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David W. Slayton, Executive Officer / Clerk of Court

By:           N. Marshalian           Deputy

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2 **YEROUSHALMI & YEROUSHALMI**  
3 An Association of Independent Law Corporations  
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8 Attorneys for Plaintiff,  
9 Consumer Advocacy Group, Inc.

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

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

14 Plaintiff,

15 v.

16 TAKAOKAYA U.S.A., INC., a California  
17 Corporation;  
18 CALIFORNIA MARKETPLACE, INC., a  
19 California Corporation;  
20 and DOES 1-40,

21 Defendants.

CASE NO. 20STCV38763

~~PROPOSED~~ **CONSENT JUDGMENT**  
**AS TO DEFENDANT TAKAOKAYA**  
**U.S.A., INC.**

Health & Safety Code § 25249.5 *et seq.*

22 **1.INTRODUCTION**

23 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER  
24 ADVOCACY GROUP, INC. (referred to as “CAG”) acting on behalf of itself and in the interest  
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26  
27  
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1 of the public, and defendant, TAKAOKAYA, U.S.A., INC. (hereinafter referred to as  
2 “Defendant”), with each a Party to the action collectively referred to as “Parties.”

3 **1.2 Defendant and Products**

4 1.2.1 Defendant is a California corporation which employs ten or more persons.  
5 Defendant distributes and sells Seaweed.

6 1.2.2 For purposes of this Consent Judgment, Defendant is deemed a person in  
7 the course of doing business in California and is subject to the provisions of the Safe Drinking  
8 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.  
9 (“Proposition 65”).

10 **1.3 Chemicals of Concern**

11 1.3.1 Lead and Lead Compounds (hereinafter “Lead”) are known to the State of  
12 California to cause cancer and/or birth defects or other reproductive harm.

13 1.3.2 Cadmium and Cadmium Compounds (hereinafter “Cadmium”) are known  
14 to the State of California to cause cancer and/or birth defects or other reproductive harm.

15 1.3.3 Inorganic Arsenic (hereinafter “Arsenic”) is known to the State of  
16 California to cause cancer and/or birth defects or other reproductive harm.

17 **1.4 Notices of Violation**

18 1.4.1 On or about June 18, 2020, CAG served Defendant and various public  
19 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter  
20 “Notice 1”) that provided the Defendant with notice of alleged violations of Health & Safety  
21 Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium  
22 contained in Roasted Seaweed including but not limited to “Roasted Seaweed Yakisushinori”;  
23 “Half Cut”; “Net Weight 3.75 oz (105 g)”; “100 Sheets”; “Distributed by Takaokaya U.S.A.,  
24 Inc.” “7 35407 00006 2”; “Product of Korea” sold and/or distributed by Defendant. No other  
25 public enforcer has commenced or diligently prosecuted the allegations set forth in Notice 1.  
26

27 1.4.2 On or about July 10, 2020, CAG served Defendant and various public  
28 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter

1 “Notice 2”) that provided the Defendant with notice of alleged violations of Health & Safety  
2 Code § 25249.6 for failing to warn individuals in California of exposures to Arsenic and  
3 Cadmium contained in Roasted Seaweed including but not limited to “Hatsuzumi Temakinori”;  
4 “Takaokaya”; “Roasted Seaweed for Hand Roll”; “Net Wt. 0.75 oz. (21g) 20 Sheets”; “UPC 7  
5 35407 00111 3” sold and/or distributed by Defendant. No other public enforcer has commenced  
6 or diligently prosecuted the allegations set forth in Notice 2.

7 1.4.3 On or about July 15, 2020, CAG served Defendant and various public  
8 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter  
9 “Notice 3”) that provided the Defendant with notice of alleged violations of Health & Safety  
10 Code § 25249.6 for failing to warn individuals in California of exposures to Cadmium contained  
11 in Roasted Seaweed including but not limited to “Takaokaya”; “Yaki Sushi Nori”; “Sushihane”;  
12 “Roasted Seaweed”; “30 Full Sheets” “Net Wt. 2.25 oz/63g”; “UPC 7 35407 00108 3” sold  
13 and/or distributed by Defendant. No other public enforcer has commenced or diligently  
14 prosecuted the allegations set forth in Notice 3.

15 1.4.4 On or about July 22, 2020, CAG served Defendant and various public  
16 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter  
17 “Notice 4”) that provided the Defendant with notice of alleged violations of Health & Safety  
18 Code § 25249.6 for failing to warn individuals in California of exposures to Cadmium contained  
19 in Roasted Seaweed including but not limited to “Takaokaya”; “Yakinori Tokusen”; “Roasted  
20 Seaweed”; “Net Wt. 0.75 oz/21g”; “UPC 735407 00107 6” sold and/or distributed by Defendant.  
21 No other public enforcer has commenced or diligently prosecuted the allegations set forth in  
22 Notice 4.

