

JUL 30 2025

David W. Slayton, Executive Officer/Clerk of Court

By: K. Mason, Deputy

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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 ASIAN MART, INC., a New York
17 Corporation;
18 SEOUL TRADING, INC., a California
19 Corporation; and DOES 1-20.

20 Defendants.

CASE NO 22STCV03672

CONSENT JUDGMENT ~~PROPOSED~~

Health & Safety Code § 25249.5 *et seq.*

21 **I. INTRODUCTION**

22 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
23 ADVOCACY GROUP, INC. (referred to as "CAG") acting on behalf of itself and in the interest
24 of the public, and Defendants, SEOUL TRADING, INC., and SEOUL SHIK POOM, INC. dba
25 SEOUL TRADING USA CO. (hereinafter collectively referred to as "Defendants"), with each a
26 Party to the action collectively referred to as "Parties."

27 **1.2 Defendants and Products**

1 1.2.1 CAG alleges that Defendant SEOUL TRADING, INC. is a California
2 Corporation which employs ten or more persons. CAG alleges that Defendant SEOUL SHIK
3 POOM, INC. dba SEOUL TRADING USA CO. is a New York Corporation which employs ten
4 or more persons. CAG further alleges that Defendants distribute and sell the following to
consumers in California:

5 (i) **Roasted Laver ("Laver 1")** including but not limited to:

6 "Roasted Laver"; "Net Weight 5g, 0.17 oz"; "HH5003"; "UPC 7 61898 73710 1";
"Product of Korea" and

7 (ii) **Roasted Laver ("Laver 2")** including but not limited to:

8 "Roasted Laver with Olive Oil"; "HC1105"; "UPC 7 61898 64756 1"; "Product of
Korea" and

9 (iii) **Roasted Laver ("Laver 3")** including but not limited to:

10 "Haewoochon"; "Roasted Laver"; "HH4107"; "20 – 0.17 oz Pack"; "Net Wt. 3.52
11 oz (100 g)"; "Imported By Seoul Trading USA, Co."; "Product of Korea"; "UPC 8
802128 786208"; "UPC 8 802128 786192" and

12 (iv) **Dried Laver ("Laver 4")** including but not limited to:

13 "ChoripDong"; "Dried Laver"; "Net Wt. 3.87 oz (110 g)"; "Distributed by Seoul
14 Trading USA Co.; Seoul Trading Inc.; Seoul Trading Corp.; Lemond Food Corp.";
"HD2002"; "UPC 7 61898 60594 3" and

15 (v) **Roasted Green Seaweed ("Seaweed 1")** including but not limited to:

16 "ChoripDong"; "Roasted Green Laver"; "Roasted Green Seaweed"; "12 Packs – 5
17 g / Pack"; "Net Wt. 60 g"; "2022.12.22"; "Product of Korea"; "HC1212";
"HC1210"(erroneously identified as HC1200); "UPC 7 61898 70022 8"; "UPC 7
18 61898 68143 5" and

19 (vi) **Roasted Seaweed ("Seaweed 2")** including but not limited to:

20 "ChoripDong"; "Roasted Green Laver"; "Roasted Green Seaweed"; "12 Packs – 5
21 g / Pack"; "Net Wt. 60 g"; "2022.11.22"; "Product of Korea"; "HC1212";

1 "HC1210" (erroneously identified as HC1200); "UPC 7 61898 70022 8"; "UPC 7
2 61898 68143 5"

3 (vii) **Roasted Seaweed ("Seaweed 3")** including but not limited to:

4 "Manjun"; "Freshly Roasted Seaweed Gob-Chang"; "Net Wt. 80 g (5 g x 16 | 2.82
5 oz)"; "Imported by Seoul Trading USA, Co."; "Product of Korea"; "HM1210";
6 "UPC 8 802241 134115"; "UPC 8 802241 133972" and

7 (viii) **Roasted Seaweed ("Seaweed 4")** including but not limited to:

