

09/16/2020

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Lopez Deputy

Reuben Yeroushalmi (SBN 193981)
Shannon E. Royster (SBN 314126)
Tiffine E. Malamphy (SBN 312239)
YEROUSHALMI & YEROUSHALMI
An Association of Independent Law Corporations
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, California 90212
Telephone: 310.623.1926
Facsimile: 310.623.1930

Attorneys for Plaintiff,
CONSUMER ADVOCACY GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

Plaintiff,

v.

NEXT GENERATION PRODUCTS, INC. et
al., a Business Entity Form Unknown

Defendants.

CASE NO. BC699060

CONSENT JUDGMENT ~~[PROPOSED]~~

Health & Safety Code § 25249.5 *et seq.*

Dept: 58

Judge: Hon. John P. Doyle

Complaint Filed: March 22, 2018

Trial: Vacated

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 defendants, Shun Fat Supermarket, Inc. (“Shun Fat”) El Monte Superstore, Inc. (“El Monte”), SF Supermarket, Inc. (“SF”), and Tran’s Family, Inc. (“Trans”) (Shun Fat, El Monte, SF and Trans, collectively, the “El Monte Defendants” or “Defendants”), with each a Party to the action and collectively referred to as “Parties.”

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1 **1.2 Defendants and Products**

2 1.2.1 The El Monte Defendants distribute, and sell:

- 3 a) “Dried Seaweed” defined as: 1) “Yefeng ®”; “Seaweed Special Grade Dried
4 Seaweed”; NET WT. 7oz (200 G); “INGREDIENT: SEAWEED”;
5 “PRODUCT OF CHINA” Exported BY Fuzhou Yefeng Import & Export
6 Trading Co., Ltd.; UPC: 7 54351 16002 8;” 2) “B&C”; “DRIED
7 SEAWEEDS”; HIGH PROTEIN VEGETABLE: Seaweed, theso-called
8 “Vegetable For Longevity”, contains high contents of protein, Iodine,
9 Phosphorous, Calcium, Iron and various vitamins. Among all natural foods,
10 seaweed contains the highest amount of protein and without any cholesterol.;
11 Ingredient: Seaweed; Product Name: Dried Seaweeds; Net wt: 50g(1.75oz);
12 Consume Before: 02 12 2017; IMPORTED BY: B&C FOOD CO 11264 ½ E.
13 Rush St.South El Monte, CA 91733; PRODUCT OF CHINA;
14 6920423929761” and 3) “Seaweed”; “Special Grade”; “Exported By Fuzhou
15 Yefeng Import and Trading Co.,Ltd. Add:16f.,Zhong Min BLDG.B,Yangqiao
16 RD., Fuzhou,China”; “Net Wt: 7oz (200.g)”; “INGREDIENT: SEAWEED”;
17 “PRODUCT OF CHINA”; “Please Store In a Cold Dry Place” “6 930248
18 600851”; and
19 b) “Dried Shrimp” defined as: 1) “Dried Tiny Shrimp”; “Con Ruoc”;
20 ‘Ingredients: Tiny Shrimp, Salt”; “Distributed by Next Generation Trading
21 Co.”; “Product of Vietnam”; “8936015502036,” and 2) “t&t Dried Shrimp
22 Tom Kho”; “Special Selection”; “NET WT. 3oz.”; “PACKED FOR: T&T
23 TRADING LOS ANGELES, CA 90201 USA”; UPC 8 1069853126 3”
24 c) “Crab Paste” defined as: “Crab Paste”; “Pantainorasingh Brand”; “Net Wt:
25 8oz./227g”; “Manufactured by: Foodex Co. Ltd.”; Pack for: Pantainorasingh
26 Manufacturer Co., Ltd.; “Product of Thailand”; “81612500968.”

27 1.2.3 For purposes of this Consent Judgment, Defendants are deemed a person
28 in the course of doing business in California and are subject to the provisions of the Safe

Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition 65”).

1.3 Chemicals of Concern

1.3.1 Lead and Lead Compounds are known to the State of California to cause cancer and/or birth defects or other reproductive harm.

1.3.2 Cadmium and Cadmium are known to the State of California to cause cancer and/or birth defects or other reproductive harm.

1.3.3 Inorganic Arsenic Compounds and Inorganic Arsenic Oxides are known to the State of California to cause cancer and/or birth defects or other reproductive harm.

