

1 Reuben Yeroushalmi (SBN 193981)

2 reuben@yerausalmi.com

3 **YEROUSHALMI & YEROUSHALMI***

4 9100 Wilshire Boulevard, Suite 240W

5 Beverly Hills, CA 90212

6 Telephone: (310) 623-1926

7 Facsimile: (310) 623-1930

8 Attorneys for Plaintiff,

9 CONSUMER ADVOCACY GROUP, INC.

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

11 **COUNTY OF ALAMEDA**

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

14 Plaintiff,

15 v.

16 WALMART, INC., a Delaware Corporation;

17 WALMART.COM USA, LLC, a California
18 Limited Liability Company;

19 AHQ, LLC, a New York Limited Liability
20 Company;

21 and DOES 1-10,

22 Defendants.

CASE NO. 23CV025114

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 *et seq.*

Complaint Filed: January 4, 2023

23 **1. INTRODUCTION**

24 1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer
25 Advocacy Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the public interest,
26 and Defendant AHQ, LLC. (“AHQ” or “Settling Defendant”), each a party to the action and
27 collectively referred to as “Parties” or individually referred to as “Party.”

28 **1.2 Defendants and Covered Products**

1 1.2.1 CAG alleges that AHQ, Inc. is a California Corporation which employs ten or
2 more persons. CAG alleges that Defendant manufactured, sold or distributed the Covered
3 Products (as that term is defined below) in California:

4 (i) Handbags with Plastic Components identified as Handbags with Plastic
5 Components “Black Gabi Satchel;” “GPS21808;” “Giselle Paris;” “AHQ, LLC;”
6 “RN#137646;” “UPC 8 84239 03027 0” and Handbags identified as "Giselle Paris";
7 "Black Adele Satchel"; "Style # GPS21802"; "AHQ, LLC"; "RN#137646"; "UPC 8
8 84239 03042 3" and "Giselle Paris"; "Black Eloise Satchel"; "Style # GPS21800"; "AHQ,
9 LLC"; "RN#137646"; "UPC 8 84239 03032 4" (“hereinafter Handbags”)

10 (iii) Satchels identified as “Giselle Paris”; “Adele Satchel”; “Black”;
11 “GPS21802”; “AHQ, LLC”; “RN#137646”; “UPC 884239030423” and “Giselle Paris”;
12 “Francine Satchel”; “Blue Cloud”; “GPS22811”; “AHQ, LLC”; “RN#137646”; “UPC
13 884239042105” (“hereinafter Satchels”)

14 The products identified in 1.2.1(i) to 1.2.1(iii) above are collectively referred to as the
15 “Covered Products”.

16 1.2.2 For purposes of this Consent Judgment only, AHQ is deemed a person in the
17 course of doing business in California and subject to the provisions of the Safe Drinking Water
18 and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq
19 (Proposition 65).

20 1.3 Chemicals of Concern

21 1.3.1 Di (2-ethylhexyl) Phthalate (“DEHP”), also known as Diethyl Hexyl Phthalate
22 and Bis (2-ethylhexyl) Phthalate, has been listed by the State of California as a chemical known
23 to cause cancer and birth defects or other reproductive harm.

24 1.3.2 Diisononyl Phthalate (“DINP”) has been listed by the State of California as a
25 chemical known to cause cancer.

26 1.4 Notices of Violation

27 1.4.1 On or about April 2, 2022, CAG served a “60-Day Notice of Intent to Sue for
28 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2022-00668)

1 (“Notice”) that provided AHQ with notice of alleged violations of Health & Safety Code §
2 25249.6 for failing to warn individuals in California of exposures to DINP contained in certain
3 Handbags that AHQ sells. No public enforcer has commenced or diligently prosecuted the
4 allegations set forth in the April 2, 2022 Notice.

5 1.4.2 On or about September 1, 2022, CAG served a “60-Day Notice of Intent to Sue
6 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2022-
7 02027) (“Notice”) that provided AHQ with notice of alleged violations of Health & Safety Code
8 § 25249.6 for failing to warn individuals in California of exposures to DEHP and DINP
9 contained in certain Handbags that AHQ sells. No public enforcer has commenced or diligently
10 prosecuted the allegations set forth in the September 1, 2022 Notice.

11 1.4.3 On or about June 13, 2023, CAG served a “60-Day Notice of Intent to Sue for
12 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2023-01682)
13 (“Notice”) that provided AHQ with notice of alleged violations of Health & Safety Code §
14 25249.6 for failing to warn individuals in California of exposures to DEHP and DINP contained
15 in certain Satchels that AHQ sells. No public enforcer has commenced or diligently prosecuted
16 the allegations set forth in the June 13, 2023 Notice.

