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

FILED
Superior Court of California
County of Los Angeles
06/15/2023

David W. Slayton, Executive Officer / Clerk of Court
By: P. Herrera Deputy

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 AMAZON.COM, LLC, a Delaware Limited
17 Liability Company;
18 AMAZON.COM SERVICES, INC., a
19 Delaware Corporation;
20 RHEE BROS., INC., a Maryland
21 Corporation;
22 KOREAN FARM, INC., a California
23 Corporation
24 and DOES 1-10,

25 Defendants.

Case Number: 21STCV01324

Related to: CGC-13-536301

REVISED CONSENT JUDGMENT
~~[PROPOSED]~~

Health & Safety Code § 25249.5 *et seq.*

1 **1. INTRODUCTION**

2 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
3 ADVOCACY GROUP, INC. (referred to as “CAG”) acting on behalf of itself and in the interest
4 of the public, on the one hand, and defendants, Rhee Bros., Inc. (“Rhee Bros.”), and Korean
5 Farm., Inc. (“Korean Farm”), (hereinafter jointly referred to as “Defendants”), on the other hand,
6 with each a Party to the actions referenced below, and collectively referred to as “Parties.”

7 **1.2 Defendants and Products**

8 1.2.1 Korean Farm is a California corporation which employs ten or more
9 persons. Rhee Bros. is a Maryland corporation. Defendants distribute, and sell: **Rice**
10 (hereinafter referred to as the “Covered Products”)

11 1.2.2 For purposes of this Consent Judgment, Korean Farm is deemed to be a
12 person in the course of doing business in California and is subject to the provisions of the Safe
13 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§
14 25249.6 et seq. (“Proposition 65”). Rhee Bros. disputes the allegation that it is a person in the
15 course of doing business in California, subject to the provisions of Proposition 65. However,
16 for purposes of this Consent Judgment only, Rhee Bros. consents to be subject to the provisions
17 of Proposition 65.

18 **1.3 Chemicals of Concern**

19 1.3.1 Lead and Lead Compounds (hereinafter “Lead”) are known to the State of
20 California to cause cancer and/or birth defects or other reproductive harm.

21 **1.4 Notices of Violation**

22 1.4.1 On or about September 10, 2013, CAG served Defendants and various
23 public enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter
24 the “2013 Notice”) that provided the Defendants with notice of alleged violations of Health &
25 Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead in Rice
26 sold and/or distributed by Defendants. No other public enforcer has commenced or diligently
27 prosecuted the allegations set forth in the 2013 Notice.
28

1 1.4.2 On or about August 25, 2020, CAG served Defendants and various public
2 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter the
3 “2020 Notice”) that provided the Defendants with notice of alleged violations of Health & Safety
4 Code § 25249.6 for failing to warn individuals in California of exposures to Lead in Rice sold
5 and/or distributed by Defendants. No other public enforcer has commenced or diligently
6 prosecuted the allegations set forth in the 2020 Notice.

7 **1.5 Complaints**

8 1.5.1 On December 19, 2013, CAG filed a complaint for civil penalties and
9 injunctive relief (the “2013 Complaint”) in San Francisco Superior Court, Case No. CGC-13-
10 536301 against Defendants. The 2013 Complaint alleges, among other things, that Defendants
11 violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead
12 from Covered Products.

13 1.5.2 On or about February 17, 2015, the 2013 Complaint was coordinated and
14 assigned Judicial Council Coordination Proceeding number 4816 (the “JCCP Action”).

15 1.5.3 On January 12, 2021, CAG filed a complaint for civil penalties and
16 injunctive relief (the “2021 Complaint”) in Los Angeles Superior Court, Case No.
17 21STCV01324 (the “2021 Action”), against Defendants. The 2021 Complaint alleges, among
18 other things, that Defendants violated Proposition 65 by failing to give clear and reasonable
19 warnings of exposure to Lead from Covered Products. The 2013 Complaint and the 2021
20 Complaint are hereinafter referred to as the “Complaints.”

21 1.5.4 On June 21, 2022, the 2021 Action was deemed related to the JCCP
22 Action and is now pending before Judge Berle in Department 6 of the Los Angeles Superior
23 Court, Complex Division.

24 **1.6 Consent to Jurisdiction**

25 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court
26 has jurisdiction over the allegations of violations contained in the Complaints and personal
27 jurisdiction over Defendants as to the acts alleged in the Complaints, that venue is proper in the
28

1 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a
2 full settlement and resolution of the allegations contained in the Complaints and of all claims
3 which were or could have been raised by any person or entity based in whole or in part, directly
4 or indirectly, on the facts alleged therein or arising therefrom or related thereto.

