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Los Angeles Superior Court

APR 04 2017

Sherril R. Carter, Executive Officer/Clerk
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FILING WINDOW

1 Reuben Yeroushalmi (SBN 193981)
2 Ben Yeroushalmi (SBN 232540)
3 Peter T. Sato (SBN 238486)
4 **YEROUSHALMI & YEROUSHALMI**
5 An Association of Independent Law Corporations
6 9100 Wilshire Boulevard, Suite 240W
7 Beverly Hills, 90212
8 Telephone: (310) 623-1926
9 Facsimile: (310) 623-1930

10 Attorneys for Plaintiffs,
11 Consumer Advocacy Group, Inc.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES – STANLEY MOSK

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

16 Plaintiff,

17 v.

18 H.K. PARTNERS L.L.C., a California
19 Limited Liability Corporation; HK
20 GALLERIA WHOLESALE LP, a California
21 Limited Partnership; GALLERIA MARKET,
22 a business entity form unknown; and DOES
23 1-20;

24 Defendants.

CASE NO. BC624210

CONSENT JUDGMENT [~~PROPOSED~~]

Health & Safety Code § 25249.5 *et seq.*

Dept. 58

Judge: Hon. John P. Doyle

Complaint filed: June 20, 2016

25 **1. INTRODUCTION**

26 1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer
27 Advocacy Group, Inc. (referred to as "CAG") acting on behalf of itself and in the interest of the
28 public, on the one hand, and Defendants GALLERIA MARKET/NORTHRIDGE, LP
("GALLERIA NORTHRIDGE"), HK GALLERIA WHOLESALE LP ("HK GALLERIA"), H.K.
PARTNERS L.L.C. ("HK PARTNERS"), and HANA INDUSTRIAL CO., LTD. ("HANA")
(collectively, "Defendants"), each a Party to the action, and GALLERIA MARKET, LP

COPY

1 (“GALLERIA”), not a Party to the action, (with GALLERIA NORTHRIDGE, HK GALLERIA,
2 HK PARTNERS, HANA and GALLERIA collectively referred to as the “Settling Entities”), on
3 the other hand, collectively referred to as the “Parties.”

4 **1.2 Defendants and Products**

5 1.2.1 GALLERIA NORTHRIDGE is a California Limited Partnership, HK
6 GALLERIA was previously merged into GALLERIA, HK PARTNERS is a California Limited
7 Liability Corporation, HANA is a foreign corporation, and GALLERIA is a Limited Partnership.

8 1.2.2 Certain of the Settling Entities previously manufactured, caused to be
9 manufactured, sold, or distributed Gardening Pruners with Plastic Grips, which includes but is not
10 limited to, ““Hana” HS708 200mm, MADE IN KOREA. www.hana2024.co.kr UPC: 8 803544
11 006208.”

12 **1.3 Chemical Of Concern**

13 Diethyl hexyl phthalate (“DEHP”), which is known to the State of California to cause
14 cancer and/or birth defects or other reproductive harm.

15 **1.4 Notice of Violation.**

16 On January 11, 2016, CAG served GALLERIA NORTHRIDGE, HK GALLERIA, HK
17 PARTNERS, HANA, and various public enforcement agencies with a document entitled “60-Day
18 Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of
19 1986” (“January 11, 2016 Notice”) that provided the recipients with notice of alleged violations
20 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to
21 DEHP contained in Gardening Pruners sold by the Settling Entities. No public enforcer has
22 commenced or diligently prosecuted the allegations set forth in the January 11, 2016 Notice.
23

24 **1.5 Complaint.**

25 On June 20, 2016, CAG filed a Complaint for civil penalties and injunctive relief
26 (“Complaint”) in Los Angeles County Superior Court, Case No. BC624210, against Defendants.
27
28

1 The Complaint alleges, among other things, that Defendants violated Proposition 65 by failing to
2 give clear and reasonable warnings of exposure to DEHP from the Covered Products.