1.4 Notices of Violation.

1.4.1 On or about December 13, 2016, CAG served the El Monte Defendants and various public enforcement agencies with a document entitled “60-Day Notice of Violation” with California Attorney General number 2016-01509 (“AG2016-01509 Notice”) that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium contained in Dried Seaweeds sold and/or distributed by Defendant. No other public enforcer has commenced or diligently prosecuted the allegations set forth in the AG2016-01509 Notice.

1.4.2 On or about May 2, 2016, CAG served SF, Shun Fat, El Monte, and various public enforcement agencies with a document entitled “60-Day Notice of Violation” with California Attorney General number 2016-00421 (“AG2016-00421 Notice”) that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium contained in Dried Seaweed sold and/or distributed by Defendant. No other public enforcer has commenced or diligently prosecuted the allegations set forth in the AG2016-00421 Notice.

1.4.3 On or about September 6, 2017, CAG served El Monte and various public enforcement agencies with a document entitled “60-Day Notice of Violation” with California Attorney General number 2017-02080 (“AG2017-02080 Notice”) that provided the recipients

1 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
2 individuals in California of exposures to Lead and Cadmium contained in Dried Shrimp sold
3 and/or distributed by Defendant. No other public enforcer has commenced or diligently
4 prosecuted the allegations set forth in the AG2017-02080 Notice.

5 1.4.4 On or about September 6, 2017, CAG served El Monte and various public
6 enforcement agencies with a document entitled “60-Day Notice of Violation” with California
7 Attorney General number 2017-02082 (“AG2017-02082 Notice”) that provided the recipients
8 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
9 individuals in California of exposures to Lead contained in Crab Paste sold and/or distributed by
10 Defendants. No other public enforcer has commenced or diligently prosecuted the allegations set
11 forth in the AG2017-02082 Notice.

12 1.4.5 On or about April 20, 2018, CAG served El Monte, SF, and various public
13 enforcement agencies with a document entitled “60-Day Notice of Violation” with California
14 Attorney General number 2018-00608 (“AG2018-00608 Notice”) that provided the recipients
15 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn
16 individuals in California of exposures to Arsenic contained in Dried Shrimp sold and/or
17 distributed by Defendants. No other public enforcer has commenced or diligently prosecuted the
18 allegations set forth in the AG2018-00608 Notice.

19 1.4.6 On or about April 20, 2018, CAG served Tran’s, SF, Shun Fat, and
20 various public enforcement agencies with a document entitled “60-Day Notice of Violation” with
21 California Attorney General number 2018-00612 (“AG2018-00612 Notice”) that provided the
22 recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to
23 warn individuals in California of exposures to Lead and Arsenic contained in Dried Seaweed
24 sold and/or distributed by Defendants. No other public enforcer has commenced or diligently
25 prosecuted the allegations set forth in the AG2018-00612 Notice.

26 1.4.7 On or about October 29, 2018, CAG served El Monte, H.C. Foods Co.,
27 Ltd., and various public enforcement agencies with a document entitled “60-Day Notice of
28

Violation” with California Attorney General number 2018-01982 (“AG2018-01982 Notice”) that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead contained in Crab Paste sold and/or distributed by Defendants. No other public enforcer has commenced or diligently prosecuted the allegations set forth in the AG2018-01982 Notice.

1.5 Complaints

1.5.1 On May 30, 2017, CAG filed a complaint for civil penalties and injunctive relief in Los Angeles Superior Court, Case No. BC663353 against the El Monte Defendants. The Complaint alleges, among other things, that the Defendants violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead, Cadmium and Arsenic from Covered Products.

1.5.2 On March 22, 2018, CAG filed a complaint for civil penalties and injunctive relief in Los Angeles Superior Court, Case No. BC699060 against the El Monte Defendants. The Complaint alleges, among other things, that the Defendants violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead, Cadmium and Arsenic from Covered Products.

1.5.3 On October 26, 2018, CAG filed a complaint for civil penalties and injunctive relief in Los Angeles Superior Court, Case No. 18STCV02562 against the El Monte Defendants. The Complaint alleges, among other things, that the Defendants violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead, Cadmium and Arsenic from Covered Products.

1.5.4 The May 30, 2017 complaint, the March 22, 2018 complaint and the October 26, 2018 complaint shall be collectively referred to as the “Complaints”.

1.6 Consent to Jurisdiction

1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaints and personal jurisdiction over Defendants as to the acts alleged in the Complaints, 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 the Complaints 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.

