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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 ROLAND FOODS, LLC, a Delaware
17 Limited Liability Company;
18 WALMART INC., a Delaware Corporation;
19 and DOES 1-10,
20 Defendants.

CASE NO. 23STCV08454

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

21 **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, ROLAND FOODS, LLC. (hereinafter referred to as “Defendant”), with each a Party to the action collectively referred to as “Parties.”

1.2 Defendant and Products

1.2.1 CAG alleges that Defendant is a Delaware corporation which employs ten or more persons. CAG further alleges that Defendant distributes, and sells the following to consumers in California:

1 (i) Escargots including but not limited to:

2 “Roland”; “Escargots”; “Giant Snails”; “Net Wt. 7.76 oz. (220g)”; “Dr. Wt. 4.4 oz.
3 (125g)”; “1 Dozen”; “RLKDG”; “RLNK”; “V0215”; “UPC 0 41224 26014 6” ;

4 “Roland”; “Escargots”; “Extra Large”; “Extra Large”; “Achatina Snails”;
5 “ACHATINA FULICA”; Net Wt. 28.2 oz. (1 lb. 12.2 oz.) 800g”; “Dr. Wt. 17.6 oz. (1 lb. 1.6 oz.)
6 500q”; “USA01”; “320”; “UPC 0 41224 26218 8”; and

7 “Roland”; “Escargots”; “Giant Snails”; Net Wt. 7.76 oz. (220g)”; “Dr. Wt. 4.4 oz.
8 (125g)”; “1 Dozen”; “USA01”; “767”; “UPC 041224260146”

9 (ii) Mushrooms including but not limited to:

10 “Roland ®”; “Premium Mushrooms”; “Dried Mixed Wild Mushrooms”; “Net Wt.
11 1.41 oz (40 g)”; “UPC 0 41224 44850 6” and

12 “Roland”; “Premium Mushrooms”; “Dried Mixed Wild Mushrooms”; “Net Wt.
13 1.41 oz (40g)”; “Packed Exclusively for Roland Foods, LLC”; “USA01”; “320”; “UPC
14 041224448506”

15 Escargots and Mushrooms are collectively referred to as the “Covered Products”.

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

20 1.3 Chemicals of Concern

21 1.3.3 Lead and Lead Compounds (hereinafter Lead) are known to the State of
California to cause cancer and developmental and reproductive toxicity.

1.3.4 Cadmium and Cadmium Compounds (hereinafter Cadmium) are known to
the State of California to cause cancer and developmental and reproductive toxicity.

1.4 Notices of Violation

1.4.1 On or about September 20, 2022, CAG served a “60-Day Notice of Intent
to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2022-

1 02224) (“Notice 1”) that provided Defendant with notice of alleged violations of Health & Safety
2 Code § 25249.6 for failing to warn individuals in California of exposures to Lead contained in
3 Mushrooms sold and/or distributed by Defendant. No other public enforcer has commenced or
4 diligently prosecuted the allegations set forth in the Notice.

5 1.4.2 On or about December 22, 2022, CAG served “60-Day Notice of Intent to
6 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2022-
7 03083) (“Notice 2”) that provided Defendant with notice of alleged violations of Health & Safety
8 Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium
9 contained in Escargots sold and/or distributed by Defendant. No other public enforcer has
10 commenced or diligently prosecuted the allegations set forth in the Notice.

11 1.4.3 On or about July 28, 2023, CAG served “60-Day Notice of Intent to Sue for
12 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2023-02332)
13 (“Notice 3”) that provided Defendant with notice of alleged violations of Health & Safety Code
14 § 25249.6 for failing to warn individuals in California of exposures to Lead contained in
15 Mushrooms sold and/or distributed by Defendant. No other public enforcer has commenced or
16 diligently prosecuted the allegations set forth in the Notice.

17 1.4.4 On or about October 26, 2023, CAG served “60-Day Notice of Intent to Sue
18 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2023-03335)
19 (“Notice 4”) that provided Defendant with notice of alleged violations of Health & Safety Code
20 § 25249.6 for failing to warn individuals in California of exposures to Cadmium contained in
21 Escargots sold and/or distributed by Defendant. No other public enforcer has commenced or
diligently prosecuted the allegations set forth in the Notice.