3 **1.6 Jurisdiction**

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

12 HANA is a Defendant in this action, but has not yet been served. For the sole purpose of
13 facilitating the resolution of this matter, HANA agrees only that this Court has the limited
14 jurisdiction to enter this Consent Judgment as a full settlement and resolution of the allegations
15 contained in the Notice, Complaint and/or all claims which were or could have been raised by
16 any person or entity based in whole or in part, directly or indirectly, on the facts alleged therein
17 or arising therefrom or related thereto. The Parties stipulate and agree that none of the acts or
18 attempts by HANA to settle this matter, or participate in or otherwise obtain this Consent
19 Judgment, will be used to establish the Court's personal jurisdiction over HANA for this lawsuit
20 should settlement fail and/or the Court decline to enter the Consent Judgment. This consent
21 judgment does not constitute HANA's admission that personal jurisdiction exists for any other
22 lawsuits filed against it in California.

23 **1.7 No Admission**

24 This Consent Judgment resolves claims that are denied and disputed. The Parties enter
25 into this Consent Judgment pursuant to a full and final settlement of any and all claims between
26 the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment
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1 shall be construed as an admission by the Parties of any material allegation of the Notice or
2 Complaint (each and every allegation of which Settling Entities denies), any fact, conclusion of
3 law, issue of law or violation of law, including without limitation, any admission concerning any
4 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,
5 or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable
6 warning” as used in Health and Safety Code section 25249.6. Without limitation, the Settling
7 Entities maintain that, if and to the extent they sold or distributed the Covered Products in
8 California, they complied with Proposition 65. Nothing in this Consent Judgment, nor
9 compliance with its terms, shall constitute or be construed as an admission by the Parties of any
10 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by
11 any Settling Entity, its past or present shareholders, members, partners, limited partners, officers,
12 directors, employees, attorneys, direct or indirect parent, subsidiary or affiliated companies,
13 upstream and downstream suppliers, distributors, manufacturers, business affiliates, customers
14 and/or direct and indirect retailers, or be offered or admitted as evidence in any administrative or
15 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.

19
20 **2. DEFINITIONS**

21 2.1 “Covered Products” means Gardening Pruners with Plastic Grips, which includes
22 but is not limited to, “Hana” HS708 200mm, MADE IN KOREA. www.hana2024.co.kr UPC: 8
23 803544 006208,” only sold by and purchased from HANA.

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

26 2.3 “DEHP” means Diethyl hexyl phthalate.

27 2.4 “Notice” means the January 11, 2016 Notice.
28

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

3 3.1 Within thirty days of the Effective Date, Settling Entities shall not distribute, sell
4 or offer for sale the Covered Products in California unless they are reformulated to contain less
5 than 0.1% (1,000 parts per million) DEHP.

6 3.2 For any Covered Products still existing in Settling Entities' inventory as of the
7 Effective Date that have not been reformulated to contain less than 0.1% (1,000 parts per
8 million) DEHP, which Settling Entities intend to be distributed, sold or offered for sale in
9 California, Settling Entities shall place a Proposition 65 compliant warning which complies with
10 the then-existing warning requirements of Proposition 65. Any warning provided pursuant to
11 this section shall be affixed to the packaging of, or directly on, the Covered Products, and be
12 prominently placed with such conspicuousness as compared with other words, statements,
13 designs, or devices as to render it likely to be read and understood by an ordinary individual
14 under customary conditions before purchase or use. A warning shall be deemed in compliance if
15 it states:

16
17 **WARNING:** This product contains a chemical known to the State of California to
18 cause cancer and birth defects or other reproductive harm.

19 The Settling Entities represent that third party distributors and/or retailers, over whom the
20 Settling Entities have no control, previously used warning language on Covered Products already
21 in the stream of commerce which varies from the warning language stated immediately above.