5 **1.7 No Admission**

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

22 **2. DEFINITIONS**

23 2.1 “Covered Products” means Rice sold or supplied by Defendants.

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

26 2.3 “Lead” means Lead and Lead Compounds.

27 2.4 “Listed Chemical” means Lead.
28

1 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
2 **WARNINGS.**

3 3.1 The injunctive relief set forth herein will mirror the injunctive relief as set out in
4 the Consent Judgment between CAG and the California Rice Commission in the JCCP Action
5 and the Consent Judgment between CAG and Defendant Mercado Latino, Inc. in the 2013
6 Action. After the Effective Date, Defendants shall not, without the warning referenced below,
7 sell in California, offer for sale in California, or ship for sale in California any Rice unless the
8 level of Lead contained therein does not exceed 56 parts per billion (“ppb”).

9 3.2 For any Covered Products that exceeds 56 ppb for the Listed Chemical, that are
10 sold in California, offered for sale in California, or shipped for sale in California after the
11 Effective Date, Defendants must provide a Proposition 65 compliant warning for the Covered
12 Products as set forth below. Nothing is intended herein to provide for a permanent warning on
13 Defendants’ product if the concentration levels of Lead do not exceed 56 ppb. Any warning
14 provided pursuant to this section shall be affixed to the packaging of, or directly on, the Covered
15 Products, and be prominently placed with such conspicuousness as compared with other words,
16 statements, designs, or devices as to render it likely to be read and understood by an ordinary
17 individual under customary conditions before purchase or use. The warning must be set off from
18 other surrounding information, enclosed in a box. Where the packaging of the Covered Product
19 includes consumer information as defined by California Code of Regulations title 27 §25600.1(c)
20 in a language other than English, the warning must also be provided in that language in addition
21 to English. Should Defendants sell any Covered Product through the internet, the warning will be
22 posted in the manner provided for with respect to internet sales, as provided for in 27 CCR
23 sections 25601 and 25602, as they may be subsequently amended. The Parties agree that the
24 following warning language shall constitute compliance with Proposition 65 with respect to the
25 alleged Lead, in the Covered Products sold, offered for sale, or shipped for sale in California by
26 Defendants after the Effective Date:
27
28

1 **WARNING:** Consuming this product can expose you to chemicals including
2 Lead, which is known to the State of California to cause cancer and birth defects
3 or other reproductive harm. For more information go to
4 www.P65Warnings.ca.gov/food.

5 3.3 For any Covered Products still existing in the Defendants' inventory as of the
6 Effective Date, that will be sold, offered for sale, or shipped for sale, in California,
7 Defendants shall place a Proposition 65 compliant warning on them, unless the Covered Products
8 do not exceed their respective levels of Lead.

9 3.4 Defendants may use the short form warning language to sell through the Covered
10 Products that exceeds 56ppb of Lead for 120 days after the Effective Date. The language of the
11 warning will be as follows:

12  **WARNING:** Cancer and Reproductive Harm -
13 www.P65Warnings.ca.gov

14
15
16
17
18 After 120 days Defendants shall only use the long form warning as specified in Paragraph
19 3.2 above for Covered Products that exceeds 56ppb of Lead.

20 **4. SETTLEMENT PAYMENT**

21 4.1 **Payment and Due Date:** Defendants shall pay a total of one hundred thousand
22 dollars (\$100,000) in full and complete settlement of all monetary claims by CAG related to the
23 Notices, as follows:

24 4.1.1 **Civil Penalty:** Defendant shall issue separate checks totaling eight
25 thousand five hundred and eighty dollars (\$8,580.00) as penalties pursuant to Health & Safety
26 Code § 25249.12:

27 (a) Defendants will issue a check made payable to the State of California's
28 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of six thousand

1 four hundred and thirty-five dollars (\$6,435.00) representing 75% of the total penalty and
2 Defendants will issue a separate check to CAG in the amount of two thousand one hundred and
3 forty-five dollars (\$2,145.00) representing 25% of the total penalty; and

4 (b) Separate 1099s shall be issued for each of the above payments:

5 Defendants will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
6 0284486). Defendants will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
7 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

