

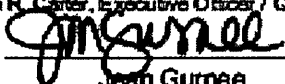
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2 Peter T. Sato (SBN 238486)
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4 **YEROUSHALMI & YEROUSHALMI**
5 An Association of Independent Law Corporations
6 9100 Wilshire Boulevard, Suite 240W
7 Beverly Hills, California 90212
8 Telephone: 310.623.1926
9 Facsimile: 310.623.1930

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

FILED
Superior Court of California
County of Los Angeles

06/24/2019

Shemi R. Carter, Executive Officer / Clerk of Court
By:  Deputy
Jean Gurnee

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF LOS ANGELES**

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

16 Plaintiff,

17 v.

18 TAWA SUPERMARKET, INC. dba 99
19 RANCH MARKET and dba 168 MARKET,
20 a California Corporation; WISMETTAC
21 ASIAN FOODS, INC., a California
22 Corporation; NISHIMOTO TRADING CO.
23 OF AMERICA, LTD., a California
24 Corporation; and DOES 1-20;

25 Defendants.

CASE NO. BC682891

CONSENT JUDGMENT ~~(PROPOSED)~~

Health & Safety Code § 25249.5 *et seq.*

Dept: 96

Judge: Anthony J. Mohr

Complaint: November 8, 2017

26 **1. INTRODUCTION**

27 1.1 This Consent Judgment is entered into by and between plaintiff, Consumer
28 Advocacy Group, Inc. (referred to as "CAG") acting on behalf of itself and in the interest of the
public, and defendant, WISMETTAC ASIAN FOODS, INC. formerly known as NISHIMOTO
TRADING CO., LTD. (referred to as "Defendant") with each a Party to the action and
collectively referred to as "Parties."

1.2 **Defendant and Products**

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1 1.2.1 Defendant is a California corporation which employs ten or more persons.
2 Defendant manufactures, causes to be manufactured, distributes, and sells (a) "Shirakiku
3 Brand"; "Sweet Pickled Ginger"; "Net Wt. 12 oz."; "340g."; "Distributed by Wismettac Asian
4 Foods, Inc."; "Santa Fe Springs, CA 90670"; "Product of USA"; "13060 Amasu Shoga 12 oz."
5 074410130602" (herein "Pickled Ginger") and (b) "Temakiyasan Roasted Seaweed; Family
6 Type Yakinori; produced by Nico-Nico Nori, Inc. since 1921; 20 Sheets (Half Cut); Net Weight
7 0.88 oz. (25g); NICO-NICO NORI; Distributed by: Nishimoto Trading Co., Ltd.; Product of
8 China; UPC #: 0 74410 51720 5" (herein "Seaweed").

9 1.2.2 For purposes of this Consent Judgment, Defendant is deemed a person in
10 the course of doing business in California and are subject to the provisions of the Safe Drinking
11 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
12 ("Proposition 65").

13 **1.3 Chemicals of Concern**

14 1.3.1 Lead and Lead Compounds (hereinafter "Lead") are known to the State of
15 California to cause cancer and/or birth defects or other reproductive harm.

16 **1.4 Notices of Violation.**

17 1.4.1 On or about May 8, 2017, CAG served Defendant and various public
18 enforcement agencies with a document entitled "60-Day Notice of Violation" (hereinafter "AG #
19 2017-01303 Notice") that provided the recipients with notice of alleged violations of Health &
20 Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead
21 contained in "Shirakiku Brand"; "Sweet Pickled Ginger"; "Net Wt. 12 oz."; "340g.";
22 "Distributed by Wismettac Asian Foods, Inc."; "Santa Fe Springs, CA 90670"; "Product of
23 USA"; "13060 Amasu Shoga 12 oz." 074410130602" sold and/or distributed by Defendant. No
24 other public enforcer has commenced or diligently prosecuted the allegations set forth in the AG
25 # 2017-01303 Notice.

