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6 Attorneys for Plaintiffs,  
7 Consumer Advocacy Group, Inc.

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES – STANLEY MOSK

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

13 Plaintiff,

14 v.

15 ANHING CORPORATION, a California  
16 Corporation; GREEN FARM MARKET, a  
17 business entity form unknown; and DOES 1-  
20;

18 Defendants.  
19

CASE NO. BC579481 (Related to  
BC638152)

**CONSENT JUDGMENT [PROPOSED]**

Health & Safety Code § 25249.5 *et seq.*

Dept. 71

Judge: Monica Bachner

First Amended Complaint filed: July 29,  
2016

20 **1. INTRODUCTION**

21 1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer  
22 Advocacy Group, Inc. (“Plaintiff” or “CAG”) acting on behalf of itself and in the interest of the  
23 public, and Defendant Anhing Corporation (“Anhing” or “Defendant”), with each a “Party” to  
24 the action and collectively referred to as the “Parties.”

25 **1.2 Defendant and Covered Products**

26 1.2.1 CAG alleges that Anhing is a California corporation which employs ten or  
27 more persons. For purposes of this Consent Judgment only, Anhing is deemed a person in the  
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1 course of doing business in California and subject to the provisions of the Safe Drinking Water  
2 and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.  
3 (“Proposition 65”).

4           1.2.2 CAG alleges that Defendant manufactures, causes to be manufactured,  
5 sells, or distributes Roasted and Dried Seaweed (collectively “Roasted Seaweed”), Sesame  
6 Candy, and Turmeric Powder in California.

7           **1.3 Listed Chemical**

8           Lead and lead compounds have been listed by the State of California as known to cause  
9 cancer and/or birth defects or other reproductive harm (the “Listed Chemical”).

10           **1.4 Notices of Violation.**

11           1.4.1 On or about September 4, 2014, CAG served Defendant and various  
12 public enforcement agencies with a document titled “60-Day Notice of Intent to Sue for  
13 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“September  
14 4, 2014 Notice”) that provided the recipients with notice of alleged violations of Health  
15 & Safety Code § 25249.6 for failing to warn individuals in California of exposures to the  
16 Listed Chemical contained in Roasted Seaweed sold by Anhing in California. No public  
17 enforcer has commenced or diligently prosecuted the allegations set forth in the  
18 September 4, 2014 Notice.

19           1.4.2 On or about May 5, 2015, CAG served Defendant and various public  
20 enforcement agencies with a document titled “60-Day Notice of Intent to Sue for  
21 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“May 5,  
22 2015 Notice”) that provided the recipients with notice of alleged violations of Health &  
23 Safety Code § 25249.6 for failing to warn individuals in California of exposures to the  
24 Listed Chemical contained in Sesame Candy sold by Anhing in California. No public  
25 enforcer has commenced or diligently prosecuted the allegations set forth in the May 5,  
26 2015 Notice.

1           1.4.3 On or about December 15, 2015, CAG served Defendant and various  
2 public enforcement agencies with a document titled “60-Day Notice of Intent to Sue for  
3 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“December  
4 15, 2015 Notice”) that provided the recipients with notice of alleged violations of Health  
5 & Safety Code § 25249.6 for failing to warn individuals in California of exposures to the  
6 Listed Chemical contained in Dried Seaweed sold by Anhing in California. No public  
7 enforcer has commenced or diligently prosecuted the allegations set forth in the  
8 December 15, 2015 Notice.

9           1.4.4 On or about June 16, 2016, CAG served Defendant and various public  
10 enforcement agencies with a document titled “60-Day Notice of Intent to Sue for  
11 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“June 16,  
12 2016 Notice”) that provided the recipients with notice of alleged violations of Health &  
13 Safety Code § 25249.6 for failing to warn individuals in California of exposures to the  
14 Listed Chemical contained in Turmeric Powder sold by Anhing in California. No public  
15 enforcer has commenced or diligently prosecuted the allegations set forth in the June 16,  
16 2016 Notice.

17           1.4.5 Collectively, the 60-day notices described in paragraphs 1.4.1-1.4.4 above  
18 are hereafter referred to as the “Notices.”