1.4.5 On or about December 1, 2023, CAG served “60-Day Notice of Intent to
Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2023-
03815) (“Notice 5”) that provided Defendant with notice of alleged violations of Health & Safety
Code § 25249.6 for failing to warn individuals in California of exposures to Lead contained in

1 Escargots sold and/or distributed by Defendant. No other public enforcer has commenced or
2 diligently prosecuted the allegations set forth in the Notice.

3 1.4.6 Notice 1, Notice 2, Notice 3, Notice 4, and Notice 5 are collectively referred
4 to as the “Notices”.

5 1.5 **Complaint**

6 1.5.1 On April 17, 2023, CAG filed a complaint for civil penalties and injunctive
7 relief (“Complaint”) in Los Angeles Superior Court, Case No. 23STCV08454 against Defendant
8 and Walmart Inc. The Complaint alleges, among other things, that Defendant and Walmart Inc.,
9 violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead and
10 Cadmium from Escargots.

11 1.5.2 On June 28, 2024, CAG filed an amended complaint for civil penalties and
12 injunctive relief (“Amended Complaint”) in Los Angeles Superior Court, Case No. 23STCV08454
13 against Defendant and Walmart Inc. The Amended Complaint alleges, among other things, that
14 Defendant and Walmart violated Proposition 65 by failing to give clear and reasonable warnings
15 of exposure to Lead and Cadmium from Escargots and by failing to give clear and reasonable
16 warnings of exposure to Lead from Mushrooms.

17 1.6 **Consent to Jurisdiction**

18 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court
19 has jurisdiction over the allegations of violations contained in the Complaint and Amended
20 Complaint and personal jurisdiction over Defendant as to the acts alleged in the Complaint and
21 Amended Complaint, that venue is proper in the County of Los Angeles and that this Court has
jurisdiction to enter this Consent Judgment as a full settlement and resolution of the allegations
contained in all causes of action of the Complaint and Amended Complaint and of all claims which
were or could have been raised by any person or entity based in whole or in part, directly or
indirectly, on the facts alleged therein or arising therefrom or related thereto.

1 **1.7 No Admission**

2 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The
3 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all claims
4 between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent
5 Judgment shall be construed as an admission by the Parties of any material allegation of the
6 Complaint and Amended Complaint (each and every allegation of which Defendant denies), any
7 fact, conclusion of law, issue of law or violation of law, including without limitation, any
8 admission concerning any violation of Proposition 65 or any other statutory, regulatory, common
9 law, or equitable doctrine, or the meaning of the terms “knowingly and intentionally expose” or
10 “clear and reasonable warning” as used in Health and Safety Code section 25249.6. Nothing in
11 this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an
12 admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of
13 fault, wrongdoing, or liability by any Defendant, its officers, directors, employees, or parent,
14 subsidiary or affiliated corporations, or be offered or admitted as evidence in any administrative
15 or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this
16 Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the
17 Parties may have in any other or future legal proceeding, except as expressly provided in this
18 Consent Judgment.

15 **2. DEFINITIONS**

16 2.1 “Covered Products” means all Escargots and Mushrooms products sold or supplied
17 by Defendant, including but not limited to, the products specifically identified in Paragraph 1.2.1.

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

19 2.3 “Lead” means Lead and Lead Compounds.

20 2.4 “Cadmium” means Cadmium and Cadmium Compounds.

21 2.5 “Listed Chemicals” means:

1 Lead and/or Cadmium in Escargots and Mushrooms.

2 2.6 “Notices” means Notice 1, Notice 2, Notice 3, Notice 4, and Notice 5.

3 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
4 **WARNINGS.**

5 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in
6 California, or ship for sale in California any Covered Products unless the level of Lead and the
7 level of Cadmium do not exceed the levels (“reformulation level(s)”) specified below unless
8 Proposition 65 compliant warnings are used as set forth in the following paragraphs.