8 "ChoripDong"; "Roasted Seaweed"; "3 Packs – 5 g / Pack"; "Net Wt. 15 g";
9 "2022.05.31"; "Product of Korea"; "HC1038A"; "UPC 7 61898 68925 7"; "UPC 7
10 61898 68923 3" and

11 (ix) **Dried Seaweed ("Seaweed 5")** including but not limited to:

12 "ChoripDong"; "F.r.o.m Clean Water"; "Dried Seaweed"; "Net Wt. 0.7 oz (20 g)";
13 "Distributed by Seoul Trading USA Co.; Seoul Trading Inc.; Remond Grocery
14 Corp.; Lemond Food Corp."; "2023.02.28"; "Product of Korea"; "HM1008"; "UPC
15 7 61898 68949 3" and

16 (x) **Dried Edible Greens ("Greens")** including but not limited to:

17 "ChoripDong"; "It's from Ulleungdo!"; "Dried Edible Greens"; "Net Wt. 227 g (8
18 oz)"; "2022.09.15"; "Product of Korea"; "DC1002"; "UPC 7 61898 60124 2".

19 Covered Products are limited to Roasted Laver, Seaweed, and Dried Edible Greens ("Greens")
20 distributed for sale by Seoul Trading, Inc. and Seoul Shik Poom, Inc. dba Seoul Trading Co.

21 1.2.2 Roasted Laver 1-4, Seaweed 1-5, and Greens are collectively referred to as
the "Covered Products".

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

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

3 **1.3 Chemicals of Concern**

4 1.3.1 Lead and Lead Compounds (hereinafter "Lead") are known to the State of
California to cause cancer and developmental and reproductive toxicity.

5 1.3.2 Cadmium and Cadmium Compounds (hereinafter "Cadmium") are known
6 to the State of California to cause developmental and reproductive toxicity.

7 **1.4 Notices of Violation**

8 1.4.1 On or about April 23, 2021, CAG served a "60-Day Notice of Intent to Sue
9 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2021-00951)
10 ("Notice 1") that provided Defendants with notice of alleged violations of Health & Safety Code
§ 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium
11 contained in Laver 1 sold and/or distributed by Defendants. No other public enforcer has
commenced or diligently prosecuted the allegations set forth in the Notice.

12 1.4.2 On or about August 2, 2021, CAG served "60-Day Notice of Intent to Sue
13 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2021-01866)
14 ("Notice 2") that provided Defendants with notice of alleged violations of Health & Safety Code
§ 25249.6 for failing to warn individuals in California of exposures to Lead contained in Laver 2
15 sold and/or distributed by Defendants. No other public enforcer has commenced or diligently
16 prosecuted the allegations set forth in the Notice.

17 1.4.3 On or about May 5, 2023, CAG served a "60-Day Notice of Intent to Sue
18 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2023-01255)
19 ("Notice 3") that provided Defendants with notice of alleged violations of Health & Safety Code
§ 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium
20 contained in Laver 1 and Lead contained in Laver 2 sold and/or distributed by Defendants. No
21

1 other public enforcer has commenced or diligently prosecuted the allegations set forth in the
2 Notice.

3 1.4.4 On or about April 4, 2024, CAG served a "60-Day Notice of Intent to Sue
4 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2024-01458)
5 ("Notice 4") that provided Defendants with notice of alleged violations of Health & Safety Code
6 § 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium
7 contained in Laver 1 and Lead contained in Laver 2 sold and/or distributed by Defendants. No
8 other public enforcer has commenced or diligently prosecuted the allegations set forth in the
9 Notice.

10 1.4.5 On or about October 13, 2022, CAG served a "60-Day Notice of Intent to
11 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-
12 02461) ("Notice 5") that provided Defendants with notice of alleged violations of Health & Safety
13 Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium
14 contained in Seaweed 1 sold and/or distributed by Defendants. No other public enforcer has
15 commenced or diligently prosecuted the allegations set forth in the Notice.