22 **4. SETTLEMENT PAYMENT**

23 4.1 **Payment and Due Date:** In complete resolution of all claims released hereunder,
24 Settling Entities shall collectively pay a total of seventy-five thousand dollars and zero cents
25 (\$75,000) in full and complete settlement of all monetary claims by CAG related to the Notices
26 and Complaint, as follows:
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1 4.1.1 **Civil Penalty:** Settling Entities shall issue two separate checks totaling
2 eight thousand six hundred dollars (\$8,600) as penalties pursuant to Health & Safety Code §
3 25249.12:

4 (a) Settling Entities will issue one check made payable to the State of
5 California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of six
6 thousand four hundred and fifty dollars (\$6,450) representing 75% of the total penalty and Settling
7 Entities will issue a second check to CAG in the amount of two thousand one hundred and fifty
8 dollars dollars (\$2,150) representing 25% of the total penalty;

9 (b) Separate 1099s shall be issued for each of the above payments: Settling
10 Entities will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486)
11 in the amounts of \$6,450. Settling Entities will also issue a 1099 to CAG in the amount of \$2,150
12 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W,
13 Beverly Hills, California 90212.

14 4.1.2 **Additional Settlement Payments:** Settling Entities shall pay six thousand
15 four hundred dollars (\$6,400) as additional settlement payments to "Consumer Advocacy Group,
16 Inc." pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11
17 § 3203(d). CAG will use this payment as follows, seventy percent (70%) for fees of investigation,
18 purchasing and testing for Proposition 65 listed chemicals in various products including candies,
19 and for expert fees for evaluating exposures through various mediums, including but not limited
20 to consumer product, occupational, and environmental exposures to Proposition 65 listed
21 chemicals, and the cost of hiring consulting and retained experts who assist with the extensive
22 scientific analysis necessary for those files in litigation; twenty percent (20%)¹ for administrative
23 costs incurred during the investigation and litigation to reduce the public's exposure to Proposition
24 65 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 products
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27 _____
28 ¹ This is subject to any further and future discussion and comments from the California Attorney General's office.

1 or the source of exposure to completely eliminate or lower the level of Proposition 65 listed
2 chemicals including but not limited to costs of documentation and tracking of products
3 investigated, storage of products, website enhancement and maintenance, computer and software
4 maintenance, investigative equipment, CAG's member's time for work done on investigations,
5 office supplies, mailing supplies and postage; and ten percent (10%) to offset the costs of future
6 litigation enforcing Proposition 65 but excluding attorney fees, thereby addressing the same public
7 harm as allegedly in the instant Action. Within 30 days of a request from the Attorney General,
8 CAG shall provide to the Attorney General copies of documentation demonstrating how the above
9 funds have been spent.

10 4.1.3 **Reimbursement of Attorneys Fees and Costs:** Settling Entities shall pay
11 sixty thousand dollars (\$60,000) payable to "Yeroushalmi & Yeroushalmi" as reimbursement for
12 reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of
13 investigating, bringing this matter to Settling Entities' attention, litigating, and negotiating a
14 settlement in the public interest.

15 4.2 Other than the payment to OEHHA described above, all payments referenced in
16 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi
17 & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212.

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

20 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
21 behalf of itself and in the public interest, as well as on behalf of its past and current owners, parents,
22 subsidiaries, affiliates, sister and related companies, employees, agents, representatives,
23 shareholders, officers, directors, insurers, attorneys, predecessors, successors, and assigns (the
24 "Releasing Parties"), on the one hand, and Settling Entities and their owners, officers, directors,
25 insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners,
26 affiliates, sister and related companies, franchisees, licensees, agents, and their predecessors,
27 successors and assigns (the "Released Settling Parties"), and any other person in the course of
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1 doing business, and the successors and assigns of any of them, who may or have used, maintained,
2 distributed, sold or otherwise provided Covered Products, including but not limited to distributors,
3 wholesalers, customers, direct and indirect retailers, franchisees, corporate affiliates, downstream
4 suppliers, cooperative members, and licensees (the "Downstream Releasees"), on the other hand,
5 for all claims for violations of Proposition 65 or any statutory or common law claim that has been,
6 could have been or may in the future be asserted against the Released Settling Parties and
7 Downstream Releasees regarding exposing persons to DEHP and/or the failure to warn about
8 exposure to DEHP, up through the Effective Date, based on exposure to DEHP from Covered
9 Products as set forth in the Notice. Settling Entities' and Released Settling Parties' compliance
10 with this Consent Judgment shall constitute compliance with Proposition 65 with respect to
11 exposure to DEHP from Covered Products. Nothing in this Section affects CAG's right to
12 commence or prosecute an action under Proposition 65 against any person other than Settling
13 Entities, the Released Settling Parties or Downstream Releasees. (The Settling Entities, Released
14 Settling Parties, and Downstream Releasees are herein referred to as "Released Parties").