17 1.5 Complaint

18 1.5.1 On January 4, 2023, CAG filed a Complaint for civil penalties and injunctive
19 relief (“Complaint”) in Alameda County Superior Court, Case No. 23CV025114 against AHQ
20 and other parties. Complaint alleges, among other things, that defendants to that action violated
21 Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to
22 Listed Chemicals from Covered Products.

23 1.6 Consent to Jurisdiction

24 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
25 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction
26 over AHQ as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
27 and that this Court has jurisdiction to enter this Consent Judgment as a full settlement and
28 resolution of the allegations against AHQ contained in the Complaint, and of all claims which

1 were or could have been raised by any person or entity based in whole or in part, directly or
2 indirectly, on the facts alleged therein or arising therefrom or related thereto.

3 1.7 No Admission

4 This Consent Judgment resolves claims that are denied and disputed. The Parties enter into
5 this Consent Judgment pursuant to a full and final settlement of any and all claims between the
6 Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall
7 be construed as an admission by the Parties of any material allegation in the Notice or the
8 Complaint, or of any fact, conclusion of law, issue of law or violation of law of any kind, including
9 without limitation, any admission concerning any alleged or actual violation of Proposition 65 or
10 any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the
11 meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as
12 used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor
13 compliance with its terms, shall constitute or be construed as an admission by the Parties of any
14 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by
15 AHQ, its officers, directors, employees, or parent, subsidiary or affiliated corporations, or be
16 offered or admitted as evidence in any administrative or judicial proceeding or litigation in any
17 court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or
18 impair any right, remedy, argument, or defense the Parties may have in any other or future legal
19 proceeding, except as expressly provided in this Consent Judgment.

20 **2. DEFINITIONS**

21 2.1 “Covered Products” means products specifically identified in Paragraph 1.2.1
22 sold or distributed for sale by Defendant.

23 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
24 Court.

25 2.3 “DEHP” means Di (2-ethylhexyl) Phthalate, also known as Diethyl Hexyl
26 Phthalate and Bis (2-ethylhexyl) Phthalate

27 2.4 “DINP” means Diisononyl Phthalate.

28 2.5 “Listed Chemicals” means:

- i. DEHP and DINP in Handbags
- ii. DEHP and DINP in Satchels


3. INJUNCTIVE RELIEF/REFORMULATION

3.1 After the Effective Date, AHQ shall not order any Covered Products for sale into California, with any component that contains the Listed Chemical(s) in excess of 0.1% (1,000 parts per million) by weight.

3.2 For any Covered Products in existing inventory that exceeds 0.1% (1,000 parts per million) of the Listed Chemical(s) that are placed into the stream of commerce in California after the Effective Date, Defendant must provide a Proposition 65 compliant warning for the Covered Products as set forth below. Any warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the Covered Products, and be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. The warning must be set off from other surrounding information, enclosed in a box. Where the packaging of the Covered Products in existing inventory includes consumer information as defined by California Code of Regulations title 27 §25600.1(c) in a language other than English, the warning must also be provided in that language in addition to English. Should Defendant sell or distribute any Covered Products in existing inventory through the internet the warning will be posted in the manner provided for with respect to internet sales, as provided for in 27 CCR sections 25601 and 25602, as they may be subsequently amended.

3.3 The Parties agree that the following warning language shall constitute compliance with Proposition 65 with respect to the alleged Listed Chemical(s) in the Covered Products placed into the stream of commerce by Defendant after the Effective Date:

For Covered Products that contain DEHP:

 **WARNING:** This product can expose you to chemicals including Di(2-ethylhexyl) phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

1
2 For Covered Products that contain DINP:

3
4 **⚠ WARNING:** This product can expose you to chemicals including
5 Diisononyl Phthalate (“DINP”) which is known to the State of California
6 to cause cancer.. For more information go to www.P65Warnings.ca.gov.

7 3.5 Changes in the law and regulations applicable to Prop 65 occurring after this date
8 shall be incorporated into the terms of this Consent Judgment.