16 1.4.6 On or about August 18, 2022, CAG served a "60-Day Notice of Intent to
17 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-
18 01890) ("Notice 6") that provided Defendants with notice of alleged violations of Health & Safety
19 Code § 25249.6 for failing to warn individuals in California of exposures to Cadmium contained
20 in Laver 3 sold and/or distributed by Defendants. No other public enforcer has commenced or
21 diligently prosecuted the allegations set forth in the Notice.

1.4.7 On or about September 20, 2022, CAG served a "60-Day Notice of Intent
to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-
02228) ("Notice 7") that provided Defendants with notice of alleged violations of Health & Safety
Code § 25249.6 for failing to warn individuals in California of exposures to Lead contained in

1 Seaweed 3 sold and/or distributed by Defendants. No other public enforcer has commenced or
2 diligently prosecuted the allegations set forth in the Notice.

3 1.4.8 On or about September 20, 2022, CAG served a “60-Day Notice of Intent
4 to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2022-
5 02226) (“Notice 8”) that provided Defendants with notice of alleged violations of Health & Safety
6 Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium
7 contained in Greens, Lead contained in Seaweed 2, and Cadmium contained in Seaweed 4 sold
and/or distributed by Defendants. No other public enforcer has commenced or diligently
prosecuted the allegations set forth in the Notice.

8 1.4.9 On or about December 22, 2022, CAG served a “60-Day Notice of Intent to
9 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2022-
10 03078) (“Notice 9”) that provided Defendants with notice of alleged violations of Health & Safety
11 Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium
12 contained in Laver 4 and Seaweed 5 sold and/or distributed by Defendants. No other public
enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

13 1.4.9 Notices 1-9 are collectively referred to as the “Notices”.

14 1.5 Complaints

15 1.5.1 On January 28, 2022, CAG filed a complaint for civil penalties and
16 injunctive relief (hereinafter “Complaint 1”) in Los Angeles County Superior Court, Case No.
17 22STCV03672 against several parties. The Complaint alleges, among other things, that
Defendants violated Proposition 65 by failing to give clear and reasonable warnings of exposure
to Lead and Cadmium from Covered Products.

18 1.5.2 On September 14, 2023, CAG filed a complaint for civil penalties and
19 injunctive relief (hereinafter “Complaint 2”) in Alameda County Superior Court, Case No.
20 23CV043992 against several parties. The Complaint alleges, among other things, that Defendants

1 violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead and
2 Cadmium from Covered Products.

3 1.5.3 Complaint 1 and Complaint 2 are collectively referred to as the
4 "Complaints".

5 **1.6 Consent to Jurisdiction**

6 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that each
7 Court has jurisdiction over the allegations of violations contained in the Complaints and personal
8 jurisdiction over Defendants as to the acts alleged in the Complaints, that venue is proper in the
9 County of Los Angeles and that Court has jurisdiction to enter this Consent Judgment as a full
10 settlement and resolution of the allegations contained in the Complaints and of all claims which
11 were or could have been raised by any person or entity based in whole or in part, directly or
12 indirectly, on the facts alleged therein or arising therefrom or related
13 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 claims
17 between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent
18 Judgment shall be construed as an admission by the Parties of any material allegation of the
19 Complaints (each and every allegation of which Defendants denies), any fact, conclusion of law,
20 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,
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 Defendants, their officers, directors, members, 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 products as defined in Paragraph 1.2.1 that are imported, sold, offered for sale, marketed, distributed, and/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 "Listed Chemicals" means:

- Lead and Cadmium in Roasted Laver 1
- Lead in Roasted Laver 2
- Lead and Cadmium in Seaweed 1
- Cadmium in Laver 3
- Lead in Seaweed 3
- Lead and Cadmium in Greens
- Lead in Seaweed 2
- Cadmium in Seaweed 4
- Lead and Cadmium in Laver 4
- Lead and Cadmium in Seaweed 5

2.6 "Notices" means Notices of Violation as defined in Paragraph 1.4.9.