8 4.1.2 **Additional Settlement Payments:** Defendants shall make a separate
9 payment, in the amount of six thousand four hundred and twenty dollars (\$6,420.00) as an
10 additional settlement payment to “Consumer Advocacy Group, Inc.” pursuant to Health & Safety
11 Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendants will
12 issue a separate check to CAG for the Additional Settlement Payment. CAG will use this
13 payment as follows, eighty five percent (85%) for fees of investigation, purchasing and testing
14 for Proposition 65 listed chemicals in various products, and for expert fees for evaluating
15 exposures through various mediums, including but not limited to consumer product,
16 occupational, and environmental exposures to Proposition 65 listed chemicals, and the cost of
17 hiring, consulting and retaining experts who assist with the extensive scientific analysis
18 necessary for those files in litigation and to offset the costs of future litigation enforcing
19 Proposition 65 but excluding attorney fees; fifteen percent (15%) for administrative costs
20 incurred during investigation and litigation to reduce the public’s exposure to Proposition 65
21 listed chemicals by notifying those persons and/or entities believed to be responsible for such
22 exposures and attempting to persuade those persons and/or entities to reformulate their products
23 or the source of exposure to completely eliminate or lower the level of Proposition 65 listed
24 chemicals including but not limited to costs of documentation and tracking of products
25 investigated, storage of products, website enhancement and maintenance, computer and software
26 maintenance, investigative equipment, CAG’s member’s time for work done on investigations,
27 office supplies, mailing supplies and postage. Within 30 days of a request from the Attorney
28

1 General, CAG shall provide to the Attorney General copies of documentation demonstrating how
2 the above funds have been spent. CAG shall be solely responsible for ensuring the proper
3 expenditure of such additional settlement payment.

4 **4.1.3 Reimbursement of Attorneys’ Fees and Costs:** Defendants shall pay
5 eighty-five thousand dollars (\$85,000.00) to “Yeroushalmi & Yeroushalmi” as reimbursement
6 for reasonable investigation fees and costs, attorneys’ fees, and any other costs incurred as a
7 result of investigating, bringing this matter to Defendants’ attention, litigating, and negotiating a
8 settlement in the public interest.

9 4.2 Other than the payment to OEHHA described above, all payments referenced in
10 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
11 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
12 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,
13 Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently
14 with payment to OEHHA, Defendants shall provide CAG with written confirmation that the
15 payment to OEHHA was delivered.

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

17 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on
18 behalf of itself and in the public interest and Defendants for failure to provide Proposition 65
19 warning of exposure to Lead, from the Covered Products as set forth in the Notices, and fully
20 resolves all claims that have been or could have been asserted against Defendants in the 2013
21 Action, the 2021 Action, and the JCCP Action up through the Effective Date for failure to
22 provide Proposition 65 warnings for the Covered Products regarding Lead. CAG, on behalf of
23 itself and in the public interest, hereby discharges Defendants and their respective officers,
24 directors, insurers, employees, parents, shareholders, members, divisions, subdivisions,
25 subsidiaries, and their successors and assigns (“Defendant Releasees”) and all customers,
26 retailers and downstream entities in the distribution chain of the Covered Products to whom
27 Defendants distributed or sold Covered Products, and the predecessors, successors and assigns of
28

1 any of them, and all of their respective officers, directors, shareholders, members, managers,
2 employees, agents only as to Covered Products sold by the Defendants, including without
3 limitation Amazon.com, LLC and Amazon.com Services, Inc. (collectively, “Downstream
4 Releasees”) (Defendant Releasees and Downstream Releasees are collectively referred to herein
5 as the “Released Parties”), for all Covered Products placed into the stream of commerce up
6 through the Effective Date for violations of Proposition 65 based on exposure to Lead from the
7 Covered Products. Defendant’s compliance with the terms of this Consent Judgment shall be
8 deemed to constitute compliance with Proposition 65 regarding alleged exposures to Lead from
9 the Covered Products. Nothing in this Section affects CAG’s right to commence or prosecute an
10 action under Proposition 65 against any person other than Defendant Releasees or Downstream
11 Releasees after the Effective Date. The scope of the release for the Downstream Releasees is
12 limited to the “Covered Products” distributed for sale by Defendants only.

13 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
14 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
15 indirectly, any form of legal action and releases all claims, including, without limitation, all
16 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
17 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
18 fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown,
19 fixed or contingent (collectively “Claims”), against the Released Parties arising from any
20 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
21 about exposure to Lead from the Covered Products. In furtherance of the foregoing, as to alleged
22 exposures to Lead from the Covered Products, CAG on behalf of itself only, hereby waives any
23 and all rights and benefits which it now has, or in the future may have, conferred upon it with
24 respect to Claims arising from any violation of Proposition 65 or any other statutory or common
25 law regarding the failure to warn about exposure to Lead from the Covered Products by virtue of
26 the provisions of section 1542 of the California Civil Code, which provides as follows:
27

28 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE

1 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
2 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
3 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
4 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
5 DEBTOR OR RELEASED PARTY.

