different from,
19 the specifications in this Consent Judgment, Defendant may, at its sole discretion, modify the
20 content and delivery methods of its warnings to conform to the modified or amended provisions
21 of Proposition 65 or its regulations.

22 4. SETTLEMENT PAYMENT

23 4.1 **Payment and Due Date.** Within 10 business days after: (a) the Effective Date;
24 and (b) Defendant's receipt of accurate 2018 W-9 forms for each of the payment recipients set
25 forth in Section 4 of this agreement, Defendant shall pay a total of Seventy-Five Thousand dollars
26 and zero cents (\$75,000) in full and complete settlement of all monetary claims by CAG related
27 to the Notices, as follows:

28 4.1.1 **Civil Penalty.** Defendant shall issue separate checks totaling five

1 thousand seven hundred and twenty dollars (\$5,720.00) as penalties pursuant to Health &
2 Safety Code § 25249.12:

3 (a) Defendant will issue a check made payable to the State of
4 California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of
5 four thousand two hundred and ninety dollars (\$4,290.00) representing 75% of the total civil
6 penalty, and Defendant will issue a check to CAG in the amount of one thousand four hundred
7 and thirty dollars (\$1,430.00) representing 25% of the total civil penalty; and

8 (b) Separate 1099s shall be issued for each of the above payments:
9 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68
10 0284486) in the amount of \$4,290.00. Defendant will also issue a 1099 to CAG c/o
11 Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California
12 90212 in the amount of \$1,430.00.

13 4.1.2 **Additional Settlement Payment:** Defendant shall pay \$4,280.00 as an
14 additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health &
15 Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). CAG will
16 use this payment as follows, eighty five percent (85%) for fees of investigation, purchasing
17 and testing for Proposition 65 Listed Chemicals in various products, and for expert fees for
18 evaluating exposures through various mediums, including but not limited to consumer product,
19 occupational, and environmental exposures to Proposition 65 Listed Chemicals, and the cost of
20 hiring consulting and retaining experts who assist with the extensive scientific analysis
21 necessary for those files in litigation and to offset the costs of future litigation enforcing
22 Proposition 65, but excluding attorney fees; fifteen percent (15%) for administrative costs
23 incurred during investigation and litigation to reduce the public's exposure to Proposition 65
24 Listed Chemicals by notifying those persons and/or entities believed to be responsible for such
25 exposures and attempting to persuade those persons and/or entities to reformulate their
26 products or the source of exposure to completely eliminate or lower the level of Proposition 65
27 Listed Chemicals including but not limited to costs of documentation and tracking of products
28 investigated, storage of products, website enhancement and maintenance, computer and

1 software maintenance, investigative equipment, CAG's member's time for work done on
2 investigations, office supplies, mailing supplies and postage. Within 30 days of a request from
3 the Attorney General, CAG shall provide to the Attorney General copies of documentation
4 demonstrating how the above funds have been spent. CAG shall be solely responsible for
5 ensuring the proper expenditure of such additional settlement payment.

6 **4.1.3 Reimbursement of Attorney's Fees and Costs.** Defendant shall pay
7 sixty-five thousand dollars (\$65,000.00) to "Yeroushalmi & Yeroushalmi" as reimbursement
8 for reasonable investigation fees and costs, attorneys' fees, and any other cost incurred as a
9 result of investigating, bringing this matter to Defendant's attention, litigating, and negotiating
10 a settlement in the public interest.

11 **4.2** Other than the payment to OEHHA described above, all payments referenced in
12 Sections 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi &
13 Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to
14 OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike
15 Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with
16 payment to OEHHA, Defendant shall provide CAG with written confirmation that the payment to
17 OEHHA was delivered.

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

19 **5.1** This Consent Judgment is a full, final, and binding resolution between CAG on
20 behalf of itself and in the public interest, and Defendant, of any alleged violation of Proposition
21 65 that was or could have been asserted by CAG against Defendant for failure to provide
22 Proposition 65 warnings of exposure to Lead from the Covered Products as set forth in the
23 Notice, and fully resolves all claims that have been or could have been asserted in this action up
24 to and including the date of entry of Judgment for failure to provide Proposition 65 warnings for
25 the Covered Products regarding Lead. CAG, on behalf of itself and in the public interest, hereby
26 discharges Defendant and its parent companies, subsidiaries, divisions, affiliates, suppliers,
27 franchisees, licensors, licensees, customers, distributors wholesalers, retailers (including but not
28 limited to Costco Wholesale Corporation), all downstream entities in the distribution chain of any

1 of the Covered Products, and the predecessors, successors and assigns of any of them, and all of
2 their respective officers, directors, shareholders, members, managers, employees, agent
3 (collectively, "Released Parties"), for any violation arising under Proposition 65 based on a
4 failure to warn about exposures to Lead from the Covered Products sold, or manufactured,
5 imported, or purchased, for sale by Defendant prior to the Effective Date. After the Effective
6 Date, compliance with the terms of this Consent Judgment shall be deemed to constitute
7 compliance by the Released Parties with Proposition 65 regarding alleged exposures to Lead from
8 the Covered Products. Nothing in this Section affects CAG's right to commence or prosecute an
9 action under Proposition 65 against any person other than Defendant or Released Parties.