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

3 3.1 After the Effective Date, Defendants shall not sell in California, offer for sale in
4 California, or ship for sale in California any Covered Products unless the level of Lead does not
5 exceed 75 parts per billion ("ppb"), the level of Cadmium does not exceed 85 ppb, unless
6 Proposition 65 compliant warnings are displayed as set forth in the following paragraphs.

7 3.2 For any Covered Products that exceed their respective reformulation levels of
8 Listed Chemicals that are manufactured for distribution and/or sale into California after the
9 Effective Date, Defendants must provide a Proposition 65 compliant warning for cancer and
10 reproductive toxicity for the Covered Products as permitted by Proposition 65 and its
11 implementing regulations. The language of the warnings and method for providing any warnings
12 for the Covered Products shall be compliant with Title 27, California Code of Regulations, §
13 25600, *et seq* and the warnings will comply with Title 27, California Code of Regulations, §
14 25607.2, *et seq*. Any warning provided pursuant to this section shall be affixed to the packaging
15 of, or directly on, the Covered Products, and be prominently placed with such conspicuousness as
16 compared with other words, statements, designs, or devices as to render it likely to be read and
17 understood by an ordinary individual under customary conditions before purchase or use. The
18 warning must be set off from other surrounding information, enclosed in a box. Where the
19 packaging of the Covered Products or a sign referring to the Covered Products includes consumer
20 information as defined by California Code of Regulations title 27 §25600.1(c) in a language other
21 than English, the warning must also be provided in that language in addition to English. Should
22 Defendants sell or distribute any Covered Products through the internet, the warning will be posted
23 in the manner provided for with respect to internet sales, as provided for in 27 CCR sections 25601
24 and 25602, as they may be subsequently amended, for sales to consumers in California.

25 For Covered Products that contain Lead:

1 **WARNING:** Consuming this product can expose you to Lead, a chemical known
2 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 For Covered Products that contain Cadmium:

4 **WARNING:** Consuming this product can expose you to Cadmium, a chemical
5 known to the State of California to cause birth defects or other reproductive harm.
For more information go to www.P65Warnings.ca.gov/food

6 3.3 For any Covered Products still existing in the Defendants' physical custody as of
7 the Effective Date, Defendants shall place a Proposition 65 compliant warning on them, unless the
8 Covered Products do not exceed the reformulation level. Any warning provided pursuant to this
section shall comply with the warning requirements under Section 3.2 above.

9 3.4 Changes in the law and regulations applicable to Proposition 65, including changes
10 resulting from federal and/or state court rulings, occurring after this date may be incorporated into
11 the terms of this Consent Judgment, pursuant to the modification provisions set forth in Section 7.
12 If OEHHA regulations require or permit specific safe harbor warning text and/or methods of
13 transmission different than those set forth above, Defendants shall be entitled to use, at its
14 discretion, such other specific safe harbor warning text and/or methods of transmission without
being deemed in breach of this Consent Judgment.

15 4. **SETTLEMENT PAYMENT**

16 4.1 **Payment and Due Date:** Within fifteen (15) days of the Effective date, Defendants
17 shall pay a total of one hundred and fifty thousand dollars (\$150,000.00) in full and complete
settlement of all monetary claims by CAG related to the Notices, as follows:

18 4.1.1 **Civil Penalty:** Defendants shall issue separate checks fourteen thousand
19 three hundred dollars (\$14,300.00) as penalties pursuant to Health & Safety Code § 25249.12:

20 (a) Defendants will issue a check made payable to the State of California's
21 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of ten thousand,
seven hundred and twenty-five dollars (\$10,725.00) representing 75% of the total penalty and