19  
20       **1.5 Complaints.**

21           1.5.1 On April 21, 2015, CAG filed a Complaint against Defendant for civil  
22 penalties and injunctive relief (the “Complaint”) in Los Angeles County Superior Court,  
23 Case No. BC579481, alleging that Defendant violated Proposition 65 for allegedly failing  
24 to give clear and reasonable warnings of alleged exposure to the Listed Chemical in  
25 Roasted Seaweed Defendant distributed and/or sold in California. On July 29, 2016,  
26 CAG filed a First Amended Complaint against Defendant for civil penalties and  
27 injunctive relief (the “FAC”) in Los Angeles County Superior Court, Case No.  
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1 BC579481, against Defendant. The FAC alleges, among other things, that Defendant  
2 violated Proposition 65 by failing to give clear and reasonable warnings of alleged  
3 exposure to the Listed Chemical in Roasted Seaweed and Sesame Candy that Defendant  
4 distributed and/or sold in California.

5 1.5.2 On October 21, 2016, Plaintiff filed a complaint against Defendant in Los  
6 Angeles County Superior Court, Case No. BC638152, for allegedly failing to give clear  
7 and reasonable warnings of alleged exposure to the Listed Chemical in Turmeric Powder  
8 distributed and/or sold by Defendant in California (the “Turmeric Complaint”). For  
9 purposes of this Consent Judgment, the Parties stipulate that all allegations and the first  
10 cause of action asserted against Anhing in Los Angeles County Superior Court, Case No.  
11 BC638152, are deemed amended and incorporated into the FAC.

12 **1.6 Consent to Jurisdiction**

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

21 **1.7 No Admission**

22 This Consent Judgment resolves claims that are denied and disputed. The Parties enter  
23 into this Consent Judgment pursuant to a full and final settlement of any and all claims between  
24 the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment  
25 shall be construed as an admission by the Parties of any material allegation in the Notices, the  
26 FAC, or the Turmeric Complaint, or of any fact, conclusion of law, issue of law or violation of  
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1 law of any kind, including without limitation, any admission concerning any alleged or actual  
2 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,  
3 including but not limited to the meaning of the terms “knowingly and intentionally expose” or  
4 “clear and reasonable warning” as used in Health and Safety Code section 25249.6. Defendant  
5 expressly maintains that all products it sells, including but not limited to Roasted Seaweed,  
6 Sesame Candy, and Turmeric Powder. have at all times complied with all laws including but not  
7 limited to Proposition 65 and are completely safe for their intended use. Nothing in this Consent  
8 Judgment, nor compliance with its terms, shall constitute or be construed as an admission by the  
9 Parties of any fact, conclusion of law, issue of law, or violation of law, or of any fault,  
10 wrongdoing, or liability by Defendant, its officers, directors, employees, or parent, subsidiary or  
11 affiliated corporations, or be offered or admitted as evidence in any administrative or judicial  
12 proceeding or litigation in any court, agency, or forum for purposes of the same. Furthermore,  
13 nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument,  
14 or defense the Parties may have in any other or future legal proceeding, except as expressly  
15 provided in this Consent Judgment.

## 16 **2. DEFINITIONS**

17 2.1 “Covered Products” means:

18 2.1.1 All packages and sizes of Roasted Seaweed, including but not limited to,  
19 “DaiJyoBu® Premium Grade Roasted Seasoned Seaweed; Net. Wt. 0.17oz. (5g); Caravelle®  
20 Packed For: Anhing Corporation Los Angeles, CA 90031; Product of Korea; Barcode: 0 80736  
21 12354 1,” distributed or sold only by Defendant.

22 2.1.2 All packages and sizes of Sesame Candy, including but not limited to,  
23 “Sesame Candy Keo Me Xung; Product of Vietnam, (NET WT: 12.5 oz 355gr), Caravelle®.  
24 Packed for: Anhing Corp. LA. CA 90031 FAX: (323) 221-7420; VN 2395; UPC: 0 80736 11798  
25 2”, distributed or sold only by Defendant.  
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1           2.1.3 All packages and sizes of Turmeric Powder, including but not limited to,  
2 “Turmeric Powder; Bot Nghe; Net Weight: 4 ozs. (114 g.); A Caravelle®; Ingredient: Turmeric  
3 100%; Packed for: Anhing Corporation; Los Angeles, CA 90031, USA; Product of Thailand;  
4 UPC:0 80736 10890 4,” distributed or sold only by Defendant.

5           2.2 “Effective Date” means the date that this Consent Judgment is approved by the  
6 Court.

7           2.3 “Listed Chemical” means lead and lead compounds.

8           2.4 “Notices” collectively means Plaintiff’s September 4, 2014 Notice, May 5, 2015  
9 Notice, December 15, 2015 Notice, and June 16, 2016 Notice.

