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Attorneys for Plaintiff,
Consumer Advocacy Group, Inc.

FILED
Superior Court of California
County of Los Angeles

MAY 22 2023

David W. Stayton, Executive Officer/Clerk of Court
By: S. Luqueno, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

MITSUWA CORPORATION, a California
Corporation;
CENTRAL BOEKI CALIF., LTD., a
California Corporation;
PAX'S DISTRIBUTORS, a Business Entity
Form Unknown; and DOES 1-60.

Defendant.

Case No. 20STCV47785

CONSENT JUDGMENT-~~PROPOSED~~

Health & Safety Code § 25249.5 *et seq.*

Complaint filed: December 15, 2020

CONSENT JUDGMENT [PROPOSED]

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1 **1. INTRODUCTION**

2 1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer
3 Advocacy Group, Inc. (referred to as "CAG") acting on behalf of itself and in the interest of the
4 public, and Defendants Mitsuwa Corporation ("Mitsuwa") and Central Boeki Calif., Ltd.
5 ("Central Boeki") (collectively, "Settling Defendants"), with each a "Party" to the action and
6 collectively referred to as "Parties."

7 **1.2 Defendants and Covered Products**

8 1.2.1 CAG alleges that Mitsuwa is a California corporation that employs (10)
9 ten or more persons. Accordingly, for purposes of this Consent Judgment only, Mitsuwa is
10 deemed a person in the course of doing business in California and subject to the provisions of the
11 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§
12 25249.6 et seq. ("Proposition 65").

13 1.2.2 CAG alleges that Central Boeki is a California corporation that employs
14 (10) ten or more persons. Accordingly, for purposes of this Consent Judgment, only, Central
15 Boeki is deemed a person in the course of doing business in California and subject to the
16 provisions of Proposition 65.

17 1.2.3 CAG alleges that Settling Defendants manufacture, cause to be
18 manufactured, imported, distribute, and/or sell in California the following:

19 1. (1) dried seaweed products, including but not limited to

20 (i) "HEARTFUL FARM"; "DRIED SEAWEED"; "HEARTFUL KAISO SALAD";
21 "PRODUCT OF JAPAN"; "NET WT.: 8GR/0.28oz"; "Distributed by MITSUWA
22 CORPORATION TORRANCE, CA 90501"; "2020.4.14"; "http://www.mitsuifoods.co.jp";
23 "0120-130570"; "4 970858005204";

24 (ii) "Dried Seaweed"; "Fukushima Tennen Rishirikonbu"; "Distributed By: Central
25 Boeki Calif., Ltd."; "Net Wt.: 35gr/1.24oz"; "4 905923 755913";

26 (iii) "Hagoremo"; "Dried Seaweed"; "Net Wt.: 10Gr/0.35 oz"; Distributed by Mitsuwa
27 Corporation"; "4 902560 413824"; "Product of Japan"; and (iv) "Hagomoro"; "DRIED
28 SEAWEED"; "HAGOROMO OMUSUBINORI YAKI"; "PRODUCT OF JAPAN";

1 "DISTRIBUTED BY MITSUWA CORPORATION TORRANCE CA 90501"; "NET WT.: 10
2 GR/0.35 oz"; "4 902560 413824" (collectively, "Dried Seaweed"); and
3 2. (2) dried baked fish products, identified as (i) "Baked Flying Fish"; "Sasaki Ago Aburiyaki";
4 "009-600232"; "Net Wt: 50GR/1.7oz"; "UPC 4 937932 028498"; and (ii) "Seasoned Filefish
5 Cutted"; "S-Trust (Wasabi Kawahagi)"; "Net Wt. 0.63 oz (18 g)"; ITEM#: PC18652";
6 "Distributed by Pax's"; "UPC 4 562486 042913"; "Product of Japan" (collectively, "Dried Baked
7 Fish").

8 **1.3 Chemicals of Concern**

9 1.3.1 Lead and lead compounds ("Lead") as well as cadmium and cadmium
10 compounds ("Cadmium") have been listed by the State of California as chemicals known to cause
11 cancer and/or birth defects or other reproductive harm (collectively the "Listed Chemicals").