1 Defendants will issue a separate check to CAG in the amount of three thousand five hundred and
2 seventy-five dollars (\$3,575.00) representing 25% of the total penalty; and

3 (b) Separate 1099s shall be issued for each of the above payments:
4 Defendants will issue a 1099 to OEHHHA, P.O. Box 4010, Sacramento, CA 95812-4010 (EIN: 68-
5 0284486). Defendants will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
6 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

7 4.1.2 **Additional Settlement Payments:** Defendants shall make a separate
8 payment, in the amount of ten thousand seven hundred dollars (\$10,700.00) as an additional
9 settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety Code §
10 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendants will issue a
11 separate check to CAG for the Additional Settlement Payment. CAG will use this payment as
12 follows, eighty percent (80%) for fees of investigation, purchasing and testing for Proposition 65
13 listed chemicals in various products, and for expert fees for evaluating exposures through various
14 mediums, including but not limited to consumer product, occupational, and environmental
15 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining experts
16 who assist with the extensive scientific analysis necessary for those files in litigation and to offset
17 the costs of future litigation enforcing Proposition 65 but excluding attorney fees; twenty percent
18 (20%) for administrative costs incurred during investigation and litigation to reduce the public's
19 exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to
20 be responsible for such exposures and attempting to persuade those persons and/or entities to
21 reformulate their products or the source of exposure to completely eliminate or lower the level of
22 Proposition 65 listed chemicals including but not limited to costs of documentation and tracking
23 of products investigated, storage of products, website enhancement and maintenance, computer
24 and software maintenance, investigative equipment, CAG's member's time for work done on
25 investigations, office supplies, mailing supplies and postage. Within 30 days of a request from the
26 Attorney General, CAG shall provide to the Attorney General copies of documentation

1 demonstrating how the above funds have been spent. CAG shall be solely responsible for ensuring
2 the proper expenditure of such additional settlement payment.

3 **4.1.3 Reimbursement of Attorney's Fees and Costs:** Defendants shall pay one
4 hundred and twenty-five thousand dollars (\$125,000.00) to "Yeroushalmi & Yeroushalmi" as
5 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs
6 incurred as a result of investigating, bringing this matter to Defendants' attention, litigating, and
negotiating a settlement in the public interest.

7 **4.2** Other than the payment to OEHHA described above, all payments referenced in
8 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi
9 & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to
10 OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike
11 Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with
payment to OEHHA, Defendants shall provide CAG with written confirmation that the payment
to OEHHA was delivered.

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

13 **5.1** This Consent Judgment is a full, final, and binding resolution between CAG on behalf
14 of itself and in the public interest and Defendants for alleged failure to provide Proposition 65
15 warning of exposure to Listed Chemicals from the Covered Products as set forth in the Notices,
16 and Complaints, and fully resolves all claims that have been or could have been asserted against
17 Defendants in this action up through the Effective Date for failure to provide Proposition 65
18 warnings for the Covered Products regarding Listed Chemicals. CAG, on behalf of itself and in
19 the public interest, hereby discharges Defendants, and their respective past, present, and future
20 owners, officers, directors, members, managers, directors, insurers, beneficiaries, employees,
21 parents, shareholders, customers, distributors, wholesalers, licensees, divisions, subdivisions,
subsidiaries, affiliates, agents, attorneys, representatives, and their predecessors, successors and
assigns ("Defendants Releasees") and all distributors, customers, retailers, owners and operators