9 3.1.1 **Lead:** an exposure of no more than 0.5 micrograms of Lead based on a single serving
10 per day. For purposes of assessing compliance with this reformulation level, the exposure shall be
11 calculated by multiplying the recommended serving size of the Covered Products by the
12 concentration of Lead in the Covered Products.

13 3.1.2 **Cadmium:** an exposure of no more than 4.1 micrograms of Cadmium based on a
14 single serving per day. For purposes of assessing compliance with this reformulation level, the
15 exposure shall be calculated by multiplying the recommended serving size of the Covered Products
16 by the concentration of Cadmium in the Covered Products.

17 3.2 For any Covered Products that exceeds their respective reformulation levels of
18 Listed Chemicals that are manufactured for distribution and/or sale into California after the
19 Effective Date, Defendant must provide a Proposition 65 compliant warning for the Covered
20 Products as permitted by Proposition 65 and its implementing regulations or as set forth below.
21 This obligation shall not apply for Covered Products for which labels were ordered prior to the
22 Effective Date. For determination of the reformulation level, the detections shall not be averaged.
23 Any warning provided pursuant to this section shall be affixed to the packaging of, or directly on,
24 the Covered Products, and be prominently placed with such conspicuousness as compared with
25 other words, statements, designs, or devices as to render it likely to be read and understood by an
26 ordinary individual under customary conditions before purchase or use. The warning must be set
27 off from other surrounding information, enclosed in a box. Where the packaging of the Covered
28 Product or a sign referring to the Covered Product includes consumer information as defined by

1 California Code of Regulations title 27 §25600.1(c) in a language other than English, the warning
2 must also be provided in that language in addition to English. Should Defendant sell or distribute
3 any Covered Product through the internet, the warning will be posted in the manner provided for
4 with respect to internet sales, as provided for in 27 CCR sections 25601 and 25602, as they may
5 be subsequently amended. The Parties agree that the following warning language shall constitute
6 compliance with Proposition 65 with respect to the alleged Lead and Cadmium in the Covered
7 Products placed into the steam of commerce by Defendant after the Effective Date:

8 For Covered Products that contain Lead:

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

12 For Covered Products that contain Cadmium:

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

16 For Covered Products that contain Lead and Cadmium, Defendant may provide
17 the below warning for Lead as a carcinogen and reproductive toxicant, as
18 provided in Title 27 California Code of Regulations, section 25607.2(a)(5):

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

3.4 Changes in the law and regulations applicable to Prop 65, including changes
resulting from federal and/or state court rulings, occurring after this date shall be incorporated into
the terms of this Consent Judgment.

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1 **4. SETTLEMENT PAYMENT**

2 4.1 **Payment and Due Date:** Within ten (10) days of the Effective Date, Defendant
3 shall pay a total of one hundred and forty thousand dollars (\$140,000) in full and complete
4 settlement of all monetary claims by CAG related to the Notices, as follows:

5 4.1.1 **Civil Penalty:** Defendant shall issue separate checks totaling thirty-one
6 thousand four hundred and forty dollars (\$31,440.00) as penalties pursuant to Health & Safety
7 Code § 25249.12:

8 (a) Defendant will issue a check made payable to the State of California's
9 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of twenty-three
10 thousand five hundred and eighty dollars (\$23,580.00) representing 75% of the total penalty and
11 Defendant will issue a separate check to CAG in the amount of seven thousand eight hundred and
12 sixty dollars (\$7,860.00) representing 25% of the total penalty; and

13 (b) Separate 1099s shall be issued for each of the above payments:
14 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95812-4010 (EIN: 68-
15 0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
16 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

17 4.1.2 **Additional Settlement Payments:** Defendant shall make a separate
18 payment, in the amount of twenty-three thousand five hundred and sixty dollars (\$23,560.00) as
19 an additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health &
20 Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendant will
21 issue a separate check to CAG for the Additional Settlement Payment. CAG will use this payment
as follows, eighty percent (80%) for fees of investigation, purchasing and testing for Proposition
65 listed chemicals in various products, and for expert fees for evaluating exposures through
various mediums, including but not limited to consumer product, occupational, and environmental
exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining experts
who assist with the extensive scientific analysis necessary for those files in litigation and to offset

