

05/19/2025

Clerk of the Court / Executive Officer / Clerk of the Court

By: *Diana Fisher* Deputy
D. Fisher

1 Reuben Yeroushalmi (SBN 193981)
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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 ALAMEDA**

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

14 Plaintiff,

15 v.

16 WALMART, INC., a Delaware Corporation;
17 WAL-MART.COM USA, LLC, a Delaware
18 Corporation;
19 KANEYAMA TRADING LLC, a New
20 Jersey Limited Liability Company;
21 JANS ENTERPRISES CORPORATION, a
California Corporation;
B.C.S. INTERNATIONAL
CORPORATION, a New York Corporation;
and DOES 1-70,

Defendant.

CASE NO. 23CV034270

CONSENT JUDGMENT PROPOSED

Health & Safety Code § 25249.5 *et seq.*

1. INTRODUCTION

1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER ADVOCACY GROUP, INC. (referred to as "CAG") acting on behalf of itself and in the interest of the public, and Defendant, B.C.S. INTERNATIONAL CORPORATION, (hereinafter referred to collectively as "Defendant"), with each a Party to the action collectively referred to as "Parties."

1.2 Defendant and Products

1 1.2.1 CAG alleges that Defendant B.C.S. INTERNATIONAL CORPORATION
2 is a New York corporation which employs ten or more persons. CAG further alleges that
3 Defendant distribute and sell to consumers in California Seaweed Snacks, including but not
4 limited to:

5 “Sea Crunchy™”; “Seaweed Snacks with Teriyaki Flavor”; “Product of Korea”;
6 “Net Wt. 0.35 oz (10 g)”; “Manufactured for IFONS Corp.”; “UPC 8 05554 10165 0”, (“Seaweed
7 Snacks I”);

8 “SEA CRUNCHY”; "SEAWEED SNACKS"; "100% Natural",, with Wasabi
9 Flavor"; "Vegan" "Low in Calories"; "Lightly Salted With Sea Salt" "THE HEALTHY
10 ALTERNATIVE";"080555410163", (“Seaweed Snacks II”).

11 1.2.2 Seaweed Snacks I and Seaweed Snacks II are collectively referred to as the
12 “Covered Products”.

13 1.2.3 For purposes of this Consent Judgment only, Defendant are deemed persons
14 in the course of doing business in California and are subject to the provisions of the Safe Drinking
15 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
16 (“Proposition 65”).

17 1.3 **Chemicals of Concern**

18 1.3.3 Lead and Lead Compounds (hereinafter Lead) are known to the State of
19 California to cause cancer and developmental and reproductive toxicity.

20 1.3.4 Cadmium and Cadmium Compounds (hereinafter Cadmium) are known to
21 the State of California to cause developmental and reproductive toxicity.

1.4 **Notices of Violation**

 1.4.1 On or about September 9, 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-
02118) (“September Notice”) that provided Defendant with notice of alleged violations of Health
& Safety Code § 25249.6 for failing to warn individuals in California of exposures to Cadmium

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

3 1.4.2 On or about August 27, 2024, CAG served “60-Day Notice of Intent to Sue
4 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2024-03625)
5 (“August Notice”) that provided Defendant 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 Seaweed Snacks II sold and/or distributed by Defendant. No other public enforcer
8 has commenced or diligently prosecuted the allegations set forth in the Notice.

9 1.4.3 The September and August Notice are collectively referred to as the
10 “Notices”.

11 1.5 **Complaints**

12 1.5.1 On May 24, 2023, CAG filed a complaint for civil penalties and injunctive
13 relief (“Complaint”) in Alameda Superior Court, Case No. 23CV034270 against Defendant,
14 Walmart, Inc., Wal-Mart.com USA, LLC, Kanayama Trading LLC, and Jans Enterprises
15 Corporation. The Complaint alleges, among other things, that Defendant, Walmart, Inc., Wal-
16 Mart.com USA, LLC, Kanayama Trading LLC, and Jans Enterprises Corporation, violated
17 Proposition 65 by failing to give clear and reasonable warnings of exposure to Listed Chemicals
18 from Covered Products.

19 1.6 **Consent to Jurisdiction**

20 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court
21 has jurisdiction over the allegations of violations contained in the Complaints and personal
jurisdiction over Defendant as to the acts alleged in the Complaints, that venue is proper in the
County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a full
settlement and resolution of the allegations contained in the Complaints and of all claims which
were or could have been raised by any person or entity based in whole or in part, directly or
indirectly, on the facts alleged therein or arising therefrom or related thereto.