10 **3. INJUNCTIVE RELIEF & CLEAR AND REASONABLE WARNINGS.**

11           3.1 After the Effective Date, Defendant shall not sell, offer for sale in California, or  
12 ship for sale in California any Roasted Seaweed products unless the level of the Listed Chemical  
13 does not exceed 75 parts per billion (“ppb”), any Sesame Candy products unless the level of the  
14 Listed Chemical does not exceed 40 ppb, and any Turmeric Powder products unless the level of  
15 the Listed Chemical does not exceed 170 ppb. For any Covered Products that exceed those  
16 respective levels of the Listed Chemical that are sold in California after the Effective Date,  
17 Defendant must provide a Proposition 65 compliant warning on the Covered Products as set forth  
18 below. Any warning provided pursuant to this section shall be provided on the labeling of,  
19 affixed to the packaging of, or directly on, the Covered Products, and be prominently placed with  
20 such conspicuousness as compared with other words, statements, designs, or devices as to render  
21 it likely to be read and understood by an ordinary individual under customary conditions before  
22 purchase or use. The Parties agree that the following warning language shall constitute  
23 compliance with Proposition 65 with respect to alleged Listed Chemical in the Covered Products  
24 distributed and/or sold by the Defendant after the Effective Date:

26           [California Proposition 65] **WARNING:** This product contains chemicals known to the  
27 State of California to cause cancer or birth defects or other reproductive harm.

28           Or

1 [California Proposition 65] **WARNING:** This product can expose you to  
2 chemicals, including lead, which are known to the State of California to cause  
3 cancer and birth defects or other reproductive harm. For more information go to  
4 www.P65Warnings.ca.gov.

4 Language in brackets is optional.

5 **4. SETTLEMENT PAYMENT**

6 **4.1 Payment and Due Date:** Within 10 days of court approval of this Consent  
7 Judgment, Defendant shall pay a total of eighty thousand dollars and zero cents (\$80,000) in full  
8 and complete settlement of any and all claims for civil penalties, damages, attorney's fees, expert  
9 fees or any other claim for costs, expenses or monetary relief of any kind for claims that were or  
10 could have been asserted in the Notices, FAC or Turmeric Complaint, as follows:

11 **4.1.1 Civil Penalty:** Defendant shall issue two separate checks totaling two  
12 thousand eight hundred and sixty dollars (\$2,860) as follows for alleged civil penalties pursuant  
13 to Health & Safety Code § 25249.12:

14 (a) Defendant will issue one check made payable to the State of  
15 California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of  
16 two thousand one hundred and forty-five dollars (\$2,145) representing 75% of the total civil  
17 penalty and Defendant will issue a second check to CAG in the amount of seven hundred and  
18 fifteen dollars (\$715) representing 25% of the total civil penalty;

19 (b) Separate 1099s shall be issued for each of the above payments:  
20 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-  
21 0284486) in the amount of \$2,145. Defendant will also issue a 1099 to CAG in the amount of  
22 \$715 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite  
23 240W, Beverly Hills, California 90212.

24 **4.1.2 Additional Settlement Payments:** Defendant shall pay two thousand one  
25 hundred and forty dollars (\$2,140) as additional settlement payments to "Consumer Advocacy  
26 Group, Inc." pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations,  
27 Title 11 § 3203(d). CAG will use this payment as follows, seventy percent (70%) for fees of  
28

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

18  
19 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Defendant shall pay  
20 seventy-five thousand dollars (\$75,000) payable to "Yeroushalmi & Yeroushalmi" as complete  
21 reimbursement for any and all reasonable investigation fees and costs, attorneys' fees, expert  
22 fees, and any and all other costs and expenses incurred as a result of investigating, bringing this  
23 matter to Defendant's attention, litigating, negotiating a settlement in the public interest, and  
24 seeking and obtaining court approval of this Consent Judgment.

25 4.2 Other than the payment to OEHHA described above, all payments referenced in  
26 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,  
27 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The  
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1 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,  
2 Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812.

3       **4.3 Assignment of Rights:** Incorporated by reference into this Consent Judgment,  
4 and attached hereto as Exhibit A, is the “Indemnity Claim Assignment Agreement” between  
5 CAG and Defendant. The Indemnity Claim Assignment Agreement assigns Defendant’s rights  
6 of indemnity with its suppliers to CAG.