26 1.4.2 On or about June 15, 2017, CAG served Defendant and various public
27 enforcement agencies with a document entitled "60-Day Notice of Violation" (hereinafter "AG #
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1 2015-00565 Notice”) that provided the recipients with notice of alleged violations of Health &
2 Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead
3 contained in “Temakiyasan Roasted Seaweed; Family Type Yakinori; produced by Nico-Nico
4 Nori, Inc. since 1921; 20 Sheets (Half Cut); Net Weight 0.88 oz. (25g); NICO-NICO NORI;
5 Distributed by: Nishimoto Trading Co., Ltd.; Product of China; UPC #: 0 74410 51720 5.”sold
6 and/or distributed by Defendant. No other public enforcer has commenced or diligently
7 prosecuted the allegations set forth in the AG # 2015-00565 Notice.

8 **1.5 Complaints**

9 1.5.1 On November 8, 2017, CAG filed a complaint for civil penalties and
10 injunctive relief (“Complaint”) in Los Angeles Superior Court, Case No. BC682891 against
11 Defendant. The Complaint alleges, among other things, that Defendant violated Proposition 65
12 by failing to give clear and reasonable warnings of exposure to Lead from the Pickled Ginger.

13 1.5.2 On October 19, 2017, CAG filed a complaint for civil penalties and
14 injunctive relief (“Complaint II”) in Marin County Superior Court, Case No. CIV1600796
15 against Nishimoto Trading Co., Ltd. and Nishimoto Co., Ltd. The Complaint alleges, among
16 other things, that Defendant violated Proposition 65 by failing to give clear and reasonable
17 warnings of exposure to Lead from the Seaweed. The allegations in Complaint II against
18 Nishimoto Trading Co., Ltd. and Nishimoto Co., Ltd. Upon entry of this Consent Judgment, the
19 Complaint shall be deemed amended *nunc pro tunc* to include the allegations in Complaint II
20 against Nishimoto Trading Co., Ltd. and Nishimoto Co., Ltd.

21 **1.6 Consent to Jurisdiction**

22 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court
23 has jurisdiction over the allegations of violations contained in the Complaint and personal
24 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the
25 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a
26 full settlement and resolution of the allegations contained in the Complaint and of all claims
27 which were or could have been raised by any person or entity based in whole or in part, directly
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1 or indirectly, on the facts alleged therein or arising therefrom or related thereto.

2 **1.7 No Admission**

3 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The
4 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all
5 claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this
6 Consent Judgment shall be construed as an admission by the Parties of any material allegation of
7 the Complaint (each and every allegation of which Defendant denies), any fact, conclusion of
8 law, issue of law or violation of law, including without limitation, any admission concerning any
9 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,
10 or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable
11 warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment,
12 nor compliance with its terms, shall constitute or be construed as an admission by the Parties of
13 any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability
14 by any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated
15 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding
16 or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall
17 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
18 other or future legal proceeding, except as expressly provided in this Consent Judgment.
19

20 **2. DEFINITIONS**

21 2.1 “Covered Products” means Pickled Ginger and Seaweed sold or supplied by
22 Defendant.

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

25 2.3 “Lead” means lead and lead compounds.

26 2.4 “Notices” means AG # 2017-01303 Notice and AG # 2015-00565 Notice sent by
27 Plaintiff.
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1 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
2 **WARNINGS.**

3 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in
4 California, or ship for sale in California any Pickled Ginger unless the level of Lead does not
5 exceed 40 parts per billion ("ppb") and Defendant shall not sell in California, offer for sale in
6 California, or ship for sale in California any Seaweed unless the level of Lead does not 75
7 ppb. For any Pickled Ginger that exceeds 40 ppb Lead or Seaweed that exceeds 75 ppb Lead
8 that are sold in California after the Effective Date, Defendant must provide a Proposition 65
9 compliant warning for the Covered Products as set forth below. Any warning provided pursuant
10 to this section shall be affixed to the packaging of, or directly on, the Covered Products, and be
11 prominently placed with such conspicuousness as compared with other words, statements,
12 designs, or devices as to render it likely to be read and understood by an ordinary individual
13 under customary conditions before purchase or use. The Parties agree that the following warning
14 language shall constitute compliance with Proposition 65 with respect to the alleged Lead in the
15 Covered Products distributed and/or sold by Defendant after the Effective Date:
16