23 1.4.5 Notice 1, Notice 2, Notice 3 and Notice 4 are collectively referred to as the  
24 “Notices.”

25 1.4.6 “Covered Products” means “Roasted Seaweed” as described in the Notices above.

## 26 1.5 **Complaint**

1                   1.5.1 On October 8, 2020 CAG filed a complaint for civil penalties and  
2 injunctive relief in Los Angeles Superior Court, Case No. 20STCV38763 against Defendant. The  
3 initial Complaint alleges, among other things, that Defendant violated Proposition 65 by failing  
4 to give clear and reasonable warnings of exposure to Lead, Cadmium and Arsenic from Covered  
5 Products.

6                   1.6     **Consent to Jurisdiction**

7                   1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court  
8 has jurisdiction over the allegations of violations contained in the Complaint and personal  
9 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the  
10 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a  
11 full settlement and resolution of the allegations contained in cause of action one of the Complaint  
12 and of all claims which were or could have been raised by any person or entity based in whole or  
13 in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

14                   1.7     **No Admission**

15                   1.7.1 This Consent Judgment resolves claims that are denied and disputed. The  
16 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all  
17 claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this  
18 Consent Judgment shall be construed as an admission by the Parties of any material allegation of  
19 the Complaint (each and every allegation of which Defendant denies), any fact, conclusion of  
20 law, issue of law or violation of law, including without limitation, any admission concerning any  
21 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,  
22 or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable  
23 warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment,  
24 nor compliance with its terms, shall constitute or be construed as an admission by the Parties of  
25 any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability  
26 by any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated  
27 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding  
28

1 or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall  
2 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any  
3 other or future legal proceeding, except as expressly provided in this Consent Judgment.

4 **2. DEFINITIONS**

5 2.1 “Covered Products” means products specifically identified in Paragraph 1.2.1 sold  
6 or supplied by Defendant TAKAOKAYA, U.S.A., INC.

7 2.2 “Effective Date” means the date that this Consent Judgment is approved by the  
8 Court.

9 2.3 “Lead” means Lead and Lead Compounds.

10 2.4 “Cadmium” means Cadmium and Cadmium Compounds.

11 2.5 “Arsenic” means Inorganic Arsenic.

12 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**  
13 **WARNINGS.**

14 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in  
15 California, or ship for sale in California any Covered Products unless the level of Lead does not  
16 exceed 75 parts per billion (“ppb”) the level of Cadmium does not exceed 85 ppb, and the level  
17 of Arsenic does not exceed 15ppb, unless Proposition 65 compliant warnings are used as set  
18 forth in the following paragraphs.

19 3.2 For any Covered Products that exceeds their respective levels of Lead, Cadmium,  
20 and Arsenic that are placed into the stream of commerce in California after the Effective Date,  
21 Defendant must provide a Proposition 65 compliant warning for the Covered Products as set  
22 forth below. Any warning provided pursuant to this section shall be affixed to the packaging of,  
23 or directly on, the Covered Products, and be prominently placed with such conspicuousness as  
24 compared with other words, statements, designs, or devices as to render it likely to be read and  
25 understood by an ordinary individual under customary conditions before purchase or use. The  
26 warning must be set off from other surrounding information, enclosed in a box. Where the  
27 packaging of the Covered Product or a sign referring to the Covered Product includes consumer  
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1 information as defined by California Code of Regulations title 27 §25600.1(c) in a language  
2 other than English, the warning must also be provided in that language in addition to English.  
3 Should Defendant sell or distribute any Covered Product through the internet, the warning will  
4 be posted in the manner provided for with respect to internet sales, as provided for in 27 CCR  
5 sections 25601 and 25602, as they may be subsequently amended. The Parties agree that the  
6 following warning language shall constitute compliance with Proposition 65 with respect to the  
7 alleged Lead, Cadmium, and Arsenic in the Covered Products placed into the stream of commerce  
8 by Defendant after the Effective Date:

9  
10 **WARNING:** Consuming this product can expose you to Lead, a  
11 chemical known to the State of California to cause cancer and birth  
12 defects or other reproductive harm. For more information go to  
[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

13 Or

14 **WARNING:** Consuming this product can expose you to Cadmium, a  
15 chemical known to the State of California to cause cancer and birth  
16 defects or other reproductive harm. For more information go to  
[www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

17 Or

18 **WARNING:** Consuming this product can expose you to Inorganic  
19 Arsenic, a chemical known to the State of California to cause cancer  
20 and birth defects or other reproductive harm. For more information go  
to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

21  
22 3.3 For any Covered Products still existing in the Defendant's inventory as of the  
23 Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the  
24 Covered Products does not exceed their respective levels of Lead, Cadmium, and Arsenic. Any  
25 warning provided pursuant to this section shall comply with the warning requirements under  
26 Section 3.2 above.  
27  
28

1           3.4     Changes in the law and regulations applicable to Prop 65 occurring after this date  
2 shall be incorporated into the terms of this Consent Judgment.