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

8       5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on  
9 behalf of itself and in the public interest, and Defendant and their officers, directors, insurers,  
10 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister  
11 companies, and their successors and assigns (“Defendant Releasees”), and all entities to whom  
12 Defendant directly or indirectly distributes or sells Covered Products, including, but not limited  
13 to, downstream distributors, wholesalers, customers, retailers (including but not limited to Green  
14 Farm Market), franchisees, cooperative members, licensees, and the successors and assigns of  
15 any of them, who may use, maintain, distribute or sell Covered Products (“Downstream  
16 Defendant Releasees”), of all claims for alleged or actual violations of Proposition 65 for alleged  
17 exposures to the Listed Chemical from Covered Products manufactured, distributed or sold by  
18 Defendant up through the Effective Date as set forth in the Notices, the FAC and the Turmeric  
19 Complaint. Defendant and Defendant Releasees’ compliance with this Consent Judgment shall  
20 constitute compliance with Proposition 65 with respect to alleged exposures to the Listed  
21 Chemical from Covered Products sold by Defendant Releasees or Downstream Defendant  
22 Releasees after the Effective Date. Nothing in this Section affects CAG’s right to commence or  
23 prosecute an action under Proposition 65 against any person other than Defendant, Defendant  
24 Releasees, or Downstream Defendant Releasees. Defendant, Defendant Releasees and  
25 Downstream Defendant Releasees are hereafter collectively referred to as the “Released Parties”.  
26  
27  
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1           5.2     CAG on behalf of itself, its past and current agents, representatives, attorneys,  
2 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
3 indirectly, any form of legal action and releases all claims, including, without limitation, all  
4 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,  
5 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation  
6 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,  
7 fixed or contingent (collectively "Claims"), against the Released Parties arising from any actual  
8 or alleged violation of Proposition 65 or any other statutory or common law claim regarding the  
9 Covered Products manufactured, distributed or sold by the Released Parties through the Effective  
10 Date regarding any actual or alleged failure to warn about exposure to the Listed Chemical from  
11 the Covered Products. In furtherance of the foregoing, CAG on behalf of itself only, hereby  
12 waives any and all rights and benefits which it now has, or in the future may have, conferred  
13 upon it with respect to Claims regarding the Covered Products manufactured, distributed or sold  
14 by the Released Parties through the Effective Date arising from any violation of Proposition 65  
15 or any other statutory or common law regarding the failure to warn about exposure to the Listed  
16 Chemical from the Covered Products by virtue of the provisions of section 1542 of the California  
17 Civil Code, which provides as follows:

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

24 CAG understands and acknowledges that the significance and consequence of this waiver of  
25 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
26 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
27 violation of Proposition 65 or any other statutory or common law regarding the Covered  
28 Products manufactured, distributed or sold by the Released Parties through the Effective Date  
regarding the failure to warn about actual or alleged exposure to the Listed Chemical from the

1 Covered Products, CAG will not be able to make any claim for those damages, penalties or other  
2 relief against the Released Parties. Furthermore, CAG acknowledges that it intends these  
3 consequences for any such Claims arising from any violation of Proposition 65 or any other  
4 statutory or common law regarding the failure to warn about exposure to the Listed Chemical  
5 from Covered Products as may exist as of the date of this release but which CAG does not know  
6 exist, and which, if known, would materially affect their decision to enter into this Consent  
7 Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight,  
8 error, negligence, or any other cause.

9 **6. ENFORCEMENT OF JUDGMENT**

10 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties  
11 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of  
12 California, Los Angeles County, enforce the terms and conditions contained herein. A Party  
13 may enforce any of the terms and conditions of this Consent Judgment only after that Party first  
14 provides 90 days notice to the Party allegedly failing to comply with the terms and conditions of  
15 this Consent Judgment, and attempts to resolve such Party's failure to comply in an open and  
16 good faith manner.

17 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other  
18 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of  
19 Violation ("NOV") to Defendant. The NOV shall include for each of the Covered Products: (a)  
20 the name of the Covered Product; (b) specific dates when the Covered Product was sold in  
21 California; (c) the store or other place at which the Covered Product was available for sale to  
22 consumers; and (d) any other evidence or support for the allegations in the NOV.

23 6.2.1 **Non-Contested NOV.** CAG shall take no further action of any kind  
24 regarding the alleged violation if, within 60 days of receiving such NOV, Defendant  
25 serves a Notice of Election ("NOE") not to contest the NOV that meets one of the  
26 following conditions:  
27

1 (a) A statement that the Covered Products were manufactured or  
2 shipped by Defendant for sale in California before the Effective Date; or

3 (b) A statement that since receiving the NOV Defendant has taken  
4 corrective action by either: (i) taking all steps necessary to bring the sale of the product  
5 into compliance under the terms of this Consent Judgment; or (ii) requesting that its  
6 customers or stores in California, as applicable, remove the Covered Products identified  
7 in the NOV from sale in California and destroy or return the Covered Products to  
8 Defendant or vendor, as applicable; or (iii) refute the information provided in the NOV.