1 **1.7 No Admission**

2 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The
3 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all claims
4 between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent
5 Judgment shall be construed as an admission by the Parties of any material allegation of the
6 Complaints (each and every allegation of which Defendant deny), any fact, conclusion of law,
7 issue of law or violation of law, including without limitation, any admission concerning any
8 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,
9 or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable
10 warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment,
11 nor compliance with its terms, shall constitute or be construed as an admission by the Parties of
12 any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability
13 by any Defendant, their officers, directors, members, employees, or parent, subsidiary or affiliated
14 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or
15 litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall
16 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
17 other or future legal proceeding, except as expressly provided in this Consent Judgment.

14 **2. DEFINITIONS**

15 2.1 “Covered Products” means products as defined in Paragraph 1.2 that are sold,
16 offered for sale, marketed, distributed, and/or supplied by Defendant.

17 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
18 Court.

18 2.3 “Lead” means Lead and Lead Compounds.

19 2.4 “Cadmium” means Cadmium and Cadmium Compounds.

20 2.5 “Listed Chemicals” means:

- 21 • Cadmium in Seaweed Snacks I.

- 1 • Lead and Cadmium in Seaweed Snacks II.

2 2.6 “Notices” means Notices of Violation as defined in Paragraph 1.4.3.

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

5 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in
6 California, or ship for sale in California any of the Covered Products unless the level of the
7 Lead does not exceed 75 parts per billion (“ppb”) and the level of Cadmium does not exceed 85
8 ppb, unless Proposition 65 compliant warnings are used as set forth in the following paragraphs.

9 3.2 For any Covered Products that exceeds their respective reformulation levels of
10 Listed Chemicals that are manufactured for distribution and/or sale into California after the
11 Effective Date, Defendant must provide a Proposition 65 compliant warning for the Covered
12 Products as permitted by Proposition 65 and its implementing regulations or as set forth below.
13 This obligation shall not apply for any Covered Products for which labels were ordered or placed
14 prior to the Effective Date. For determination of the reformulation level, the detections shall not
15 be averaged. Any warning provided pursuant to this section shall be affixed to the packaging of,
16 or directly on, the Covered Products, and be prominently placed with such conspicuousness as
17 compared with other words, statements, designs, or devices as to render it likely to be read and
18 understood by an ordinary individual under customary conditions before purchase or use. The
19 warning must be set off from other surrounding information, enclosed in a box. Where the
20 packaging of the Covered Product or a sign referring to the Covered Product includes consumer
21 information as defined by California Code of Regulations title 27 §25600.1(c) in a language other
 than English, the warning must also be provided in that language in addition to English. Should
 Defendant sell or distribute any Covered Product through the internet, the warning will be posted
 in the manner provided for with respect to internet sales, as provided for in 27 CCR sections 25601
 and 25602, as they may be subsequently amended, for sales to consumers in California. The Parties
 agree that the following warning language shall constitute compliance with Proposition 65 with
 respect to the alleged Lead and Cadmium in the Covered Products placed into the steam of
 commerce by Defendant after the Effective Date:

1 For Covered Products that contain Lead:

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

4 For Covered Products that contain Cadmium:

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

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

10 3.4 Changes in the law and regulations applicable to Proposition 65, including changes
11 resulting from federal and/or state court rulings, occurring after this date may be incorporated into
12 the terms of this Consent Judgment, pursuant to the modification provisions set forth in Section 7.

12 4. SETTLEMENT PAYMENT

13 4.1 **Payment and Due Date:** Within ten (10) days of the Effective Date, Defendant
14 shall pay a total of one hundred and seventy thousand dollars (\$170,000.00) in full and complete
15 settlement of all monetary claims by CAG related to the Notices, as follows:

16 4.1.1 **Civil Penalty:** Defendant shall issue separate checks totaling twenty-two
17 thousand and eight hundred seventy-two dollars (\$22,872.00) as penalties pursuant to Health &
18 Safety Code § 25249.12:

18 (a) Defendant will issue a check made payable to the State of California's
19 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of seventeen
20 thousand and one hundred fifty-four dollars (\$17,154.00) representing 75% of the total penalty
21 and Defendant will issue a separate check to CAG in the amount of five thousand and seven
hundred eighteen dollars (\$5,718.00) representing 25% of the total penalty; and