1 the costs of future litigation enforcing Proposition 65 but excluding attorney fees; twenty percent
2 (20%) for administrative costs incurred during investigation and litigation to reduce the public's
3 exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to
4 be responsible for such exposures and attempting to persuade those persons and/or entities to
5 reformulate their products or the source of exposure to completely eliminate or lower the level of
6 Proposition 65 listed chemicals including but not limited to costs of documentation and tracking
7 of products investigated, storage of products, website enhancement and maintenance, computer
8 and software maintenance, investigative equipment, CAG's member's time for work done on
9 investigations, office supplies, mailing supplies and postage. Within 30 days of a request from the
10 Attorney General, CAG shall provide to the Attorney General copies of documentation
11 demonstrating how the above funds have been spent. CAG shall be solely responsible for ensuring
12 the proper expenditure of such additional settlement payment.

13
14 **4.1.3 Reimbursement of Attorney's Fees and Costs:** Defendant shall pay
15 eighty-five thousand dollars (\$85,000.00) to "Yeroushalmi & Yeroushalmi" as reimbursement for
16 reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of
17 investigating, bringing this matter to Defendant's attention, litigating, and negotiating a settlement
18 in the public interest.

19
20 **4.2** Other than the payment to OEHHA described above, all payments referenced in
21 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi
& Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to
OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike
Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with
payment to OEHHA, Defendant shall provide CAG with written confirmation that the payment to
OEHHA was delivered.

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

2 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on behalf
3 of itself and in the public interest and Defendant for failure to provide Proposition 65 warning of
4 exposure to Listed Chemicals from the Covered Products as set forth in the Notices, Complaint,
5 and Amended Complaint, and fully resolves all claims that have been or could have been asserted
6 against Defendant in this action up through the Effective Date for failure to provide Proposition
7 65 warnings for the Covered Products regarding Listed Chemicals. CAG, on behalf of itself and
8 in the public interest, hereby discharges Defendant, and their respective officers, directors,
9 insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, and their
10 successors and assigns, including but not limited to American Roland Food LLC (“Defendant
11 Releasees”), and all customers, distributors, retailers, marketplace hosts, internet marketplaces,
12 and downstream entities in the distribution chain of the Covered Products to whom Defendant
13 distributed or sold Covered Products, including but not limited to Walmart, Inc., Walmart
14 Supercenter, Wal-Mart Stores East, L.P., Wal-Mart Stores East, Inc., Wal-Mart Stores Inc., Wal-
15 Mart.com USA, LLC, Amazon.com Services LLC, their parents, subsidiaries, and affiliated
16 entities, and the predecessors, successors and assigns of any of them, licensees, and all of their
17 respective officers, directors, shareholders, members, managers, employees, representatives,
18 attorneys, and agents only as to Covered Products sold by the Defendant (collectively,
19 “Downstream Releasees”), for all Covered Products manufactured up through the Effective Date
20 for violations of Proposition 65 based on exposure to Listed Chemicals from the Covered Products.
21 Defendant Releasees and Downstream Releasees are collectively referred to as the “Released
Parties.” Defendant’s compliance with the terms of this Consent Judgment shall be deemed to
constitute compliance with Proposition 65 regarding alleged exposures to Listed Chemicals from
the Covered Products. Nothing in this Section affects CAG’s right to commence or prosecute an
action under Proposition 65 against any person other than Defendant Releasees or Downstream
Releasees after the Effective Date.

1 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
2 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
3 indirectly, any form of legal action and releases all claims, including, without limitation, all
4 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,
5 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert
6 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or
7 contingent (collectively "Claims"), against the Released Parties arising from any violation of
8 Proposition 65 or any other statutory or common law regarding the failure to warn about exposure
9 to Listed Chemicals from the Covered Products. In furtherance of the foregoing, as to alleged
10 exposures to Listed Chemicals from the Covered Products, CAG on behalf of itself only, hereby
11 waives any and all rights and benefits which it now has, or in the future may have, conferred upon
12 it with respect to Claims arising from any violation of Proposition 65 or any other statutory or
13 common law regarding the failure to warn about exposure to Listed Chemicals from the Covered
14 Products by virtue of the provisions of section 1542 of the California Civil Code, which provides
15 as follows:

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.