3     **4.     SETTLEMENT PAYMENT**

4           4.1     **Payment and Due Date:** Within ten (10) days of the Effective Date, Defendant  
5 shall pay a total of three hundred thousand dollars (\$300,000.00) in full and complete settlement  
6 of all monetary claims by CAG related to the Notices, as follows:

7                   4.1.1   **Civil Penalty:** Defendant shall issue separate checks totaling fifty-nine  
8 thousand four hundred and forty dollars (\$59,440.00) as penalties pursuant to Health & Safety  
9 Code § 25249.12:

10                                 (a) Defendant will issue a check made payable to the State of California’s  
11 Office of Environmental Health Hazard Assessment (“OEHHA”) in the amount of forty-four  
12 thousand five hundred and eighty dollars (\$44,580.00) representing 75% of the total penalty and  
13 Defendant will issue a separate check to CAG in the amount of fourteen thousand eight hundred  
14 and sixty dollars (\$14,860.00) representing 25% of the total penalty; and

15                                 (b) Separate 1099s shall be issued for each of the above payments:  
16 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-  
17 0284486). Defendant 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:** Defendant shall make a separate  
20 payment, in the amount of forty thousand five hundred and sixty dollars (\$40,560.00) 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). Defendant will issue  
23 a separate check to CAG for the Additional Settlement Payment. CAG will use this payment as  
24 follows, eighty percent (80%) for fees of investigation, purchasing and testing for Proposition 65  
25 listed chemicals in various products, and for expert fees for evaluating exposures through various  
26 mediums, including but not limited to consumer product, occupational, and environmental  
27 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining  
28

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

15  
16 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Defendant shall pay two  
17 hundred thousand dollars (\$200,000.00) to "Yeroushalmi & Yeroushalmi" as reimbursement for  
18 reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of  
19 investigating, bringing this matter to Defendant's attention, litigating, and negotiating a  
20 settlement in the public interest.

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

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 Defendant for failure to provide Proposition 65  
3 warning of exposure to Lead, Cadmium, and Arsenic from the Covered Products as set forth in  
4 the Notices, and fully resolves all claims that have been or could have been asserted against  
5 Defendant in this action up through the Effective Date for failure to provide Proposition 65  
6 warnings for the Covered Products regarding Lead, Cadmium, and Arsenic. CAG, on behalf of  
7 itself and in the public interest, hereby discharges Defendant, and their respective officers,  
8 directors, insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, and  
9 their successors and assigns (“Defendant Releasees”) and all customers, distributors, retailers,  
10 and downstream entities in the distribution chain of the Covered Products (including but not  
11 limited to Gaju Market Corporation dba California Marketplace), and the predecessors,  
12 successors and assigns of any of them, and all of their respective officers, directors, shareholders,  
13 members, managers, employees, agents only as to Covered Products sold by the Defendant  
14 (collectively, “Downstream Releasees”), for all Covered Products placed into the stream of  
15 commerce up through the Effective Date for violations of Proposition 65 based on exposure to  
16 Lead, Cadmium, and Arsenic from the Covered Products. Defendant’s compliance with the  
17 terms of this Consent Judgment shall be deemed to constitute compliance with Proposition 65  
18 regarding alleged exposures to Lead, Cadmium, and Arsenic from the Covered Products.  
19 Nothing in this Section affects CAG’s right to commence or prosecute an action under  
20 Proposition 65 against any person other than Defendant Releasees or Downstream Releasees  
21 after the Effective Date. The scope of the released products is limited to Covered Products sold,  
22 supplied and/or distributed for sale by TAKAOKAYA, U.S.A., INC. only.

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

1 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,  
2 fixed or contingent (collectively "Claims"), against the Released Parties arising from any  
3 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
4 about exposure to Lead, Cadmium, and Arsenic from the Covered Products. In furtherance of  
5 the foregoing, as to alleged exposures to Lead, Cadmium, and Arsenic from the Covered  
6 Products, CAG on behalf of itself only, hereby waives any and all rights and benefits which it  
7 now has, or in the future may have, conferred upon it with respect to Claims arising from any  
8 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
9 about exposure to Lead, Cadmium, and Arsenic from the Covered Products by virtue of the  
10 provisions of section 1542 of the California Civil Code, which provides as follows:

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

15 CAG understands and acknowledges that the significance and consequence of this waiver of  
16 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
17 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
18 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
19 about exposure to Lead, Cadmium, and Arsenic from the Covered Products, including but not  
20 limited to any exposure to, or failure to warn with respect to exposure to Lead, Cadmium, and  
21 Arsenic from the Covered Products, CAG will not be able to make any claim for those damages  
22 against Released Parties. Furthermore, CAG acknowledges that it intends these consequences for  
23 any such Claims arising from any violation of Proposition 65 or any other statutory or common  
24 law regarding the failure to warn about exposure to Lead, Cadmium, and Arsenic from Covered  
25 Products as may exist as of the date of this release but which CAG does not know exist, and  
26 which, if known, would materially affect their decision to enter into this Consent Judgment,  
27 regardless of whether their lack of knowledge is the result of ignorance, oversight, error,  
28

1 negligence, or any other cause.