15 5.2 The Releasing Parties acting on its own behalf and in the public interest, hereby
16 waive, discharge and release all rights to institute or participate in, directly or indirectly, any form
17 of legal action and releases all claims, including, without limitation, all actions, causes of action,
18 and injunctive, declaratory, direct, derivative, class action, fixed, liquidated and/or contingent
19 relief, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties,
20 losses, and/or expenses (including, but not limited to, investigation fees, expert fees, and attorneys'
21 fees) of any kind or nature whatsoever, whether known or unknown, past, present, future, fixed
22 or contingent (collectively "Claims"), against the Released Parties arising from or otherwise based
23 upon any violation of Proposition 65 or any other state or federal statutory or common law
24 regarding the exposure and/or failure to warn about exposure to DEHP from the Covered Products
25 (including without limitation their employees, users and purchasers of the Covered Products, and
26 all others in proximity to the Covered Products). In furtherance of the foregoing, as to alleged
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1 exposures to DEHP from the Covered Products, the Releasing Parties on behalf of themselves and
2 the general public, hereby waives any and all rights and benefits which they now have, or in the
3 future may have, conferred upon them with respect to Claims arising from any violation of
4 Proposition 65 or any other statutory or common law regarding the failure to warn about exposure
5 to DEHP from the Covered Products by virtue of the provisions of section 1542 of the California
6 Civil Code, which provides as follows:

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
8 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
9 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
10 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
11 SETTLEMENT WITH THE DEBTOR.

12 The Releasing Parties understand and acknowledge that the significance and consequence of this
13 waiver of California Civil Code section 1542 is that even if the Releasing Parties suffer future
14 damages arising out of or resulting from, or related directly or indirectly to, in whole or in part,
15 Claims arising from any violation of Proposition 65 or any other statutory or common law
16 regarding the failure to warn about exposure to DEHP from the Covered Products, including but
17 not limited to any exposure to, or failure to warn with respect to exposure to DEHP from the
18 Covered Products, the Releasing Parties will not be able to make any claim for those damages
19 against the Released Parties. Furthermore, the Releasing Parties acknowledge that they intend
20 these consequences for any such Claims arising from any violation of Proposition 65 or any other
21 statutory or common law regarding the failure to warn about exposure to DEHP from Covered
22 Products as may exist as of the date of this release but which the Releasing Parties do not know
23 exist, and which, if known, would materially affect their decision to enter into this Consent
24 Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight, error,
25 negligence, or any other cause.

26 5.3 The Releasing Parties represent and warrant that they have not heretofore assigned or
27 transferred, or purported to assign or transfer, to any person, partnership, firm, trust, trustee or
28 corporation whatsoever, any claim, debt, liability, demand, judgment, obligation, cost, expense,

1 action or cause of action covered by this Consent Judgment.

2 **6. ENFORCEMENT OF JUDGMENT**

3 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
4 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
5 California, Los Angeles County, giving the notice required by law, enforce the terms and
6 conditions contained herein. A Party may enforce any of the terms and conditions of this Consent
7 Judgment only after that Party first provides 90 days notice to the Party allegedly failing to comply
8 with the terms and conditions of this Consent Judgment and attempts to resolve such Party's failure
9 to comply in an open and good faith manner.

10 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
11 proceeding to enforce the terms of this Consent Judgment, CAG, and as applicable, the Releasing
12 Parties, shall provide a Notice of Violation ("NOV") to each Settling Entity allegedly in violation
13 thereof. The NOV shall include for each of the Covered Products: (a) the name of the product, (b)
14 specific dates when the product was sold in California, (c) the store or other place at which the
15 product was available for sale to consumers, and (d) any and all other facts, evidence or other
16 support for the allegations in the NOV, including without limitation the test data concerning the
17 Covered Product(s).