16 CAG understands and acknowledges that the significance and consequence of this waiver of
17 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
18 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
19 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
20 about exposure to Listed Chemicals from the Covered Products, including but not limited to any
21 exposure to, or failure to warn with respect to exposure to Listed Chemicals from the Covered
Products, CAG will not be able to make any claim for those damages against Released Parties.
Furthermore, CAG acknowledges that it intends these consequences for any such Claims arising

1 from any violation of Proposition 65 or any other statutory or common law regarding the failure
2 to warn about exposure to Listed Chemicals 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 and Amended Complaint.

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

13 6.3 In exchange for payment, as described in Section 4, CAG shall dismiss the entire
14 Complaint and Amended Complaint against Defendant with prejudice within five (5) business
15 days after the payments identified in Section 4 have cleared, and CAG shall dismiss the entire
16 action against Defendant Walmart Inc. without prejudice within five (5) business days after the
17 payments identified in Section 4 have cleared.

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

1 **7. MODIFICATION OF JUDGMENT**

2 7.1 This Consent Judgment may be modified only upon written agreement of the
3 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
4 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

5 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
6 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

7 **8. RETENTION OF JURISDICTION**

8 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms
9 of this Consent Judgment under Code of Civil Procedure § 664.6.

10 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
11 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

12 **10. DUTIES LIMITED TO CALIFORNIA**

13 9.1 This Consent Judgment shall have no effect on Covered Products sold by Defendant
14 outside the State of California.

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

16 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
17 California Attorney General so that the Attorney General may review this Consent Judgment prior
18 to its approval by the Court. No sooner than forty-five (45) days after the Attorney General has
19 received the aforementioned copy of this Consent Judgment, and in the absence of any written
20 objection by the Attorney General to the terms of this Consent Judgment, may the Court approve
21 this Consent Judgment.

11. ATTORNEY FEES

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

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 provisions
4 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 CAG
11 of any asserted change in the law, and shall have no further obligations pursuant to this Consent
12 Judgment with respect to, and to the extent that, the Covered Products are so affected. Nothing in
13 this Consent Judgment shall be interpreted to relieve a Defendant from any obligation to comply
14 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 against
the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
this regard, the Parties hereby waive California Civil Code § 1654.

1 **13. EXECUTION AND COUNTERPARTS**

2 13.1 This Consent Judgment may be executed in counterparts and by means of facsimile
3 or portable document format (pdf), which taken together shall be deemed to constitute one
4 document and have the same force and effect as original signatures.

4 **14. NOTICES**

5 14.1 Any notice under this Consent Judgment shall be by First-Class Mail or E-mail.

6 If to CAG:

7 Reuben Yeroushalmi
8 YEROUSHALMI & YEROUSHALMI
9 9100 Wilshire Boulevard, Suite 240W
10 Beverly Hills, CA 90212
11 (310) 623-1926
12 Email: lawfirm@yeroushalmi.com

10 If to Defendant Roland Foods, LLC:

11 Trenton H. Norris
12 HOGAN LOVELLS US LLP
13 4 Embarcadero Center, Suite 3500
14 San Francisco, CA 94111
15 (415) 374-2365
16 Email: trent.norris@hoganlovells.com

14 **15. AUTHORITY TO STIPULATE**

15 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
16 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
17 the party represented and legally to bind that party.

1 **AGREED TO:**

2 Date: July 8, 2024

3 Michael Marcus

4 Name: Michael Marcus

5 Title: Director

6 CONSUMER ADVOCACY GROUP, INC.

AGREED TO:

Date: July 16, 2024

Keith J. Dougherty

Name: Keith J. Dougherty

Title: CEP

ROLAND FOODS, LLC.

7 **IT IS SO ORDERED.**

8
9 Date: _____

JUDGE OF THE SUPERIOR COURT