9 **4. SETTLEMENT PAYMENT**

10 4.1 Payment: AHQ shall pay a total of One Hundred and Ten Thousand Dollars and
11 zero cents (\$110,000.00) in full and complete settlement of any and all claims for civil penalties,
12 damages, attorney’s fees, expert fees or any other claim for costs, expenses or monetary relief of
13 any kind for claims that were or could have been asserted in the Notice or Complaint identified
14 in Sections 1.4 and 1.5, as follows:

15 4.1.1 **Civil Penalty:** AHQ shall issue two separate checks totaling Twenty Thousand
16 and Twelve Dollars (\$20,012.00) as follows for alleged civil penalties pursuant to Health &
17 Safety Code § 25249.12:

18 (a) AHQ will issue one check made payable to the State of California’s Office of
19 Environmental Health Hazard Assessment (“OEHHA”) in the amount of Fifteen Thousand and
20 Nine Dollars (\$15,009.00) representing 75% of the total civil penalty and AHQ will issue a
21 second check to CAG in the amount of five thousand and three dollars (\$5,003.00) representing
22 25% of the total civil penalty;

23 (b) Separate 1099s shall be issued for each of the above payments: AHQ will issue a
24 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of
25 Fifteen Thousand and Nine Dollars (\$15,009.00). AHQ will also issue a 1099 to CAG in the
26 amount of Five Thousand and Three dollars (\$5,003.00) and deliver it to CAG c/o Yeroushalmi
27 & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.
28

1 **4.1.2 Additional Settlement Payments:** Defendant shall make a separate
2 payment, in the amount of Fourteen Thousand Nine Hundred and Eighty-Eight Dollars
3 (\$14,988.00) as an additional settlement payment to “Consumer Advocacy Group, Inc.” pursuant
4 to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d).
5 Defendant PFT will issue a separate check to CAG for the Additional Settlement Payment. CAG
6 will use this payment as follows, eighty percent (80%) for fees of investigation, purchasing and
7 testing for Proposition 65 listed chemicals in various products, and for expert fees for evaluating
8 exposures through various mediums, including but not limited to consumer product, occupational,
9 and environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting
10 and retaining experts who assist with the extensive scientific analysis necessary for those files in
11 litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding attorney
12 fees; twenty percent (20%) for administrative costs incurred during investigation and litigation to
13 reduce the public’s exposure to Proposition 65 listed chemicals by notifying those persons and/or
14 entities believed to be responsible for such exposures and attempting to persuade those persons
15 and/or entities to reformulate their products or the source of exposure to completely eliminate or
16 lower the level of Proposition 65 listed chemicals including but not limited to costs of
17 documentation and tracking of products investigated, storage of products, website enhancement
18 and maintenance, computer and software maintenance, investigative equipment, CAG’s member’s
19 time for work done on investigations, office supplies, mailing supplies and postage. Within 30
20 days of a request from the Attorney General, CAG shall provide to the Attorney General copies of
21 documentation demonstrating how the above funds have been spent. CAG shall be solely
22 responsible for ensuring the proper expenditure of such additional settlement payment.
23

24 **4.1.3 Reimbursement of Attorney Fees and Costs:** AHQ shall issue a check in the
25 amount of seventy-five thousand dollars (\$75,000.00) payable to “Yeroushalmi & Yeroushalmi”
26 as complete reimbursement for any and all reasonable investigation fees and costs, attorneys’
27 fees, expert fees, and any and all other costs and expenses incurred as a result of investigating,
28

1 bringing this matter to the Settling Defendant’s attention, litigating, negotiating a settlement in
2 the public interest, and seeking and obtaining court approval of this Consent Judgment.

3 4.2 Other than the payment to OEHHA described above, all payments referenced in
4 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
5 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
6 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard
7 Assessment, OEHHA, 1001 I Street, Mail Stop 12-B Sacramento, California 95812, Attn: Mike
8 Gyurics. AHQ shall provide written confirmation to CAG of the payment to OEHHA.

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

10 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
11 behalf of itself and in the public interest, and AHQ and its owners, officers, directors, insurers,
12 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister
13 companies, predecessors, and their successors and assigns (collectively, “Defendant Releasees”),
14 and all entities to whom AHQ directly or indirectly distributes or sells Covered Products,
15 including, but not limited to, downstream distributors, downstream wholesalers, customers,
16 retailers, marketplace hosts, franchisees, cooperative members, licensees, and the successors and
17 assigns of any of them, who may use, maintain, distribute or sell Covered Products
18 (“Downstream Defendant Releasees”), of all claims for alleged or actual violations of
19 Proposition 65 for alleged exposures to Listed Chemicals from Covered Products manufactured,
20 distributed or sold by AHQ up through the Effective Date as set forth in the Notice and
21 Complaint. AHQ and Defendant Releasees’ compliance with this Consent Judgment shall
22 constitute compliance with Proposition 65 with respect to alleged exposures to Listed Chemicals
23 from Covered Products sold by Defendant Releasees after the Effective Date. Nothing in this
24 Section affects CAG’s right to commence or prosecute an action under Proposition 65 against
25 any person other than Settling Defendant, Defendant Releasees, or Downstream Defendant
26 Releasees.