1.7 No Admission

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

2. DEFINITIONS

2.1 “Covered Products” means Dried Seaweed and Dried Shrimp sold or supplied by El Monte Defendants; and Crab Paste sold or supplied by Defendants.

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

2.3 “Lead” means Lead and Lead Compounds.

2.4 “Cadmium” means Cadmium and Cadmium Compounds.

2.5 “Arsenic” means Inorganic Arsenic Compounds and Inorganic Arsenic Oxides

2.4 “Notices” means the AG2017-00174 Notice and the AG2016-01509, AG2016-00421, AG2017-02080, AG2017-02082, AG2018-00608, AG2018-00612, and AG2018-01982 Notices.

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

3.1 After the Effective Date:

3.1.1 El Monte Defendants shall not sell in California, offer for sale in California, or ship for sale in California any Dried Seaweed unless the level of Lead does not exceed 75 parts per billion (“ppb”), the level of Cadmium does not exceed 85 ppb, and the level of Arsenic does not exceed 15 ppb.


3.1.2 El Monte Defendants shall not sell in California, offer for sale in California, or ship for sale in California any Dried Shrimp unless the level of Lead does not exceed 40 ppb, the level of Cadmium does not exceed 85 ppb, and the level of Arsenic does not exceed 15 ppb, and;

3.1.3 El Monte Defendants shall not sell in California, offer for sale in California, or ship or sale in California any Crab Paste unless the level of Lead does not exceed 20 ppb.


3.2 For any Dried Seaweed and Dried Shrimp that exceed the respective levels for Lead, Arsenic, and/or Cadmium, El Monte Defendants must provide a Proposition 65 compliant warning for the Covered Products as set forth below. For any Crab Paste that exceed the respective level for Lead, El Monte Defendants must provide a Proposition 65 compliant warning for the Covered Products as set forth below

3.2.1 Any warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the Covered Products, and be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it

likely to be read and understood by an ordinary individual under customary conditions before purchase or use. A symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline shall precede the text of the warning. The symbol shall be placed to the left of the text of the warning, in a size no smaller than the height of the word “WARNING”. The Parties agree that the following warning language shall constitute compliance with Proposition 65 with respect to Dried Seaweed and Dried Shrimp distributed and/or sold by El Monte Defendants after the Effective Date:

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

The Parties agree that the following warning language shall constitute compliance with Proposition 65 with respect to Crab Paste distributed and/or sold by El Monte Defendants after the Effective Date:

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

3.3 For any Covered Products still existing in the Defendant's inventory as of the Effective Date, Defendants shall place a Proposition 65 compliant warning on them, unless in Dried Seaweed the level of Lead does not exceed 75 ppb, the level of Cadmium does not exceed 85 ppb, and the level of Arsenic does not exceed 15 ppb, unless in Dried Shrimp the level of Lead does not exceed 40 ppb, the level of Cadmium does not exceed 85 ppb, and the level of Arsenic does not exceed 15 ppb and unless in Crab Paste unless the level of Lead does not exceed 20 ppb. Any warning provided pursuant to this section shall comply with the warning requirements under Section 3.2 above.

1 **4. SETTLEMENT PAYMENT**

2 **4.1 Payment and Due Date:** Within ten (10) days of the Effective Date, Defendants
3 shall pay a total of one hundred and seventy thousand dollars and zero cents (\$170,000.00) in full
4 and complete settlement of all monetary claims by CAG related to the Notices. The total
5 settlement payment of \$170,000.00 shall be delivered as follows:

6 **4.1.1 Civil Penalty:** Defendants shall issue separate checks totaling eleven
7 thousand four hundred and thirty dollars (\$11,430.00) as penalties pursuant to Health & Safety
8 Code § 25249.12:

9 (a) Defendants will issue a check made payable to the State of California's
10 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of eight
11 thousand five hundred seventy-two dollars and fifty cents (\$8,572.50) representing 75% of the
12 total penalty and Defendants will issue a separate check to CAG in the amount of two thousand
13 eight hundred fifty-seven dollars and fifty cents (\$2,857.50) representing 25% of the total
14 penalty; and

15 (b) Separate 1099s shall be issued for each of the above payments:
16 Defendants will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
17 0284486). Defendants will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
18 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