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

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

 CAG understands and acknowledges that the significance and consequence of this

1 waiver of California Civil Code section 1542 is that even if CAG suffers future damages
2 arising out of or resulting from, or related directly or indirectly to, in whole or in part, Claims
3 arising from any violation of Proposition 65 or any other statutory or common law regarding
4 the failure to warn about exposure to Lead from the Covered Products, including but not
5 limited to any exposure to or failure to warn with respect to exposure to Lead from the
6 Covered Products, CAG will not be able to make any claim for those damages against
7 Released Parties. Furthermore, CAG acknowledges that it intends these consequences for any
8 such Claims arising from any violation of Proposition 65 or any other statutory or common
9 law regarding the failure to warn about exposure to Lead from Covered Products as may exist
10 as of the date of this release but which CAG does not know exist, and which, if known, would
11 materially affect their decision to enter into this Consent Judgment, regardless of whether their
12 lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

13 **6. ENFORCEMENT OF JUDGMENT**

14 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
15 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
16 California, Los Angeles County, giving the notice required by law, enforce the terms and
17 conditions contained herein. A Party may enforce any of the terms and conditions of this Consent
18 Judgment only after that Party first provides 60 days' notice to the Party allegedly failing to
19 comply with the terms and conditions of this Consent Judgment and attempts to resolve such
20 Party's failure to comply in an open and good faith manner.

21 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
22 proceeding to enforce the terms of this Consent Judgment, the Party alleging a violation shall
23 serve a Notice of Violation ("NOV") on the allegedly violating Party. Any NOV to the
24 Defendant shall include for each of the Covered Products alleged to be in violation: the date(s)
25 the alleges violation(s) was observed and the location at which the Covered Product(s) were
26 offered for sale and shall be accompanied by photographs of all product labeling and all test data
27 obtained by CAG regarding the Covered Product(s), including an identification of the
28 component(s) of the Covered Product(s) that were tested.

1 6.2.1 **Non-Contested NOV.** CAG shall take no further action regarding the
2 alleged violation if, within 60 days of receiving such NOV, Defendant serves a Notice of
3 Election (“NOE”) that meets one of the following conditions:

4 (a) The Covered Product(s) identified in the NOV were sold or shipped by
5 Defendant for sale in California before the Effective Date, or

6 (b) Since receiving the NOV, Defendant has taken corrective action by
7 either (i) requesting that its customers in California remove the Covered Product(s) from the
8 lot or lots tested (as identified on the labeling provided with the NOV) from sale in California
9 and destroy or return the Covered Product(s) to Defendant, or (ii) providing a clear and
10 reasonable warning for the Covered Product(s) identified in the NOV pursuant to Section 3.2
11 above or 27 Cal. Code Regs. § 25603.

12 6.2.2 **Contested NOV.** Defendant may serve a NOE informing CAG of its
13 election to contest the NOV within 30 days of receiving the NOV.

14 (a) In its election, Defendant may request that the sample(s) of
15 Covered Product(s) tested by CAG be subject to confirmatory testing at an EPA accredited
16 laboratory of Defendant’s choosing.

17 (b) If the confirmatory testing establishes that the Covered Products
18 do not contain Lead in excess of the levels allowed in Section 3.1, above, CAG shall take no
19 further action regarding the alleged violation. If the testing does not establish compliance with
20 Section 3.1, above, Defendant may withdraw the NOE to contest the violation and may serve a
21 new NOE pursuant to Section 6.2.1.

22 (c) If Defendant does not withdraw a NOE to contest the NOV, the
23 Parties shall meet and confer for a period of no less than 30 days before CAG may seek an
24 order enforcing the terms of this Consent Judgment.

25 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, such
26 Party may seek whatever fines, costs, penalties or remedies as may be provided by law for any
27 violation of Proposition 65 or this Consent Judgment. The prevailing Party, whether CAG or
28 Defendant, shall be entitled to recovery of its reasonable attorney’s fees and costs.

1 **7. ENTRY OF CONSENT JUDGMENT**

2 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
3 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
4 Defendant waive their respective rights to a hearing or trial on the allegations of the FAC.