1 of online marketplaces and e-commerce platforms, and downstream entities in the distribution
2 chain of the Covered Products to whom Defendants directly or indirectly provided, distributed,
3 listed, sold, or offered to sell, marketed, and/or has sold Covered Products, and their respective
4 owners, parents, direct and indirect subsidiaries, affiliates, sister and related companies, as well as
5 their past, present, and future owners, employees, agents, representatives, shareholders, members,
6 managers, officers, directors, insurers, beneficiaries, attorneys, predecessors, successors, assigns,
7 distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees,
8 only as to Covered Products sold, distributed, or marketed by the Defendants, , including, but not
9 limited to: Remond Grocery Corp.; Asian Mart, Inc.; Seoul Shik Poom, Inc.; Heechang Trading
10 Co, Ltd.; Weee! Inc.; (collectively, "Downstream Releasees"), for all Covered Products placed
11 into the stream of commerce up through the Effective Date for alleged violations of Proposition
12 65 based on exposure to Listed Chemicals from the Covered Products. Defendants Releasees and
13 Downstream Releasees are sometimes collectively referred to herein as the "Released Parties."
14 Defendants' compliance with the terms of this Consent Judgment shall be deemed to constitute
15 compliance with Proposition 65 regarding alleged exposures to Listed Chemicals from the
16 Covered Products. Nothing in this Section affects CAG's right to commence or prosecute an action
17 under Proposition 65 against any person other than Defendants Releasees or Downstream
18 Releasees after the Effective Date.

15 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
16 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
17 indirectly, any form of legal action and releases all claims, including, without limitation, all
18 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,
19 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert
20 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or
21 contingent (collectively "Claims"), against Defendants Releasees and/or Downstream Releasees
arising from any violation of Proposition 65 or any other statutory or common law regarding the

1 alleged exposure of persons to the Listed Chemicals contained in the Covered Products or any
2 failure to warn about exposure to Listed Chemicals from the Covered Products. In furtherance of
3 the foregoing, as to alleged exposures to Listed Chemicals from the Covered Products, CAG on
4 behalf of itself only, hereby waives any and all rights and benefits which it now has, or in the future
5 may have, conferred upon it with respect to Claims arising from any violation of Proposition 65
6 or any other statutory or common law regarding the failure to warn about exposure and any alleged
7 exposure of persons to Listed Chemicals from the Covered Products by virtue of the provisions of
8 section 1542 of the California Civil Code, which provides as follows:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
10 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
11 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
12 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
13 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
14 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 Listed Chemicals from the Covered Products, including but not limited to any
20 exposure to, or failure to warn with respect to exposure to Listed Chemicals from the Covered
21 Products, CAG will not be able to make any claim for those damages against 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 Listed Chemicals from Covered Products as may exist as of the date of
this release but which CAG does not suspect to exist, and which, if known, would materially affect
its decision to enter into this Consent Judgment, regardless of whether its lack of knowledge is the
result of ignorance, oversight, error, negligence, or any other cause.

1 **6. ENTRY OF CONSENT JUDGMENT**

2 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
3 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
4 Defendants waive their respective rights to a hearing or trial on the allegations of the Complaints.
5 Upon entry of an order approving this Consent Judgment, the Complaints in this action shall be
6 deemed amended to include all the claims raised in the Notices.

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

9 6.3. In exchange for payment, as described in Section 4, CAG shall dismiss all of the
10 Complaints against all Defendants without prejudice within five (5) business days after the
11 payments identified in Section 4 have cleared.

12 6.4 Upon entry of an order approving this Consent Judgment, the Complaint in this
13 action shall be deemed amended to include all the claims raised in the Notices outlined in Section
14 1.4.

15 6.5 If this Consent Judgment is not approved in full by the Court, (a) this Consent
16 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
17 become null and void, and the actions shall revert to the status that existed prior to the execution
18 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
19 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
20 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,
21 or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to
22 modify the terms of the Consent Judgment and to resubmit it for approval.

23 **7. MODIFICATION OF JUDGMENT**

24 7.1 This Consent Judgment may be modified only upon written agreement of the
25 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
26 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

1 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
2 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

3 **8. RETENTION OF JURISDICTION**

4 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms
5 of this Consent Judgment under Code of Civil Procedure § 664.6. The parties also agree that
6 Downstream Releases are intended third-party beneficiaries of this Consent Judgment and may
7 enforce its terms.