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

22
23 3.2 For any Covered Products still existing in the Defendant's inventory as of the
24 Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the
25 Covered Products does not exceed the 40 ppb Lead in Pickled Ginger and 75 ppb Lead in
26 Seaweed. Any warning provided pursuant to this section shall comply with the warning
27 requirements under Section 3.1 above.
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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 two hundred thousand dollars and zero cents (\$200,000.00) in full and
4 complete settlement of all monetary claims by CAG related to the Notice, as follows:

5 **4.1.1 Civil Penalty:** Defendant shall issue separate checks totaling twenty four
6 thousand dollars (\$24,000.00) as penalties pursuant to Health & Safety Code § 25249.12:

7 (a) Defendant will issue a check made payable to the State of California's
8 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of eighteen
9 thousand dollars (\$18,000.00) representing 75% of the total penalty and Defendant will issue a
10 separate check to CAG in the amount of six thousand dollars (\$6,000.00) representing 25% of
11 the total penalty; and

12 (b) Separate 1099s shall be issued for each of the above payments:
13 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
14 0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Associates, 9100
15 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

16 **4.1.2 Additional Settlement Payments:** Defendant shall make a separate
17 payment, in the amount of seventeen thousand dollars (\$17,000.00) as an additional settlement
18 payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety Code § 25249.7(b)
19 and California Code of Regulations, Title 11 § 3203(d). Defendant will issue a separate check to
20 CAG for the Additional Settlement Payment. CAG will use this payment as follows, eighty five
21 percent (85%) for fees of investigation, purchasing and testing for Proposition 65 listed
22 chemicals in various products, and for expert fees for evaluating exposures through various
23 mediums, including but not limited to consumer product, occupational, and environmental
24 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining
25 experts who assist with the extensive scientific analysis necessary for those files in litigation and
26 to offset the costs of future litigation enforcing Proposition 65 but excluding attorney fees;
27 fifteen percent (15%) for administrative costs incurred during investigation and litigation to
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1 reduce the public's exposure to Proposition 65 listed chemicals by notifying those persons and/or
2 entities believed to be responsible for such exposures and attempting to persuade those persons
3 and/or entities to reformulate their products or the source of exposure to completely eliminate or
4 lower the level of Proposition 65 listed chemicals including but not limited to costs of
5 documentation and tracking of products investigated, storage of products, website enhancement
6 and maintenance, computer and software maintenance, investigative equipment, CAG's
7 member's time for work done on investigations, office supplies, mailing supplies and postage.
8 Within 30 days of a request from the Attorney General, CAG shall provide to the Attorney
9 General copies of documentation demonstrating how the above funds have been spent. CAG
10 shall be solely responsible for ensuring the proper expenditure of such additional settlement
11 payment.

12 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Defendant shall pay one
13 hundred and fifty-nine thousand dollars (\$159,000.00) to "Yeroushalmi & Yeroushalmi" as
14 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs
15 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, and
16 negotiating a settlement in the public interest.

17 **4.2** Other than the payment to OEHHA described above, all payments referenced in
18 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
19 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
20 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,
21 Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently
22 with payment to OEHHA, Defendant shall provide CAG with written confirmation that the
23 payment to OEHHA was delivered.
24

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

26 **5.1** This Consent Judgment is a full, final, and binding resolution between CAG on
27 behalf of itself and in the public interest and Defendant, of any alleged violation of Proposition
28 65 that was or could have been asserted by CAG against Defendant for failure to provide