12 **1.4 Notices of Violation.**

13 1.4.1 On or about December 23, 2019, CAG served a "60-Day Notice of Intent
14 to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986"
15 ("December 23, 2019 Notice") that provided the recipients with notice of alleged violations of
16 Health & Safety Code § 7825249.6 for failing to warn individuals in California of exposures to
17 the Listed Chemicals Lead and Cadmium allegedly contained in Dried Seaweed products
18 manufactured, imported, distributed, and/or sold in California by Mitsuwa, including but not
19 limited to "HEARTFUL FARM"; "DRIED SEAWEED"; "HEARTFUL KAISO SALAD";
20 "PRODUCT OF JAPAN"; "NET WT.: 8GR/0.28oz"; "Distributed by MITSUWA
21 CORPORATION TORRANCE, CA 90501"; "2020.4.14"; "http://www.mitsuifoods.co.jp";
22 "0120-130570"; "4 970858005204". To the best of the Parties' knowledge, no public enforcer
23 has commenced or diligently prosecuted the allegations set forth in the December 23, 2019
24 Notice.

25 1.4.2 On or about March 18, 2020, CAG served a "60-Day Notice of Intent to
26 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("March 18,
27 2020 Notice") that provided the recipients with notice of alleged violations of Health & Safety
28 Code § 25249.6 for failing to warn individuals in California of exposures to the Listed Chemical

1 Lead allegedly contained in Dried Seaweed products manufactured, imported, distributed, and/or
2 sold in California by Mitsuwa, including but not limited to "Hagomoro"; "DRIED SEAWEED";
3 "HAGOROMO OMUSUBINORI YAKI"; "PRODUCT OF JAPAN"; "DISTRIBUTED BY
4 MITSUWA CORPORATION TORRANCE CA 90501"; "NET WT.: 10 GR/0.35 oz"; "4 902560
5 413824". To the best of the Parties' knowledge, no public enforcer has commenced or diligently
6 prosecuted the allegations set forth in the March 18, 2020 Notice.

7 1.4.3 On or about May 14, 2020, CAG served a "60-Day Notice of Intent to
8 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("May 14,
9 2020 Notice") that provided the recipients with notice of alleged violations of Health & Safety
10 Code § 25249.6 for failing to warn individuals in California of exposures to the Listed Chemical
11 Lead allegedly contained in Dried Seaweed products manufactured, imported, distributed, and or
12 sold in California by Mitsuwa and Central Boeki, including but not limited to "Dried Seaweed";
13 "Fukushima Tenner: Rishirikonbu"; "Distributed By: Central Boeki Calif., Ltd."; "Net Wt.:
14 35gr/1.24oz"; "4 905923 755913". To the best of the Parties' knowledge, no public enforcer has
15 commenced or diligently prosecuted the allegations set forth in the May 14, 2020 Notice.

16 1.4.4 On or about May 18, 2020, CAG served a "60-Day Notice of Intent to
17 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("May 18,
18 2020 Notice") that provided the recipients with notice of alleged violations of Health & Safety
19 Code § 25249.6 for failing to warn individuals in California of exposures to the Listed Chemical
20 Lead allegedly contained in Dried Seaweed products manufactured, imported, distributed, and/or
21 sold in California by Mitsuwa, including but not limited to "Hagomoro"; "Dried Seaweed"; "Net
22 Wt.: 10Gr/0.35 oz"; Distributed by Mitsuwa Corporation"; "4 902560 413824"; "Product of
23 Japan". To the best of the Parties' knowledge, no public enforcer has commenced or diligently
24 prosecuted the allegations set forth in the May 18, 2020 Notice.

25 1.4.5 On or about July 15, 2020, CAG served a "60-Day Notice of Intent to
26 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("July 15,
27 2020 Notice") that provided the recipients with notice of alleged violations of Health & Safety
28 Code § 25249.6 for failing to warn individuals in California of exposures to the Listed Chemical

1 Lead allegedly contained in Dried Baked Fish products manufactured, imported, distributed,
2 and/or sold in California by Mitsuwa and Central Boeki, including but not limited to “Baked
3 Flying Fish”; “Sasaki Ago Aburiyaki”; “009-600232”; “Net Wt: 50GR/1.7oz”; “UPC 4 937932
4 028498”. To the best of the Parties’ knowledge, no public enforcer has commenced or diligently
5 prosecuted the allegations set forth in the July 15, 2020 Notice.