5 7.2 If this Consent Judgment is not approved by the Court: (a) this Consent Judgment
6 and any and all prior agreements between the Parties merged herein shall terminate and become
7 null and void, and the Action shall revert to the status that existed prior to the execution date of
8 this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
9 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
10 have any effect, nor shall any such matter be admissible in evidence for any purpose in this
11 Action, or in any other proceeding; and (c) the Parties agree to meet and confer to determine
12 whether to modify the terms of the Consent Judgment and to resubmit it for approval.

13 7.3 The Parties will make good faith efforts to have this Consent Judgment
14 approved by the Court.

15 **8. MODIFICATION OF JUDGMENT**

16 8.1 This Consent Judgment may be modified only upon written agreement of the
17 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
18 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

19 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
20 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

21 **9. RETENTION OF JURISDICTION**

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

24 **10. DUTIES LIMITED TO CALIFORNIA**

25 This Consent Judgment shall have no effect on Covered Products sold to the public by
26 Defendant or other Released Parties outside the State of California.

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

28 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the California

1 Attorney General so that the Attorney General may review this Consent Judgment prior to its
2 submittal to the Court for approval. No sooner than forty-five (45) days after the Attorney
3 General has received the aforementioned copy of this Consent Judgment, and in the absence of
4 any written objection by the Attorney General to the terms of this Consent Judgment the Parties
5 may then submit it to the Court for approval.

6 **12. ATTORNEY FEES**

7 Except as specifically provided in Section 4.1.2, each Party shall bear its own costs and
8 attorney fees in connection with the FAC and this Action.

9 **13. ENTIRE AGREEMENT**

10 This Consent Judgment contains the sole and entire agreement and understanding of the
11 Parties with respect to the entire subject matter hereof and any and all prior discussions
12 negotiations, commitments and understandings related hereto. No representations, oral or
13 otherwise, express or implied, other than those contained herein have been made by any part
14 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
15 deemed to exist or to bind any of the Parties.

16 **14. GOVERNING LAW**

17 14.1 The validity, construction and performance of this Consent Judgment shall be
18 governed by the laws of the State of California, without reference to any conflicts of law
19 provisions.

20 14.2 The terms of this Consent Judgment shall be governed by the laws of the State of
21 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
22 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
23 rendered inapplicable or are no longer required as a result of any such repeal or preemption,
24 rendered inapplicable by reason of law generally as to the Covered Products, then Defendant may
25 provide written notice to CAG of any asserted change in the law, and shall have no further
26 obligations pursuant to this Consent Judgment with respect to and to the extent that, the
27 Covered Products are so affected. Nothing in this Consent Judgment shall be interpreted to
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1 relieve Defendant from any obligation to comply with any pertinent state or federal law or
2 regulation.

3 14.3 The Parties, including their counsel, have participated in the preparation of this
4 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
5 Consent Judgment was subject to revision and modification by the Parties and has been accepted
6 and approved as to its final form by all Parties and their counsel. Accordingly, any
7 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted
8 against any Party as a result of the manner of the preparation of this Consent Judgment. Each
9 Party to this Consent Judgment agrees that any statute or rule of construction providing
10 that ambiguities are to be resolved against the drafting Party should not be employed in the
11 interpretation of this Consent Judgment and, in this regard, the Parties hereby waive
12 California Civil Code § 1654.

13 **15. EXECUTION AND COUNTERPARTS**

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

17 **16. NOTICES**

18 Any notices under this Consent Judgment shall be by personal delivery, or United States
19 Mail, registered or certified.

20 If to CAG:

21 Reuben Yeroushalmi
22 YEROUSHALMI & YEROUSHALMI
23 9100 Wilshire Boulevard, Suite 240W
24 Beverly Hills, CA 90212
(310) 623-1926

25 If to Olde Thompson, LLC:

26 Jeff Shumway, CEO
27 Olde Thompson, LLC
28 3250 Camino Del Sol
Oxnard, CA 93030-8998
(805) 983-0399

1
2 With a copy to:

3 Sarah Choi
4 Dentons US LLP
5 1999 Harrison Street, Suite 1300
6 Oakland, CA 94612-4709

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10 **17. AUTHORITY TO STIPULATE**

11 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the
12 party he or she represents to enter into this Consent Judgment and to execute it on behalf of the
13 party represented and legally to bind that party.
14

15 **AGREED TO:**

16 **Consumer Advocacy Group**

17 Date: Feb 25, 2020

18 By: Michael Marcus

19 Printed Name: Michael Marcus

20 Title: Director

21 **AGREED TO:**

22 **Olde Thompson, LLC**

23 Date: FEBRUARY 25, 2020

24 By: [Signature]

25 Printed Name: JEFFREY SITUNWAY

26 Title: CEO

27 **IT IS SO ORDERED.**

28 Date: _____

JUDGE OF THE SUPERIOR COURT

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