19 **4.1.2 Additional Settlement Payments:** Defendants shall make a separate
20 payment, in the amount of eight thousand five hundred and seventy dollars (\$8,570.00) as an
21 additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety
22 Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendants will
23 issue a separate check to CAG for the Additional Settlement Payment. CAG will use this
24 payment as follows, eighty five percent (85%) for fees of investigation, purchasing and testing
25 for Proposition 65 listed chemicals in various products, and for expert fees for evaluating
26 exposures through various mediums, including but not limited to consumer product,
27 occupational, and environmental exposures to Proposition 65 listed chemicals, and the cost of
28

1 hiring consulting and retaining experts who assist with the extensive scientific analysis necessary
2 for those files in litigation and to offset the costs of future litigation enforcing Proposition 65 but
3 excluding attorney fees; fifteen percent (15%) for administrative costs incurred during
4 investigation and litigation to reduce the public's exposure to Proposition 65 listed chemicals by
5 notifying those persons and/or entities believed to be responsible for such exposures and
6 attempting to persuade those persons and/or entities to reformulate their products or the source of
7 exposure to completely eliminate or lower the level of Proposition 65 listed chemicals including
8 but not limited to costs of documentation and tracking of products investigated, storage of
9 products, website enhancement and maintenance, computer and software maintenance,
10 investigative equipment, CAG's member's time for work done on investigations, office supplies,
11 mailing supplies and postage. Within 30 days of a request from the Attorney General, CAG shall
12 provide to the Attorney General copies of documentation demonstrating how the above funds
13 have been spent. CAG shall be solely responsible for ensuring the proper expenditure of such
14 additional settlement payment.

15 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Defendants shall pay one
16 hundred and fifty thousand dollars (\$150,000.00) to "Yeroushalmi & Yeroushalmi" as
17 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs
18 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, and
19 negotiating a settlement in the public interest.

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,
22 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
23 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,
24 Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently
25 with payment to OEHHA, Defendants shall provide CAG with written confirmation that the
26 payment to OEHHA was delivered.

27
28 **5. MATTERS COVERED BY THIS CONSENT JUDGMENT**

1 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on
2 behalf of itself and in the public interest and El Monte Defendants, of any alleged violation of
3 Proposition 65 that was or could have been asserted by CAG against Defendants for failure to
4 provide Proposition 65 warnings of exposure to Lead, Cadmium and Arsenic from Dried
5 Seaweed and Dried Shrimp and for failure to provide Proposition 65 warnings of exposure to
6 Lead from Crab Paste as set forth in the Notices, and fully resolves all claims that have been or
7 could have been asserted against Defendants in the Complaints up to the Effective Date for
8 failure to provide Proposition 65 warnings for the Dried Seaweed and Dried Shrimp regarding
9 Lead, Cadmium and Arsenic; and for failure to provide Proposition 65 warnings for the Crab
10 Paste regarding Lead. CAG, on behalf of itself and in the public interest, hereby discharges El
11 Monte Defendants and its subsidiaries, divisions, affiliates, franchisees, licensors, licensees,
12 customers, all downstream entities in the distribution chain of the Covered Products, H.C. Foods
13 Co., Ltd., only with respect to Crab Paste sold or supplied to the El Monte Defendants, and the
14 predecessors, successors and assigns of any of them, and all of their respective officers, directors,
15 shareholders, members, managers, employees, agents, of the Covered Products. (collectively, “El
16 Monte Released Parties”), from all claims up through the Effective Date for violations of
17 Proposition 65 based on exposure to Lead, Cadmium and Arsenic from the Dried Seaweed and
18 Dried Shrimp; and for violations of Proposition 65 based on exposure to Lead from the Crab
19 Paste. Compliance with the terms of this Consent Judgment by the El Monte Released Parties
20 shall be deemed to constitute compliance with Proposition 65 regarding alleged exposures to
21 Lead, Cadmium and Arsenic from the Dried Seaweed and Dried Shrimp; and for violations of
22 Proposition 65 based on exposure to Lead from the Crab Paste. Nothing in this Section affects
23 CAG’s right to commence or prosecute an action under Proposition 65 against any person other
24 than El Monte Defendants or El Monte Released Parties.
25

26 5.1.2 CAG on behalf of itself, its past and current agents, representatives,
27 attorneys, successors, and/or assignees, hereby waives all rights to institute or participate in,
28 directly or indirectly, any form of legal action and releases all claims, including, without