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1 Proposition 65 warnings of exposure to Lead from the Covered Products as set forth in the
2 Notices, and fully resolves all claims that have been or could have been asserted in this action up
3 to the Effective Date for failure to provide Proposition 65 warnings for the Covered Products
4 regarding Lead. CAG, on behalf of itself and in the public interest, hereby discharges Defendant
5 and its parent companies, subsidiaries, divisions, affiliates, franchisees, licensors, licensees,
6 customers, distributors, wholesalers, retailers and all downstream entities in the distribution
7 chain of the Covered Products, and the predecessors, successors and assigns of any of them, and
8 all of their respective officers, directors, shareholders, members, managers, employees, agents,
9 and the suppliers of the Covered Products only as to Covered Products sold to the Defendant
10 (collectively, "Released Parties"), from all claims up through the Effective Date for violations of
11 Proposition 65 based on exposure to Lead from the Covered Products. Compliance with the
12 terms of this Consent Judgment shall be deemed to constitute compliance by the Released Parties
13 with Proposition 65 regarding alleged exposures to Lead from the Covered Products. Nothing in
14 this Section affects CAG's right to commence or prosecute an action under Proposition 65
15 against any person other than Defendant or Released Parties.

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

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1 law regarding the failure to warn about exposure to Lead from the Covered Products by virtue of
2 the provisions of section 1542 of the California Civil Code, which provides as follows:

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

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

22 6. ENFORCEMENT OF JUDGMENT

23 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
24 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
25 California, Los Angeles County, giving the notice required by law, enforce the terms and
26 conditions contained herein. A Party may enforce any of the terms and conditions of this Consent
27 Judgment only after that Party first provides 30 days notice to the Party allegedly failing to
28 comply with the terms and conditions of this Consent Judgment and attempts to resolve such
Party's failure to comply in an open and good faith manner. Notwithstanding the immediately

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1 preceding sentence CAG may bring a motion or an action to enforce any breach of the settlement
2 payment terms in Section 4 upon five (5) days written notice by CAG to any of the Defendant.

3 **6.2 Notice of Violation.** Prior to bringing any motion, order to show cause, or other
4 proceeding to enforce the terms of this Consent Judgment other than for failure to make
5 payment, CAG shall provide a Notice of Violation ("NOV") to Defendant. The NOV shall
6 include for each of the Covered Products: the date(s) the alleged violation(s) was observed and
7 the location at which the Covered Products were offered for sale and shall be accompanied by all
8 test data obtained by CAG regarding the Covered Products, and any other evidence or support
9 for the allegations in the NOV.

10 **6.2.1 Non-Contested NOV.** CAG shall take no further action regarding the
11 alleged violation if, within 60 days of receiving such NOV, Defendant serve a Notice of
12 Election ("NOE") that meets one of the following conditions:

13 (a) The Covered Products were shipped by Defendant for sale in
14 California before the Effective Date, or

15 (b) Since receiving the NOV Defendant have taken corrective action
16 by either (i) requesting that its customers or stores in California, as applicable, remove
17 the Covered Products identified in the NOV from sale in California and destroy or return
18 the Covered Products to Defendant or vendor, as applicable, or (ii) providing a clear and
19 reasonable warning for the Covered Products identified in the NOV pursuant to Section 3
20 above with written confirmation to CAG.

21 **6.2.2 Contested NOV.** Defendant may serve a NOE informing CAG of its
22 election to contest the NOV within 30 days of receiving the NOV.

23 (a) In its election, Defendant may request that the sample(s) of
24 Covered Products tested by CAG be subject to confirmatory testing at an EPA-accredited
25 laboratory.
26

27 (b) If the confirmatory testing establishes that the Covered Products do
28 not contain Lead in excess of the levels allowed in Section 3.1, above, CAG shall take no

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1 further action regarding the alleged violation. If the testing does not establish compliance
2 with Section 3.1, above, Defendant may withdraw its NOE to contest the violation and
3 may serve a new NOE pursuant to Section 6.2.1.

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

7 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the
8 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

9 **7. ENTRY OF CONSENT JUDGMENT**

10 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
11 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
12 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.

13 7.2 The Parties shall make all reasonable efforts possible to have the Consent
14 Judgment approved by the Court.

15 7.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent
16 Judgment and any and all prior agreements between the Parties merged herein shall terminate
17 and become null and void, and the actions shall revert to the status that existed prior to the
18 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
19 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
20 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
21 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
22 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

23 **8. MODIFICATION OF JUDGMENT**

24 8.1 This Consent Judgment may be modified only upon written agreement of the
25 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
26 any party as provided by law and upon entry of a modified Consent Judgment by the Court.
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1 8.2 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 **9. RETENTION OF JURISDICTION**

4 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
5 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

6 **10. DUTIES LIMITED TO CALIFORNIA**

7 10.1 This Consent Judgment shall have no effect on Covered Products sold by
8 Defendant outside the State of California.