18 6.2.1 **Non-Contested NOV.** CAG shall take no further action regarding the
19 alleged violation if, within 60 days of receiving such NOV, the applicable Settling Entity
20 serves a Notice of Election ("NOE") that meets one of the following conditions:

21 (a) The Covered Products were shipped by Settling Entities, or each of
22 them, for sale in California before the Effective Date, or

23 (b) Since receiving the NOV, the applicable Settling Entity has taken
24 corrective action by either (i) taking all steps necessary to bring the sale of the product into
25 compliance under the terms of this Consent Judgment, or (ii) requesting that its customers
26 or stores in California, as applicable, remove the Covered Products identified in the NOV
27

1 from sale in California and destroy or return the Covered Products to Settling Entities or
2 vendor, as applicable, or (iii) refute the information provided in paragraph 6.2.

3 6.2.2 **Contested NOV.** Settling Entities, and each of them, may serve a Notice
4 of Election (“NOE”) informing CAG of its election to contest the NOV within 60 days of
5 receiving the NOV.

6 (a) In its election, the Settling Entit(ies) may request that the sample(s)
7 Covered Products tested by CAG be subject to confirmatory testing at an EPA-accredited
8 laboratory.

9 (b) If the confirmatory testing establishes that the Covered Products do
10 not contain DEHP in excess of the levels allowed in Section 3.1, above, CAG shall take no
11 further action regarding the alleged violation. If the testing does not establish compliance
12 with Section 3.1, above, the Settling Entit(ies) may withdraw its NOE to contest the
13 violation and may serve a new NOE pursuant to Section 6.2.1.

14 (c) If Settling Enti(ties) do not withdraw an NOE to contest the NOV,
15 the Parties shall meet and confer for a period of no less than 30 days before CAG may seek
16 an order enforcing the terms of this Consent Judgment.

17 6.3 In any proceeding brought by any Party to enforce this Consent Judgment, the
18 prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs.

19 **7. ENTRY OF CONSENT JUDGMENT**

20 7.1 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 Settling Entities waive their respective rights to a hearing or trial on the allegations of the
23 Complaint.
24

25 7.2 If this Consent Judgment is not approved in full by the Court, (a) this Consent
26 Judgment and any and all prior agreements between the parties merged herein shall terminate and
27 become null and void, and the actions shall revert to the status that existed prior to the execution
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1 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
2 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
3 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,
4 or in any other proceeding; and (c) the Parties agree to meet and confer in good faith to determine
5 whether to modify the terms of the Consent Judgment and to resubmit it for approval.

6 **8. MODIFICATION OF JUDGMENT**

7 8.1 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 8.2 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 **9. RETENTION OF JURISDICTION**

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

15 **10. DUTIES LIMITED TO CALIFORNIA**

16 This Consent Judgment shall have no effect on Covered Products sold outside of the State
17 of California.

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

19 CAG shall serve a copy of this Consent Judgment, signed by all parties, on the California
20 Attorney General so that the Attorney General may review this Consent Judgment prior to its
21 submittal to the Court for approval. No sooner than forty five (45) days after the Attorney General
22 has received the aforementioned copy of this Consent Judgment, the parties may then submit it to
23 the Court for approval.

24 **12. ATTORNEY FEES**

25 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its own
26 attorneys' fees and costs in connection with this action.
27
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1 **13. ENTIRE AGREEMENT**

2 13.1 This Consent Judgment contains the sole and entire agreement and understanding
3 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
4 negotiations, commitments and understandings related hereto. No representations, oral or
5 otherwise, express or implied, other than those contained herein have been made by any party
6 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
7 to exist or to bind any of the Parties.

8 **14. GOVERNING LAW**

9 14.1 The validity, construction and performance of this Consent Judgment shall be
10 governed by the laws of the State of California, without reference to any conflicts of law.