1 limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands,
2 obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to,
3 investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or
4 unknown, fixed or contingent (collectively "Claims"), against the El Monte Released Parties
5 arising from any violation of Proposition 65 or any other statutory or common law regarding the
6 failure to warn about exposure to Lead, Cadmium and Arsenic from the Dried Seaweed and
7 Dried Shrimp; and arising from any violation of Proposition 65 or any other statutory or common
8 law regarding the failure to warn about exposure to Lead from the Crab Paste. In furtherance of
9 the foregoing, as to alleged exposures to Lead, Cadmium and Arsenic from the Dried Seaweed
10 and Dried Shrimp; and as to alleged exposure to Lead from the Crab Paste, CAG on behalf of
11 itself only, hereby waives any and all rights and benefits which it now has, or in the future may
12 have, conferred upon it with respect to Claims arising from any violation of Proposition 65 or
13 any other statutory or common law regarding the failure to warn about exposure to Lead,
14 Cadmium and Arsenic from the Dried Seaweed and Dried Shrimp; and regarding the failure to
15 warn about exposure to Lead from the Crab Paste, by virtue of the provisions of section 1542 of
16 the California Civil Code, which provides as follows:

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

24 CAG understands and acknowledges that the significance and consequence of this waiver of
25 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
26 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
27 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
28 about exposure to Lead, Cadmium and Arsenic from the Dried Seaweed and Dried Shrimp; and
regarding the failure to warn about exposure to Lead from the Crab Paste, CAG will not be able
to make any claim for those damages against El Monte Released Parties. Furthermore, CAG

acknowledges that it intends these consequences for any such Claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to Lead, Cadmium and Arsenic from the Dried Seaweed and Dried Shrimp; and as to failure to warn about Lead from the Crab Paste may exist as of the date of this release but which CAG does not know exist, and which, if known, would materially affect their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

6. ENTRY OF CONSENT JUDGMENT

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

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

6.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent Judgment and any and all prior agreements between the Parties merged herein shall terminate 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 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.

7. MODIFICATION OF JUDGMENT

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

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

1 **8. RETENTION OF JURISDICTION**

2 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the
3 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

4 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
5 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

6 **10. DUTIES LIMITED TO CALIFORNIA**

7 9.1 This Consent Judgment shall have no effect on Covered Products sold by
8 Defendants outside the State of California.

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

10 10.1 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 **11. ATTORNEY FEES**

17 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
18 own costs and attorney fees in connection with this action.

19 **12. GOVERNING LAW**

20 12.1 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 12.2 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
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1 Defendants subject to this Consent Judgment may provide written notice to CAG of any asserted
2 change in the law, and shall have no further obligations pursuant to this Consent Judgment with
3 respect to, and to the extent that, the Covered Products are so affected. Nothing in this Consent
4 Judgment shall be interpreted to relieve a Defendants from any obligation to comply with any
5 pertinent state or federal law or regulation.

6 12.3 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 **13. EXECUTION AND COUNTERPARTS**

16 13.1 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 **14. NOTICES**

20 14.1 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
(310) 623-1926
Email: lawfirm@yeroushalmi.com

27 If to El Monte Defendants.:
28

Kirk Downing
LAW OFFICES OF KIRK DOWNING
9454 Wilshire Blvd., Ste. 600
Beverly Hills, CA 90212
Tel: (323) 935-3517
Email: kirk@downinglaw.us

15. AUTHORITY TO STIPULATE

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

AGREED TO: Date: _____, 2020 _____ Name: _____ Title: _____ CONSUMER ADVOCACY GROUP, INC.	AGREED TO: Date: _____, 2020 _____ Name: _____ Title: _____ SHUN FAT SUPERMARKET, INC., EL MONTE SUPERSTORE, INC., SF SUPERMARKET, INC., AND TRAN'S FAMILY, INC.
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IT IS SO ORDERED.

Date: _____

HON. JOHN P. DOYLE
JUDGE OF THE SUPERIOR COURT

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

AGREED TO: Date: <u>06/22/</u> , 2020 <u>Michael Marcus</u> Name: <u>Michael Marcus</u> Title: <u>Director</u> CONSUMER ADVOCACY GROUP, INC.	AGREED TO: Date: <u>6/15</u> , 2020 <u>Huy Trisu</u> Name: <u>Huy Trisu</u> Title: <u>Senior Operation Manager</u> SHUN FAT SUPERMARKET, INC., EL MONTE SUPERSTORE, INC., SF SUPERMARKET, INC., AND TRAN'S FAMILY, INC.
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IT IS SO ORDERED.

Date: EUFI DECE



John P. Doyle

John P. Doyle / Judge

HON. JOHN P. DOYLE
JUDGE OF THE SUPERIOR COURT