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

5 4.1.2 **Additional Settlement Payments:** Defendant shall make a separate
6 payment, in the amount of seventeen thousand one hundred and twenty-eight dollars (\$17,128.00)
7 as an additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health &
8 Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendant will
9 issue a separate check to CAG for the Additional Settlement Payment. CAG will use this payment
10 as follows, eighty percent (80%) for fees of investigation, purchasing and testing for Proposition
11 65 listed chemicals in various products, and for expert fees for evaluating exposures through
12 various mediums, including but not limited to consumer product, occupational, and environmental
13 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining experts
14 who assist with the extensive scientific analysis necessary for those files in litigation and to offset
15 the costs of future litigation enforcing Proposition 65 but excluding attorney fees; twenty percent
16 (20%) for administrative costs incurred during investigation and litigation to reduce the public's
17 exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to
18 be responsible for such exposures and attempting to persuade those persons and/or entities to
19 reformulate their products or the source of exposure to completely eliminate or lower the level of
20 Proposition 65 listed chemicals including but not limited to costs of documentation and tracking
21 of products investigated, storage of products, website enhancement and maintenance, computer
and software maintenance, investigative equipment, CAG's member's time for work done on
investigations, office supplies, mailing supplies and postage. Within 30 days of a request from the
Attorney General, CAG shall provide to the Attorney General copies of documentation
demonstrating how the above funds have been spent. CAG shall be solely responsible for ensuring
the proper expenditure of such additional settlement payment.

1 4.1.3 **Reimbursement of Attorney's Fees and Costs:** Defendant shall pay one
2 hundred and thirty thousand dollars (\$130,000.00) to "Yeroushalmi & Yeroushalmi" as
3 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs
4 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, and
5 negotiating a settlement in the public interest.

6 4.2 Other than the payment to OEHHA described above, all payments referenced in
7 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi
8 & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to
9 OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike
10 Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with
11 payment to OEHHA, Defendant shall provide CAG with written confirmation that the payment to
12 OEHHA was delivered.

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

14 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on behalf
15 of itself and in the public interest and Defendant for alleged failure to provide Proposition 65
16 warning of exposure to Listed Chemicals from the Covered Products as set forth in the Notices,
17 and Complaints, and fully resolves all claims that have been or could have been asserted against
18 Defendant in this action up through the Effective Date for failure to provide Proposition 65
19 warnings for the Covered Products regarding Listed Chemicals. CAG, on behalf of itself and in
20 the public interest, hereby discharges Defendant, and their respective officers, directors, insurers,
21 employees, parents, shareholders, divisions, subdivisions, subsidiaries, and their successors and
assigns ("Defendant Releasees") and all customers, retailers, and downstream entities in the
distribution chain of the Covered Products to whom Defendant distributed or sold Covered
Products, their parents, subsidiaries, and affiliated entities, and the predecessors, successors and
assigns of any of them, and all of their respective officers, directors, shareholders, members,
managers, employees, agents only as to Covered Products sold by the Defendant (collectively,

1 “Downstream Releasees”), for all Covered Products placed into the stream of commerce up
2 through the Effective Date for alleged violations of Proposition 65 based on exposure to Listed
3 Chemicals from the Covered Products. Defendant Releasees and Downstream Releasees are
4 sometimes collectively referred to herein as the “Released Parties.” Defendant’s compliance with
5 the terms of this Consent Judgment shall be deemed to constitute compliance with Proposition 65
6 regarding alleged exposures to Listed Chemicals from the Covered Products. Nothing in this
7 Section affects CAG’s right to commence or prosecute an action under Proposition 65 against any
8 person other than Defendant Releasees or Downstream Releasees after the Effective Date. The
9 Settlement Agreement shall inure to the benefit of Downstream Releasees identified in this section,
10 but is not binding on them.

11 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
12 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
13 indirectly, any form of legal action and releases all claims, including, without limitation, all
14 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,
15 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert
16 fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown, fixed or
17 contingent (collectively “Claims”), against Defendant Releasees and/or Downstream Releasees
18 arising from any violation of Proposition 65 or any other statutory or common law regarding the
19 alleged exposure of persons to the Listed Chemicals contained in the Covered Products or any
20 failure to warn about exposure to Listed Chemicals from the Covered Products. In furtherance of
21 the foregoing, as to alleged exposures to Listed Chemicals from the Covered Products, CAG on
22 behalf of itself only, hereby waives any and all rights and benefits which it now has, or in the future
23 may have, conferred upon it with respect to Claims arising from any violation of Proposition 65
24 or any other statutory or common law regarding the failure to warn about exposure and any alleged
25 exposure of persons to Listed Chemicals from the Covered Products by virtue of the provisions of
26 section 1542 of the California Civil Code, which provides as follows:

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

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

14 6. ENTRY OF CONSENT JUDGMENT

15 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
16 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
17 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaints.
18 Upon entry of an order approving this Consent Judgment, the Complaint in this action shall be
19 deemed amended to include all the claims raised in the Notices.