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

10 11.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
11 California Attorney General so that the Attorney General may review this Consent Judgment
12 prior to its approval by the Court . No sooner than forty-five (45) days after the Attorney General
13 has received the aforementioned copy of this Consent Judgment, and in the absence of any
14 written objection by the Attorney General to the terms of this Consent Judgment, may the Court
15 approve this Consent Judgment.

16 **12. ATTORNEY FEES**

17 12.1 Except as specifically provided in Section 4.1.3 and 6.3, each Party shall bear its
18 own costs and attorney fees in connection with this action.

19 **13. GOVERNING LAW**

20 13.1 The validity, construction and performance of this Consent Judgment shall be
21 governed by the laws of the State of California, without reference to any conflicts of law
22 provisions of California law.

23 13.2 The terms of this Consent Judgment shall be governed by the laws of the State of
24 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
25 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
26 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
27 rendered inapplicable by reason of law generally as to the Covered Products, then any Defendant
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1 subject to this Consent Judgment may provide written notice to CAG of any asserted change in
2 the law, and shall have no further obligations pursuant to this Consent Judgment with respect to,
3 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment
4 shall be interpreted to relieve a Defendant from any obligation to comply with any pertinent state
5 or federal law or regulation.

6 13.3 The Parties, including their counsel, have participated in the preparation of this
7 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
8 Consent Judgment was subject to revision and modification by the Parties and has been accepted
9 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
10 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
11 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
12 agrees that any statute or rule of construction providing that ambiguities are to be resolved
13 against the drafting Party should not be employed in the interpretation of this Consent Judgment
14 and, in this regard, the Parties hereby waive California Civil Code § 1654.

15 **14. EXECUTION AND COUNTERPARTS**

16 14.1 This Consent Judgment may be executed in counterparts and by means of
17 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
18 one document and have the same force and effect as original signatures.

19 **15. NOTICES**

20 15.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

21 If to CAG:

22
23 Reuben Yeroushalmi
24 YEROUSHALMI & YEROUSHALMI
25 9100 Wilshire Boulevard, Suite 240W
26 Beverly Hills, CA 90212
27 (310) 623-1926
28 Email: lawfirm@yeroushalmi.com


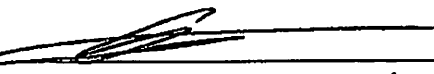
If to Defendant.:

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1 Frederick J. Ufkes
2 HINSHAW & CULBERTSON LLP
3 11601 Wilshire Blvd.
4 Suite 800
5 Los Angeles, CA 90025
6 (310) 909-8000
7 Email: fufkues@hinshawlaw.com

8 **16. AUTHORITY TO STIPULATE**

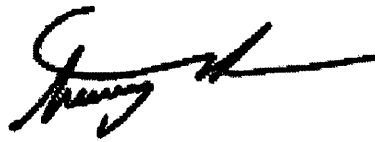
9 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
10 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf
11 of the party represented and legally to bind that party.

11 AGREED TO:	11 AGREED TO:
12 Date: <u>Feb 21</u> , 2019	12 Date: <u>2/21</u> , 2019
13 	13 
14 Name: <u>Michael Marcus</u>	14 Name: <u>Toshi Nishitani</u> TN
15 Title: <u>Director</u>	15 Title: <u>SVP, Admin</u>
16 CONSUMER ADVOCACY GROUP, INC.	16 WISMETTAC ASIAN FOODS, INC. 17 formerly known as NISHIMOTO TRADING 18 CO., LTD.

19
20
21 **IT IS SO ORDERED.**

22 Date: 06/24/2019



21 

22 Anthony Mohr / Judge
23 HON. ANTHONY J. MOHR
24 JUDGE OF THE SUPERIOR COURT