11 14.2 The terms of this Consent Judgment shall be governed by the laws of the State of
12 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
13 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
14 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
15 rendered inapplicable by reason of law generally as to the Covered Products, then any Settling
16 Entities subject to this Consent Judgment may provide written notice to CAG of any asserted
17 change in the law, and shall have no further obligations pursuant to this Consent Judgment with
18 respect to, and to the extent that, the Covered Products are so affected. Nothing in this Consent
19 Judgment shall be interpreted to relieve Settling Entities from any obligation to comply with any
20 other applicable state or federal law or regulation.

21
22 14.3 The Parties, including their counsel, have participated in the preparation of this
23 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
24 Consent Judgment was subject to revision and modification by the Parties and has been accepted
25 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
26 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
27 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
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1 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
2 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
3 this regard, the Parties hereby waive California Civil Code § 1654.

4 **15. EXECUTION AND COUNTERPARTS**

5 15.1 This Consent Judgment may be executed in counterparts and by means of facsimile
6 or portable document format (pdf), which taken together shall be deemed to constitute one
7 document and have the same force and effect as original signatures.

8 **16. NOTICES**

9 16.1 Any notices under this Consent Judgment shall be by personal delivery of First
10 Class Mail.

11
12 If to CAG:

13 Yeroushalmi & Yeroushalmi
14 9100 Wilshire Boulevard, Suite 240W
15 Beverly Hills, CA 90212
(310) 623-1926

16 If to Settling Entities:

17 Michael Newhouse
18 Newhouse Law Group PC
19 1800 Century Park East, 6th Fl.
20 Los Angeles, CA 90067
(310) 684-3162

21 **17. AUTHORITY TO STIPULATE**

22 17.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
23 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
24 the party represented and legally to bind that party.

1 AGREED TO:

2 Date: 02/07, 2017

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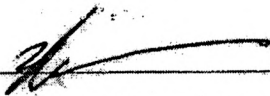
4 Name: Michael Marcus

5 Title: Director

6 CONSUMER ADVOCACY GROUP,
7 INC.

AGREED TO:

Date: February 1, 2017



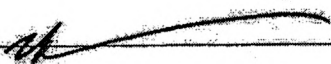
Name: Young J. Kim

Title: Managing member

H.K. PARTNERS L.L.C.

8 AGREED TO:

9 Date: February 1, 2017

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12 Name: Young J. Kim

13 Title: Partner

14 GALLERIA MARKET, LP

AGREED TO:

Date: _____, 2017

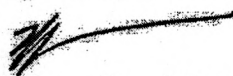
Name: _____

Title: _____

HANA INDUSTRIAL CO., LTD.

15 AGREED TO:

16 Date: February 1, 2017

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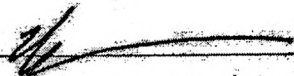
19 Name: Young J. Kim

20 Title: Partner

21 GALLERIA MARKET/NORTHRIDGE,
22 LP

AGREED TO:

Date: February 1, 2017

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19 Name: Young J. Kim

20 Title: Partner

21 HK GALLERIA WHOLESALE LP

23 IT IS SO ORDERED.

24 Date: _____

JUDGE OF THE SUPERIOR COURT

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AGREED TO:

Date: _____, 2017

Name: _____

Title: _____

CONSUMER ADVOCACY GROUP,
INC.

AGREED TO:

Date: February 1, 2017

Name: Young J Kim

Title: Managing member

H.K. PARTNERS L.L.C.

AGREED TO:

Date: February 1, 2017

Name: Young J Kim

Title: Partner

GALLERIA MARKET, LP

AGREED TO:

Date: February 7, 2017

Name: Sanghyun Lee

Title: _____

HANA INDUSTRIAL CO., LTD.

AGREED TO:

Date: February 1, 2017

Name: Young J Kim

Title: Partner

GALLERIA MARKET NORTHBRIDGE,
LP

AGREED TO:

Date: February 1, 2017

Name: Young J Kim

Title: Partner

HK GALLERIA WHOLESALE LP

IT IS SO ORDERED.

Date: APR 04 2017

John P. Doyle
JUDGE OF THE SUPERIOR COURT
JOHN P. DOYLE, JUDGE