20 6.2 The Parties shall make all reasonable efforts possible to have the Consent Judgment
21 approved by the Court.

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

1 become null and void, and the actions shall revert to the status that existed prior to the execution
2 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
3 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
4 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,
5 or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to
6 modify the terms of the Consent Judgment and to resubmit it for approval.

7 **7. MODIFICATION OF JUDGMENT**

8 7.1 This Consent Judgment may be modified only upon written agreement of the
9 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
10 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

11 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
12 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

13 **8. RETENTION OF JURISDICTION**

14 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms
15 of this Consent Judgment under Code of Civil Procedure § 664.6. The parties also agree that
16 Downstream Releases are intended third-party beneficiaries of this Consent Judgment and may
17 enforce its terms.

18 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
19 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

20 **10. DUTIES LIMITED TO CALIFORNIA**

21 9.1 This Consent Judgment shall have no effect on Covered Products sold by Defendant
outside the State of California.

10. SERVICE ON THE ATTORNEY GENERAL

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

1 received the aforementioned copy of this Consent Judgment, and in the absence of any written
2 objection by the Attorney General to the terms of this Consent Judgment, may the Court approve
3 this Consent Judgment.

4 **11. ATTORNEY FEES**

5 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
6 own costs and attorney fees in connection with this action.

7 **12. GOVERNING LAW**

8 12.1 The validity, construction and performance of this Consent Judgment shall be
9 governed by the laws of the State of California, without reference to any conflicts of law provisions
10 of California law.

11 12.2 The terms of this Consent Judgment shall be governed by the laws of the State of
12 California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise
13 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent
14 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,
15 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered
16 Products, then Parties may modify the Consent Judgment in accordance with modification
17 requirements of Section 7 with respect to, and to the extent that, the Covered Products are so
18 affected. Nothing in this Consent Judgment shall be interpreted to relieve a Defendant from any
19 obligation to comply with any pertinent state or federal law or regulation.

20 12.3 The Parties, including their counsel, have participated in the preparation of this
21 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

1 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
2 this regard, the Parties hereby waive California Civil Code § 1654.

3 **13. EXECUTION AND COUNTERPARTS**

4 13.1 This Consent Judgment may be executed in counterparts and by means of facsimile
5 or portable document format (pdf), which taken together shall be deemed to constitute one
6 document and have the same force and effect as original signatures.

7 **14. ENTIRE AGREEMENT**

8 This Consent Judgment contains the sole and entire agreement and understanding of the
9 Parties with respect to the entire subject matter hereof, and all related prior discussions,
10 negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to
11 bind any of the Parties.

12 **15. NOTICES**

13 15.1 Any notice under this Consent Judgment shall be by First-Class Mail or E-mail.

14 If to CAG:

15 Reuben Yeroushalmi, Esq.
16 YEROUSHALMI & YEROUSHALMI
17 9100 Wilshire Boulevard, Suite 240W
18 Beverly Hills, CA 90212
19 (310) 623-1926
20 Email: lawfirm@yeroushalmi.com

21 If to Defendant:

J.J. Kim, Esq.
ACI LAW GROUP, P.C.
6 Centerpointe Drive, Suite 630
La Palma, CA 90623
Telephone: 714- 522-3300
Facsimile: 714- 522-3700
E-mail: pa@acilawgroup.com

1 **16. AUTHORITY TO STIPULATE**

2 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
3 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
4 the party represented and legally to bind that party.

<p>5 AGREED TO:</p> <p>6 Date: <u>MARCH 13,</u> _____, 2025</p> <p>7 </p> <p>8 Name: <u>Willard Bayer</u></p> <p>9 Title: <u>President</u></p> <p>10 CONSUMER ADVOCACY GROUP, INC.</p>	<p>5 AGREED TO:</p> <p>6 Date: <u>March 11,</u> 2025</p> <p>7 </p> <p>8 Name: David Yoo</p> <p>9 Title: <u>President</u></p> <p>10 B.C.S. INTERNATIONAL CORPORATION</p>
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11 **IT IS SO ORDERED.**

12

13 Date: 05/19/2025

13 

14 JUDGE OF THE SUPERIOR COURT

15 **Victoria Kolakowski / Judge**