9 6.2.2 **Contested NOV.** Defendant may serve a Notice of Election (“NOE”)  
10 informing CAG of its election to contest the NOV within 30 days of receiving the NOV.

11 (a) In its election, Defendant may request that the sample(s) of  
12 Covered Products tested by CAG be subject to confirmatory testing at an EPA-  
13 accredited laboratory.

14 (b) If the confirmatory testing establishes that the Covered Products do  
15 not contain the Listed Chemical in excess of the levels allowed in Section 3.1, above,  
16 CAG shall take no further action regarding the alleged violation. If the testing does not  
17 establish compliance with Section 3.1, above, Defendant may withdraw its NOE to  
18 contest the violation and may serve a new NOE pursuant to Section 6.2.1.

19 (c) If Defendant does not withdraw an NOE to contest the NOV, the  
20 Parties shall meet and confer for a period of no less than 30 days before CAG may seek  
21 an order enforcing the terms of this Consent Judgment.

22 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the  
23 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

24 **7. ENTRY OF CONSENT JUDGMENT**

25 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
26 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and  
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1 Defendant waive their respective rights to a hearing, trial, or appeal on the allegations in the  
2 Notices, the FAC or the Turmeric Complaint.

3 7.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent  
4 Judgment and any and all prior agreements between the Parties merged herein shall terminate  
5 and become null and void, and the actions shall revert to the status that existed prior to the  
6 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft  
7 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement  
8 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any  
9 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to  
10 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

11 7.3 Within ten (10) days of the Court's entry of this Consent Judgment, CAG will file  
12 a request for dismissal of Anhing without prejudice from the Turmeric Complaint, Los Angeles  
13 Superior Court Case No. BC638152.

14 **8. MODIFICATION OF JUDGMENT**

15 8.1 This Consent Judgment may be modified only upon written agreement of the  
16 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
17 any Party as provided by law and upon entry of a modified Consent Judgment by the Court.

18 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
19 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

20 **9. RETENTION OF JURISDICTION**

21 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the  
22 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

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

24 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
25 California Attorney General so that the Attorney General may review this Consent Judgment  
26 prior to its submittal to the Court for approval. No sooner than forty five (45) days after the  
27

1 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may  
2 then submit it to the Court for approval.

3 **11. ATTORNEY FEES**

4 11.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its  
5 own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

6 **12. ENTIRE AGREEMENT**

7 12.1 This Consent Judgment contains the sole and entire agreement and understanding  
8 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,  
9 negotiations, commitments and understandings related hereto. No representations, oral or  
10 otherwise, express or implied, other than those contained herein have been made by any party  
11 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
12 deemed to exist or to bind any of the Parties.

13 **13. GOVERNING LAW**

14 13.1 The validity, construction and performance of this Consent Judgment shall be  
15 governed by the laws of the State of California, without reference to any conflicts of law  
16 provisions of California law.

17 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered  
18 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
19 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or  
20 rendered inapplicable by reason of law generally as to the Covered Products, then Defendant  
21 may provide written notice to CAG of any asserted change in the law, and shall have no further  
22 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered  
23 Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve  
24 Defendant from any obligation to comply with any other pertinent state or federal law or  
25 regulation.  
26

1           13.3 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  
5 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a  
6 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent  
7 Judgment agrees that any statute or rule of construction providing that ambiguities are to be  
8 resolved against the drafting Party should not be employed in the interpretation of this Consent  
9 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

10 **14. EXECUTION AND COUNTERPARTS**

11           14.1 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 **15. NOTICES**

15           15.1 Any notices under this Consent Judgment shall be by personal delivery of First  
16 Class Mail.

17           If to CAG:

18           Yeroushalmi & Yeroushalmi  
19           9100 Wilshire Boulevard, Suite 240W  
20           Beverly Hills, CA 90212  
21           (310) 623-1926

22           If to Defendant:

23           President  
24           Anhing Corporation  
25           2550 Pellissier Place  
26           City of Industry, CA 90601

27           J. Robert Maxwell  
28           Rogers Joseph O'Donnell, a Professional Law Corporation  
            311 California Street, 10<sup>th</sup> Fl.  
            San Francisco, CA 94104

(415) 956-2828,

16. AUTHORITY TO STIPULATE

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

AGREED TO:

AGREED TO:

Date: April 4, 2017

Date: April 3, 2017

Michael Marcus

D. Miller

Name: Michael Marcus

Name: DAI L. YAU

Title: Director

Title: President

CONSUMER ADVOCACY GROUP,  
INC.

ANHING CORPORATION

IT IS SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_

JUDGE OF THE SUPERIOR COURT