2 **6. ENTRY OF CONSENT JUDGMENT**

3 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
4 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and  
5 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.

6 6.2 The Parties shall make all reasonable efforts possible to have the Consent  
7 Judgment approved by the Court.

8 6.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent  
9 Judgment and any and all prior agreements between the Parties merged herein shall terminate  
10 and become null and void, and the actions shall revert to the status that existed prior to the  
11 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft  
12 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement  
13 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any  
14 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to  
15 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

16 **7. MODIFICATION OF JUDGMENT**

17 7.1 This Consent Judgment may be modified only upon written agreement of the  
18 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
19 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

20 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
21 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

22 **8. RETENTION OF JURISDICTION**

23 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the  
24 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

25 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the  
26 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.  
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1 **10. DUTIES LIMITED TO CALIFORNIA**

2 9.1 This Consent Judgment shall have no effect on Covered Products sold by  
3 Defendant outside the State of California.

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

5 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the  
6 California Attorney General so that the Attorney General may review this Consent Judgment  
7 prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General  
8 has received the aforementioned copy of this Consent Judgment, and in the absence of any  
9 written objection by the Attorney General to the terms of this Consent Judgment, may the Court  
10 approve this Consent Judgment.

11 **11. ATTORNEY FEES**

12 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its  
13 own costs and attorney fees in connection with this action.

14 **12. GOVERNING LAW**

15 12.1 The validity, construction and performance of this Consent Judgment shall be  
16 governed by the laws of the State of California, without reference to any conflicts of law  
17 provisions of California law.

18 12.2 The terms of this Consent Judgment shall be governed by the laws of the State of  
19 California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise  
20 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent  
21 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,  
22 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered  
23 Products, then any Defendant subject to this Consent Judgment may provide written notice to  
24 CAG of any asserted change in the law, and shall have no further obligations pursuant to this  
25 Consent Judgment with respect to, and to the extent that, the Covered Products are so affected.  
26 Nothing in this Consent Judgment shall be interpreted to relieve a Defendant from any obligation  
27 to comply with any pertinent state or federal law or regulation.  
28

1           12.3 The Parties, including their counsel, have participated in the preparation of this  
2 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
3 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
4 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
5 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
6 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
7 agrees that any statute or rule of construction providing that ambiguities are to be resolved  
8 against the drafting Party should not be employed in the interpretation of this Consent Judgment  
9 and, in this regard, the Parties hereby waive California Civil Code § 1654.

10 **13. EXECUTION AND COUNTERPARTS**

11           13.1 This Consent Judgment may be executed in counterparts and by means of  
12 facsimile or portable document format (pdf), which taken together shall be deemed to constitute  
13 one document and have the same force and effect as original signatures.

14 **14. NOTICES**

15           14.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

16  
17 If to CAG:

18 Reuben Yeroushalmi  
19 YEROUSHALMI & YEROUSHALMI  
20 9100 Wilshire Boulevard, Suite 240W  
21 Beverly Hills, CA 90212  
(310) 623-1926  
Email: lawfirm@yeroushalmi.com

22  
23 If to Defendant.:

24 George Salmas  
george.salmas@thefoodlawyers.com  
25 Michael R. Hambly  
michael.hambly@thefoodlawyers.com  
26 THE FOOD LAWYERS  
1880 Century Park East, Suite 611

Los Angeles, CA 90067

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.

<b>AGREED TO:</b> Date: <u>June 5</u> , 2023 <u>Michael Marcus</u> Name: <u>Michael Marcus</u> Title: <u>Director</u> CONSUMER ADVOCACY GROUP, INC.	<b>AGREED TO:</b> Date: <u>6/7</u> , 2023 <u>Hirochika Tsuido</u> Name: <u>Hirochika Tsuido</u> Title: <u>President</u> TAKAOKAYA, U.S.A., INC.
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IT IS SO ORDERED. ~~Ujæ c-Å Á q^Á [ c&É~~

Date: 06/15/2023



**Maurice A. Leiter**  
JUDGE OF THE SUPERIOR COURT

Maurice A. Leiter / Judge