6 1.4.6 On or about July 22, 2020, CAG served a “60-Day Notice of Intent to
7 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“July 22,
8 2020 Notice”) that provided the recipients with notice of alleged violations of Health & Safety
9 Code § 25249.6 for failing to warn individuals in California of exposures to the Listed Chemical
10 Lead allegedly contained in Dried Baked Fish products manufactured, imported, distributed,
11 and/or sold in California by Mitsuwa, including but not limited to “Seasoned Filefish Cutted”;
12 “S-Trust (Wasabi Kawahagi)”; “Net Wt. 0.63 oz (18 g)”; ITEM#: PC18652”; “Distributed by
13 Pax’s”; “UPC 4 562486 042913”; “Product of Japan” . To the best of the Parties’ knowledge, no
14 public enforcer has commenced or diligently prosecuted the allegations set forth in the July 22,
15 2020 Notice.

16 1.4.7 The December 23, 2019, March 18, 2020, May 14, 2020, and May 18,
17 2020 60 Day Notices are collectively referred to as the “Dried Seaweed Notices”. The July 15,
18 2020 ad July 22, 2020 60 Day Notices are collectively referred to as the “Dried Baked Fish
19 Notices”. The Dried Seaweed Notices and the Dried Baked Fish Notices are collectively referred
20 to as the “Notices”.

21 1.5 **Complaint.**

22 1.5.1 On December 15, 2020 CAG filed a Complaint for civil penalties and
23 injunctive relief (the “Complaint”) in Los Angeles County Superior Court, Case No.
24 20STCV47785 against Settling Defendants based on the Notices. The Complaint alleges, among
25 other things, that Settling Defendants violated Proposition 65 by failing to give clear and
26 reasonable warnings of alleged exposure to the Listed Chemicals contained in certain Dried
27 Seaweed and Dried Baked Fish products manufactured, imported, distributed, and/or sold by
28 Settling Defendants in California.

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1 **1.6 Consent to Jurisdiction**

2 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
3 jurisdiction over the allegations of violations contained in the Notices (listed above in Section
4 1.4) and in the Complaint and personal jurisdiction over Settling Defendants as to the acts alleged
5 in the Notices and Complaint, that venue is proper in the County of Los Angeles and that this
6 Court has jurisdiction to enter this Consent Judgment as a full settlement and resolution of the
7 allegations contained in the Notices and Complaint and of all claims which were or could have
8 been raised by any person or entity based in whole or in part, directly or indirectly, on the facts
9 alleged therein or arising therefrom or related thereto.

10 **1.7 No Admission**

11 This Consent Judgment resolves claims that are denied and disputed. The Parties enter
12 into this Consent Judgment pursuant to a full and final settlement of any and all claims between
13 the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment
14 shall be construed as an admission by Settling Defendants of any material allegation in the
15 Complaint, or of any fact, conclusion of law, issue of law, or violation of law of any kind,
16 including without limitation, any admission concerning any alleged or actual violation of
17 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, including
18 but not limited to the meaning of the terms "knowingly and intentionally expose" or "clear and
19 reasonable warning" as used in Health and Safety Code section 25249.6. Settling Defendants
20 expressly maintain that all products they manufacture, import, distribute, and/or sell, including
21 but not limited to Dried Seaweed and Dried Baked Fish products have at all times complied with
22 all laws, including but not limited to Proposition 65, and are completely safe for their intended
23 use. Nothing in this Consent Judgment, nor compliance with its terms, shall constitute or be
24 construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation
25 of law, or of any fault, wrongdoing, or liability by any of the Settling Defendants, their officers,
26 directors, employees, or parent, subsidiary, or affiliated corporations or stores, or be offered or
27 admitted as evidence in any administrative or judicial proceeding or litigation in any court,
28 agency, or forum for purposes of establishing same. Furthermore, nothing in this Consent

1 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties
2 may have in any other or future legal proceeding, except as expressly provided in this Consent
3 Judgment.