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

19 **6. ENTRY OF CONSENT JUDGMENT**

20 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
21 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
22 Defendant waive their respective rights to a hearing or trial on the allegations of the 2013
23 Complaint or the 2021 Complaint.

24 6.2 The Parties shall make all reasonable efforts possible to have the Consent
25 Judgment approved by the Court.

26 6.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent
27 Judgment and any and all prior agreements between the Parties merged herein shall terminate
28 and become null and void, and the actions shall revert to the status that existed prior to the
execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft

1 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
2 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
3 purpose in the 2013 Action, 2021 Action, the JCCP Action, or in any other proceeding; and (c)
4 the Parties agree to meet and confer to determine whether to modify the terms of the Consent
5 Judgment and to resubmit it for approval.

6 **7. MODIFICATION OF JUDGMENT**

7 7.1 This Consent Judgment may be modified only upon written agreement of the
8 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
9 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

10 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
11 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

12 **8. RETENTION OF JURISDICTION**

13 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the
14 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

15 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
16 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

17 **9.. DUTIES LIMITED TO CALIFORNIA**

18 9.1 This Consent Judgment shall have no effect on Covered Products sold by
19 Defendants outside the State of California.

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

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

27 **11. ATTORNEY FEES**

1 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
2 own costs and attorney fees in connection with this action.

3 **12. GOVERNING LAW**

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

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

17 12.3 The Parties, including their counsel, have participated in the preparation of this
18 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
19 Consent Judgment was subject to revision and modification by the Parties and has been accepted
20 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
21 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
22 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
23 agrees that any statute or rule of construction providing that ambiguities are to be resolved
24 against the drafting Party should not be employed in the interpretation of this Consent Judgment
25 and, in this regard, the Parties hereby waive California Civil Code § 1654.
26
27
28

1 **13. EXECUTION AND COUNTERPARTS**

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

5 **14. NOTICES**

6 14.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

7
8 If to CAG:

9 Reuben Yeroushalmi
10 YEROUSHALMI & YEROUSHALMI
11 9100 Wilshire Boulevard, Suite 240W
12 Beverly Hills, CA 90212
13 (310) 623-1926
14 Email: lawfirm@yeroushalmi.com

15
16 If to Defendants.:

17 David C. Bolstad
18 Christopher Foster
19 SAFARIAN CHOI & BOLSTAD LLP
20 555 S. Flower Street, Suite 650
21 Los Angeles, CA 90071
22 (213 481 6565
23 dbolstad@safarianchoi.com

24
25 **15. AUTHORITY TO STIPULATE**

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

AGREED TO:	AGREED TO:
-------------------	-------------------

1	Date: _____, 2023	Date: _____, 2023
2		
3		
4	Name: _____	Name: _____
5	Title: _____	Title: _____
6	RHEE BROS, INC.	KOREAN FARM, INC.
7	AGREED TO:	
8	Date: <u>June 5</u> , 2023	
9	<u>Michael Marcus</u>	
10		
11	Name: <u>Michael Marcus</u>	
12	Title: <u>Director</u>	
13		
14	CONSUMER ADVOCACY GROUP, INC.	

15
16 **IT IS SO ORDERED.**

17
18 Date: _____


19 _____
20 JUDGE OF THE SUPERIOR COURT

1	Date: _____, 2023	Date: <u>6/5/23</u> , 2023
2		<u>562/136</u>
3		
4	Name: _____	Name: <u>STEVEN RHEE</u>
5	Title: _____	Title: <u>PRESIDENT</u>
6	RHEE BROS, INC.	KOREAN FARM, INC.
7	AGREED TO:	
8	Date: _____, 2023	
9		
10		
11	Name: _____	
12	Title: _____	
13		
14	CONSUMER ADVOCACY GROUP, INC.	

15
16 **IT IS SO ORDERED.**

17
18 Date: _____

19 _____
20 JUDGE OF THE SUPERIOR COURT

1 2 3 4 5 6 7 8 9 10 11 12 13 14	Date: <u>JUNE 5, 2023</u> , 2023  <hr/> Name: <u>ROBIN RHEE</u> Title: <u>PRESIDENT</u> RHEE BROS, INC. AGREED TO: Date: _____, 2023 <hr/> Name: _____ Title: _____ CONSUMER ADVOCACY GROUP, INC.	Date: _____, 2023 <hr/> Name: _____ Title: _____ KOREAN FARM, INC.
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15
16 **IT IS SO ORDERED.**



17 **Elihu M. Berle**

18 Date: R } ^ A I E G E H

Elihu M. Berle / Judge

19 JUDGE OF THE SUPERIOR COURT