8 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
9 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

10 **10. DUTIES LIMITED TO CALIFORNIA**

11 9.1 This Consent Judgment shall have no effect on Covered Products sold by
12 Defendants outside the State of California.

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

14 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
15 California Attorney General so that the Attorney General may review this Consent Judgment prior
16 to its approval by the Court. No sooner than forty-five (45) days after the Attorney General has
17 received the aforementioned copy of this Consent Judgment, and in the absence of any written
18 objection by the Attorney General to the terms of this Consent Judgment, may the Court approve
19 this Consent Judgment.

20 **11. ATTORNEY FEES**

21 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
own costs and attorney fees in connection with this action.

12. GOVERNING LAW

 12.1 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.

1 12.2 The terms of this Consent Judgment shall be governed by the laws of the State of
2 California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise
3 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent
4 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,
5 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered
6 Products, then Parties may modify the Consent Judgment in accordance with modification
7 requirements of Section 7 with respect to, and to the extent that, the Covered Products are so
8 affected. Nothing in this Consent Judgment shall be interpreted to relieve Defendants from any
9 obligation to comply with any pertinent state or federal law or regulation.

10 12.3 The Parties, including their counsel, have participated in the preparation of this
11 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
12 Consent Judgment was subject to revision and modification by the Parties and has been accepted
13 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
14 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
15 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
16 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
17 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
18 this regard, the Parties hereby waive California Civil Code § 1654.

19 **13. EXECUTION AND COUNTERPARTS**

20 13.1 This Consent Judgment may be executed in counterparts and by means of facsimile
21 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.

14. ENTIRE AGREEMENT

This Consent Judgment contains the sole and entire agreement and understanding of the
Parties with respect to the entire subject matter hereof, and all related prior discussions,

1 negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to
2 bind any of the Parties.

3 **15. NOTICES**

4 15.1 Any notice under this Consent Judgment shall be by First-Class Mail or E-mail.

5 If to CAG:


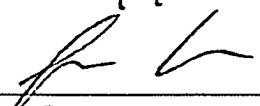
6 Reuben Yeroushalmi
7 YEROUSHALMI & YEROUSHALMI
8 9100 Wilshire Boulevard, Suite 240W
9 Beverly Hills, CA 90212
10 Tel: (310) 623-1926
11 Fax: (310) 623-1930
12 E-mail: lawfirm@yeroushalmi.com

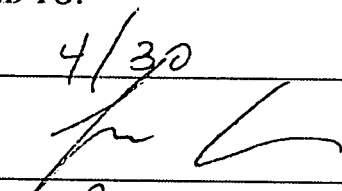
13 If to Defendants:

14 Ryan Landis
15 GORDON REES SCULLY MANSUKHANI, LLP
16 5 Park Plaza, Suite 1100
17 Tel: 949) 623-6016
18 Fax: 949) 474-2060
19 E-mail: rlandis@grsm.com

20 **16. AUTHORITY TO STIPULATE**


21 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:	AGREED TO:
Date: <u>5-7</u> , 2025	Date: <u>4/30</u> , 2025
	
Name: <u>Willard Bayer</u>	Name: <u>PAUL HAMM</u>
Title: <u>President</u>	Title: <u>Vice President</u>
<u>CONSUMER ADVOCACY GROUP INC.</u>	

1	CONSUMER ADVOCACY GROUP, INC.	SEOUL TRADING, INC.
2	AGREED TO: Date: <u>4/30</u> , 2025  Name: <u>PAUL HAHN</u> Title: <u>Vice President</u> SEOUL SHIK POOM, INC. dba SEOUL TRADING USA CO.	
7	Plaintiff shall give notice.	

8 IT IS SO ORDERED.

9
10 Date: JUL 30 2025


ROBERT B. BROADBELT III
 JUDGE OF THE SUPERIOR COURT

19
20
21
CONSENT JUDGMENT [PROPOSED]

08/01/2025