4 **2. DEFINITIONS**

5 2.1 "Covered Products" means the following products allegedly manufactured,
6 imported, distributed, and/or sold by Settling Defendants in California:

7 (a) All Dried Seaweed products, including but not limited to:

8 (i) "HEARTFUL FARM"; "DRIED SEAWEED"; "HEARTFUL KAISO SALAD";
9 "PRODUCT OF JAPAN"; "NET WT.: 8GR/0.28oz"; "Distributed by MITSUWA
10 CORPORATION TORRANCE, CA 90501"; "2020.4.14";

11 "<http://www.mitsuifoods.co.jp/>"; "0120-130570"; "4 970858005204";

12 (ii) "Dried Seaweed"; "Fukushima Tennen Rishirikonbu"; "Distributed By: Central
13 Boeki Calif., Ltd."; "Net Wt.: 35gr/1.24oz"; "4 905923 755913";

14 (iii) "Hagoromo"; "Dried Seaweed"; "Net Wt.: 10Gr/0.35 oz"; Distributed by
15 Mitsuwa Corporation"; "4 902560 413824"; "Product of Japan"; and

16 (iv) "Hagomoro"; "DRIED SEAWEED"; "HAGOROMO OMUSUBINORI YAKI";
17 "PRODUCT OF JAPAN"; "DISTRIBUTED BY MITSUWA CORPORATION
18 TORRANCE CA 90501"; "NET WT.: 10 GR/0.35 oz"; "4 902560 413824";

19 and

20 (b) All Dried Baked Fish products, identified as:

21 (i) "Baked Flying Fish"; "Sasaki Ago Aburiyaki"; "009-600232"; "Net Wt:
22 50GR/1.7oz"; "UPC 4 937932 028498"; and

23 (ii) "Seasoned Filefish Cutted"; "S-Trust (Wasabi Kawahagi)"; "Net Wt. 0.63 oz (18
24 g)"; ITEM#: PC18652"; "Distributed by Pax's"; "UPC 4 562486 042913"; "Product
25 of Japan".

26 2.2 "Effective Date" means the date that this Consent Judgment is approved by the
27 Court.

28 2.3 "Lead" means lead and lead compounds.

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2.4 "Cadmium" means cadmium and cadmium compounds.

2.5 "Listed Chemicals" means Lead and Cadmium.

2.6 "Notices" means the December 23, 2019 Notice; the March 18, 2020 Notice; the May 14, 2020 Notice; the May 18, 2020 Notice; the July 15, 2020 Notice; and the July 22, 2020 Notice.

3. INJUNCTIVE RELIEF & CLEAR AND REASONABLE WARNINGS.

3.1 After the Effective Date, Settling Defendants shall not manufacture, import, distribute, and/or sell in California any Dried Seaweed products without a Proposition 65 warning unless the level of Lead in such Dried Seaweed products does not exceed more than 75 parts per billion ("ppb") and the level of Cadmium in such products does not exceed more than 85 ppb. For any Dried Seaweed products that exceed 75 ppb of Lead and/or 85 ppb of Cadmium and which are sold in California after the Effective Date, Settling Defendants must provide a Proposition 65 compliant warning for the Dried Seaweed products, as set forth below in Section 3.3. Any warning provided pursuant to this section shall be provided by retail store signage, or on the labeling of or affixed to the packaging of the Dried Seaweed products, and shall 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. Settling Defendants also agree to provide internet warnings compliant with Proposition 65 regulations for Dried Seaweed products available for sale through Settling Defendants' online websites and distributed or sold to customers in California.

3.2 After the Effective Date, Settling Defendants shall not manufacture, import, distribute, and/or sell in California any Dried Baked Fish products without a Proposition 65 warning unless the level of Lead in such Dried Baked Fish products does not exceed more than 15 ppb. For any Dried Baked Fish products that exceed 15 ppb of Lead and are sold in California after the Effective Date, Settling Defendants must provide a Proposition 65 compliant warning for the Dried Baked Fish products, as set forth below in Section 3.3. Any warning provided pursuant to this section shall be provided by retail store signage, or on the labeling of, affixed to

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1 the packaging of, or directly on, the Dried Baked Fish products, and shall be prominently placed
2 with such conspicuousness as compared with other words, statements, designs, or devices as to
3 render it likely to be read and understood by an ordinary individual under customary conditions
4 before purchase or use. Settling Defendants also agree to provide internet warnings compliant
5 with Proposition 65 regulations for Dried Baked Fish products available for sale through Settling
6 Defendants' online websites and distributed or sold to customers in California.

7 3.3 The Parties agree that product label and/or package warnings stating that:

8 [California Proposition 65] **WARNING:** Consuming this product can expose you to
9 chemicals including lead, which are known to the State of California to cause cancer and birth
10 defects or other reproductive harm. For more information, go to
www.P65Warnings.ca.gov/food.

11 or

12  [California Proposition 65] **WARNING:** Cancer and Reproductive Harm--
13 www.P65Warnings.ca.gov.

14 shall constitute compliance with Proposition 65 with respect to the alleged Listed Chemical(s) in
15 the Covered Products manufactured, imported, distributed and/or sold by the Settling Defendants
16 after the Effective Date. For any Covered Product where the product packaging includes
17 "consumer information" (as defined in the Proposition 65 regulations) in a language other than
18 English, the warning must also be provided on the product packaging in that foreign language in
19 addition to English, but otherwise, the product package warning only needs to be provided in
20 English. Warning language in brackets above is optional.

21 The Parties further agree that retail warning signs placed in reasonably close
22 proximity to Dried Seaweed Products sold in Mitsuwa's California Stores stating that:

23
24 [California Proposition 65] **WARNING:** Consuming [Insert Brands] seaweed products
25 offered for sale on these shelves can expose you to chemicals including lead, which are
26 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.

27 Or if Settling Defendants' suppliers of all seaweed products that Settling Defendants offer for
28 sale in California communicate that those seaweed products should be sold with a Proposition 65

1 warning, and/or if Settling Defendants have testing or have other information that supports the
2 need for a warning on all seaweed products it offers for sale in California, Settling Defendants
3 can at their option use the following retail warning sign:

4
5 [California Proposition 65] **WARNING:** Consuming seaweed products offered for sale on
6 these shelves can expose you to chemicals including lead, which are known to the State of
7 California to cause cancer and birth defects or other reproductive harm. For more information,
8 go to www.P65Warnings.ca.gov/food

9 And that retail warning signs placed in reasonably close proximity to Dried Baked Fish Products
10 sold in Mitsuwa's California Stores stating that:

11 [California Proposition 65] **WARNING:** Consuming [Insert Brands] baked and/or dried fish
12 products offered for sale on these shelves can expose you to chemicals including Lead, which
13 are known to the State of California to cause cancer and birth defects or other reproductive
14 harm. For more information, go to www.P65Warnings.ca.gov/food.

15 Or if Settling Defendants' suppliers of all baked and/or dried fish products that Settling
16 Defendants offer for sale in California communicate that those baked and/or dried fish products
17 should be sold with a Proposition 65 warning, and/or if Settling Defendants have testing or have
18 other information that supports the need for a warning on all dried fish products it offers for sale
19 in California, Settling Defendants can at their option use the following retail warning sign:

20 [California Proposition 65] **WARNING:** Consuming baked and/or dried fish products
21 offered for sale on these shelves can expose you to chemicals including lead, which are
22 known to the State of California to cause cancer and birth defects or other reproductive harm.
23 For more information, go to www.P65Warnings.ca.gov/food

24 shall constitute compliance with Proposition 65 with respect to the alleged Listed Chemical(s) in
25 the seaweed and baked or dried fish products manufactured, imported, distributed and/or sold by
26 Settling Defendants in California after the Effective Date. Language in brackets is optional. The
27 warning provisions above do not affect the scope of the release for Covered Products that are
28 Dried Baked Fish Products in Section 5.

In lieu of the preceding warning content and methods set forth above, Settling Defendants

1 may use any specific safe-harbor warning content and method applicable to the Covered Products
2 set forth in Title 27, California Code of Regulations, section 25600 *et seq.*, as amended August
3 30, 2018 and subsequently thereafter.

4 **4. SETTLEMENT PAYMENT**

5 **4.1 Payment and Due Date:** Within ten (10) days of the Effective Date, Defendants
6 shall collectively pay a total of One hundred and ten thousand dollars (\$110,000) in full and
7 complete settlement of any and all claims against them for civil penalties, damages, attorney's
8 fees, expert fees, investigative expenses, or any other claim for costs, expenses, or monetary relief
9 of any kind that were or could have been asserted against them in the Notices and Complaint as
10 follows:

11 **4.1.1 Civil Penalty:** Settling Defendants shall collectively be responsible for
12 issuing two separate checks totaling Twelve thousand five hundred and eighty dollars (\$12,580)
13 as civil penalties pursuant to Health & Safety Code § 25249.12:

14 (a) Defendants will collectively issue one check made payable to the
15 State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the
16 amount of nine thousand four hundred and thirty-five dollars (\$9,435) representing 75% of the
17 total civil penalty and Defendants will collectively issue a second check to CAG in the amount of
18 three thousand one hundred and forty-five dollars (\$3,145) representing 25% of the total civil
19 penalty;

20 (b) Separate 1099s shall be issued for each of the above payments:
21 Defendants will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
22 0284486) in the amount of \$9,435. Defendants will also issue a 1099 to CAG in the amount of
23 \$3,145 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite
24 240W, Beverly Hills, California 90212.

25 **4.1.2 Additional Settlement Payments:** Settling Defendants shall collectively
26 make a separate payment, in the amount of nine thousand four hundred and twenty dollars
27 (\$9,420) by check payable to CAG as an additional settlement payment to "Consumer Advocacy
28 Group, Inc." pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations,

1 Title 11 § 3203(d). CAG will use this payment as follows: eighty percent (80%) for fees of
2 investigation, purchasing and testing of consumer products for Proposition 65 listed chemicals in
3 various products, and for expert fees for evaluating exposures through various mediums,
4 including but not limited to consumer product, occupational, and environmental exposures to
5 Proposition 65 listed chemicals, and the cost of hiring consulting and retaining experts who assist
6 with the extensive scientific analysis necessary for those files in litigation and to offset the costs
7 of future litigation enforcing Proposition 65 but excluding attorney fees; twenty percent (20%)
8 for administrative costs incurred during investigation and litigation to reduce the public's
9 exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to
10 be responsible for such exposures and attempting to persuade those persons and/or entities to
11 reformulate their products or the source of exposure to completely eliminate or lower the level of
12 Proposition 65 listed chemicals including but not limited to costs of documentation and tracking
13 of products investigated, storage of products, website enhancement and maintenance, computer
14 and software maintenance, investigative equipment, CAG's member's time for work done on
15 investigations, office supplies, mailing supplies, and postage. Within 30 days of a request from
16 the Attorney General, CAG shall provide to the Attorney General copies of documentation
17 demonstrating how the above funds have been spent. CAG shall be solely responsible for
18 ensuring the proper expenditure of such additional settlement payment.

19 **4.1.3 Reimbursement of Attorney's Fees and Costs: Settling Defendants**
20 shall collectively issue one check for a total of eighty-eight thousand dollars (\$88,000) payable to
21 "Yeroushalmi & Yeroushalmi" as complete reimbursement for any and all reasonable
22 investigation fees and costs, attorneys' fees, expert fees, and any and all other costs and expenses
23 incurred as a result of investigating, bringing this matter to Defendants' attention, litigating, and
24 negotiating a settlement in the public interest and seeking and obtaining court approval of this
25 Consent Judgment.

26 **4.2** Other than the payment to OEHHA described above, all payments referenced in
27 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
28 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The

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1 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,
2 Attn: Mike Gyurics. 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently
3 with payment to OEHHA, Defendants shall provide CAG with written confirmation that the
4 payment to OEHHA was delivered.

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

6 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
7 behalf of itself and in the public interest, and Settling Defendants and their officers, directors,
8 insurers, employees, parents, shareholders, divisions, subdivisions, stores, subsidiaries, partners,
9 affiliates, sister companies, commonly owned entities, and their successors and assigns, and each
10 such entity who sold any of the Covered Products in California (collectively "Settling Defendant
11 Releasees"), and also each entity, *except* Pax's Distributors, from whom Settling Defendant
12 Releasees directly or indirectly purchased any of the Covered Products (collectively the
13 "Releasees"), of all claims for actual or alleged violations of Proposition 65 for alleged exposures
14 to one or more of the Listed Chemicals from any of the Covered Products manufactured,
15 distributed, or sold by Settling Defendants through Mitsuwa stores or Mitsuwa's online platform
16 up through the Effective Date as set forth in the Notices and the Complaint. Settling Defendants'
17 and Settling Defendant Releasees' compliance with this Consent Judgment shall constitute
18 compliance with Proposition 65 with respect to alleged exposure to one or more of the Listed
19 Chemicals from the Covered Products manufactured, imported, distributed, or sold by Defendant
20 Releasees after the Effective Date. Nothing in this Section affects CAG's right to commence or
21 prosecute an action under Proposition 65 against any person other than Settling Defendants,
22 Settling Defendant Releasees and/or the Releasees.

23 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
24 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
25 indirectly, any form of legal action and releases all claims, including, without limitation, all
26 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,
27 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert
28 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed, or

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1 contingent (collectively "Claims"), against the Releasees arising from any violation of
2 Proposition 65 or any other statutory or common law claim related to Covered Products
3 manufactured, distributed, or sold by the Releasees through Mitsuwa's California stores or
4 Mitsuwa's online platform through the Effective Date regarding the failure to warn about
5 exposure to one or more of the Listed Chemicals from the Covered Products. In furtherance of
6 the foregoing, CAG on behalf of itself only, hereby waives any and all rights and benefits which
7 it now has, or in the future may have, conferred upon it with respect to Claims related to Covered
8 Products manufactured, imported, distributed, or sold by the Releasees through Mitsuwa's
9 California stores or Mitsuwa's online platform through the Effective Date arising from actual or
10 alleged violations of Proposition 65, or any other statutory or common law regarding the failure
11 to warn about exposure to Listed Chemicals from the Covered Products by virtue of the
12 provisions of Section 1542 of the California Civil Code, which provides as follows:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
14 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
15 EXIST IN HIS OR HER FAVOR AT THE TIME OF
16 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
17 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
18 SETTLEMENT WITH THE DEBTOR.

17 CAG understands and acknowledges that the significance and consequence of this waiver of
18 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
19 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
20 actual or alleged violation of Proposition 65 or any other statutory or common law related to
21 Covered Products manufactured, distributed, or sold by the Releasees through Mitsuwa's
22 California stores or Mitsuwa's online platform through the Effective Date, regarding the failure to
23 warn about exposures to Listed Chemicals from Covered Products, CAG will not be able to make
24 any claim for those damages, penalties, or other relief against the Releasees. Furthermore, CAG
25 acknowledges that it intends these consequences for any such Claims arising from any violation
26 of Proposition 65 or any other statutory or common law regarding the failure to warn about
27 exposure to Listed Chemicals from the Covered Products as may exist as of the date of this
28 release but which CAG does not know exist, and which, if known, would materially affect their

1 decision to enter into this Consent Judgment, regardless of whether their lack of knowledge is the
2 result of ignorance, oversight, error, negligence, or any other cause.

3 **6. ENFORCEMENT OF JUDGMENT**

4 6.1 Any alleged violation concerning Settling Defendants' actual or alleged failure to
5 provide Proposition 65 warnings for Listed Chemicals in Covered Products of the terms of this
6 Consent Judgment shall be enforced exclusively hereunder by the Parties hereto. Before any
7 Party moves to enforce the terms of this Consent Judgment, that Party shall provide written notice
8 to the other Parties of any alleged violation. The parties will thereafter cooperate in good faith
9 for at least 30 days in exchanging relevant information concerning the alleged violation under an
10 appropriate confidentiality agreement to the extent a confidentiality agreement is requested by
11 any of the Parties hereto. If the alleged violation cannot be resolved within 30 days of the
12 written notice of alleged violation, either Party may move to enforce the terms of this Consent
13 Judgment consistent with the terms hereof.

14 **7. ENTRY OF CONSENT JUDGMENT**

15 7.1 CAG shall file a motion seeking Court approval of this Consent Judgment
16 pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment,
17 CAG and Settling Defendants waive their respective rights to a hearing, trial, or appeal on the
18 allegations in the Notices and the Complaint.

19 7.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent
20 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
21 become null and void, and the action shall revert to the status that existed prior to the execution
22 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of
23 the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
24 have any effect, nor shall any such matter be admissible in evidence for any purpose in this
25 Action, or in any other proceeding; and (c) the Parties agree to meet and confer in good faith to
26 determine whether to modify the terms of the Consent Judgment and to resubmit it to the court
27 for approval.

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8. MODIFICATION OF JUDGMENT

8.1 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.

8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to meet and confer with the other Party for at least a period of 30 days prior to filing a motion to modify the Consent Judgment.

9. RETENTION OF JURISDICTION

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

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

10. SERVICE ON THE ATTORNEY GENERAL

10.1 CAG shall serve a copy of this Consent Judgment, signed by both Parties, on the California Attorney General so that the Attorney General may review this Consent Judgment prior to its submitta. to the Court for approval. No sooner than forty-five (45) days after the Attorney General has received the aforementioned copy of this Consent Judgment, CAG may then submit it to the Court for approval.

11. ATTORNEY FEES

11.1 Except as specifically provided in Sections 4.1.3, each Party shall bear its own attorneys' fees and costs in connection with the claims resolved in this this Action.

12. ENTIRE AGREEMENT

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

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13. GOVERNING LAW

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

13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are rendered inapplicable or are no longer required as a result of any such repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered Products, then Settling Defendants subject to this Consent Judgment may provide written notice to CAG of any asserted change in the law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve Settling Defendants from any obligation to comply with any pertinent state or federal law or regulation.

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

14. EXECUTION AND COUNTERPARTS

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

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05/23/2023

15. NOTICES

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

If to CAG:

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

If to Defendant Mitsuwa Corporation:

Nori Miyata or Current President
Mitsuwa Corporation
1815 West 213th Street, Suite 235
Torrance, CA 90501

If to Defendant Central Boeki Calif., Ltd.:

Atsushi Fujimoto or Current President
Central Boeki Calif., Ltd
19801 Rancho Way, Suite A,
Rancho Dominguez, CA 90220

With copy to:

J. Robert Maxwell, Esq.
ROGERS JOSEPH O'DONNELL
A Professional Law Corporation
311 California Street, 10th Fl.
San Francisco, CA 94104

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16. AUTHORITY TO STIPULATE

16.1 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: _____, 2023

Name: _____

Title: _____
CONSUMER ADVOCACY GROUP, INC.

AGREED TO:

Date: May 19, 2023

Name: Takeshi Izuma

Title: President & CEO
MITSUWA CORPORATION.

AGREED TO:

Date: _____, 2023

Name: Atsushi Fujimoto

Title: EVP
CENTRAL BOEKJ CALIF. LTD.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

05/23/2023

16. AUTHORITY TO STIPULATE

16.1 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: _____, 2023

Name: _____

Title: _____
CONSUMER ADVOCACY GROUP, INC.

AGREED TO:

Date: _____, 2023

Name: Takeshi Izuma

Title: President & CEO
MITSUWA CORPORATION.

AGREED TO:

Date: May 19 _____, 2023

Atsushi Fujimoto

Name: Atsushi Fujimoto

Title: EVP
CENTRAL BOEKI CALIF. LTD.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

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16. AUTHORITY TO STIPULATE

16.1 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: May 19, 2023

Michael Marcus

Name: Michael Marcus

Title: Director
CONSUMER ADVOCACY GROUP, INC.

AGREED TO:

Date: _____, 2023

Name: _____

Title: _____
MITSUWA CORPORATION.

AGREED TO:


Date: _____, 2023

Name: _____

Title: _____
CENTRAL BOEKI CALIF. LTD.

IT IS SO ORDERED.

Date: 5-22-23



JUDGE OF THE SUPERIOR COURT
DANIEL S. MURPHY

05/23/2023