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

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

23 CAG understands and acknowledges that the significance and consequence of this waiver of
24 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
25 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
26 violation of Proposition 65 or any other statutory or common law regarding the Covered
27 Products manufactured, distributed or sold by the Defendant Releasees through the Effective
28 Date regarding the failure to warn about actual or alleged exposure to the Listed Chemicals from
the Covered Products, CAG will not be able to make any claim for those damages, penalties or
other relief against Defendant Releasees or Downstream Defendant Releasees. Furthermore,

1 CAG acknowledges that it intends these consequences for any such Claims arising from any
2 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
3 about exposure to the Listed Chemicals from the Covered Products as may exist as of the date of
4 this release but which CAG does not know exist, and which, if known, would materially affect
5 their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge
6 is the result of ignorance, oversight, error, negligence, or any other cause.

7 **6. ENTRY OF CONSENT JUDGMENT**

8 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
9 California Health & Safety Code § 25249.7(f).

10 6.2 Upon entry of an order approving this Consent Judgment, the Complaint in this
11 action shall be deemed amended to include all the claims raised in the Notices outlined in
12 Section 1.4.

13 6.3 Within five (5) business days of receipt of all settlement payments outlined in
14 Section 4 of this Consent Judgment, CAG shall file requests for dismissal of the claims listed in
15 Sections 1.5.

16 6.4 If this Consent Judgment is not approved in full by the Court: (a) this Consent
17 Judgment and any and all prior agreements between the Parties merged herein shall terminate
18 and become null and void, and the actions shall revert to the status that existed prior to the
19 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
20 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
21 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
22 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
23 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

24 **7. MODIFICATION OF JUDGMENT**

25 7.1 This Consent Judgment may be modified only upon written agreement of the
26 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
27 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.
28

1 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
2 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

3 **8. ENFORCEMENT OF JUDGMENT**

4 8.1 The terms of this Consent Judgment shall be enforced exclusively by the parties
5 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
6 California, County of Los Angeles, giving the notice required by law, enforce the terms and
7 conditions contained herein.

8 **9. RETENTION OF JURISDICTION**

9 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
10 terms of this Consent Judgment under Code of Civil Procedure section 664.6.

11 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
12 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

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

14 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
15 California Attorney General so that the Attorney General may review this Consent Judgment
16 prior to its submittal to the Court for approval. The hearing on CAG’s motion to approve this
17 Consent Judgment shall be no sooner than forty-five (45) days after the Attorney General has
18 received the aforementioned copy of this Consent Judgment.

19 **11. ATTORNEY FEES**

20 11.1 Except as specifically provided in Sections 4.1.3 and 9.1 and 9.2, each Party shall
21 bear its own attorneys’ fees and costs in connection with the claims resolved in this Consent
22 Judgment.

23 **12. GOVERNING LAW**

24 12.1 The validity, construction, terms, and performance of this Consent Judgment shall
25 be governed by the laws of the State of California, without reference to any conflicts of law
26 provisions of California law.

27 12.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
28 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are

1 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
2 rendered inapplicable by reason of law generally as to the Covered Products or Listed
3 Chemicals, then AHQ may provide written notice to CAG of any asserted change in the law, and
4 shall have no further obligations pursuant to this Consent Judgment with respect to, and to the
5 extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be
6 interpreted to relieve AHQ from any obligation to comply with any other pertinent state or
7 federal law or regulation.

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

17 **13. EXECUTION AND COUNTERPARTS**

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

21 **14. NOTICE**

22 14.1 Any Notice under this Consent Judgment shall be by delivery of First-Class Mail.

23 14.1.1 If to CAG:

24 Reuben Yeroushalmi
25 reuben@yeraushalmi.com
26 YERUSHALMI & YERUSHALMI
27 9100 Wilshire Boulevard, Suite 240W
28 Beverly Hills, CA 90212

14.1.2 If to Defendant AHQ, LLC:

James G. Scadden
jscadden@grsm.com

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

14.1.1 If to CAG:
Reuben Yeroushalmi
reuben@yerausalmi.com
YEROUSHALMI & YEROUSHALMI
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212

14.1.2 If to Defendant AHQ, LLC:
James G. Scadden
jscadden@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
1111 Broadway, Suite 1700
Oakland, CA 94607
Tel: (510) 463-8600

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: February 29, 2024

Date: February, 29, 2024

Michael Marcus

Joe

Name: Michael Marcus

Name: Joseph Chehebar

Title: Director

Title: Controller

CONSUMER ADVOCACY GROUP, INC.

AHQ, LLC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT