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7 Attorneys for Plaintiff,
Consumer Advocacy Group, Inc.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10
11 **CONSUMER ADVOCACY GROUP, INC.,**
12 **in the public interest,**

13 **Plaintiff,**

14
15 **v.**

16
17 **H MART COMPANIES, INC., a New York**
Corporation; H MART, INC., a Delaware
18 **Corporation and DOES 1-20;**

19 **Defendants.**
20

CASE NO. BC627649 (Related Case
BC643652)

[Assigned for All Purposes to the Hon.
David Sotelo, Dept. 40]

[PROPOSED] CONSENT JUDGMENT

Health & Safety Code § 25249.5 et seq.

Complaint filed: July 20, 2016

21 **1. INTRODUCTION**

22 **1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer**
23 **Advocacy Group, Inc. (“CAG”) acting on behalf of itself and in the public interest, and**
24 **Defendants H Mart Companies, Inc. a New York Corporation, and H Mart, Inc. a Delaware**
25 **Corporation (collectively “H Mart” or “Defendants”). CAG and H Mart are sometimes each**
26 **referred to individually as a “Party,” and collectively as the “Parties.”**

1 **1.2 Defendants and Covered Products**

2 1.2.1 CAG alleges that H Mart Companies, Inc. is a New York Corporation, which does
3 business in California, and employs ten (10) or more persons. Accordingly, for purposes of this
4 Consent Judgment only, H Mart Companies, Inc. is deemed a person in the course of doing
5 business in California and subject to the provisions of the Safe Drinking Water and Toxic
6 Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition
7 65”).

8 1.2.2 CAG alleges that H Mart, Inc. is a Delaware Corporation, which does business in
9 California, and employs ten (10) or more persons. Accordingly, for purposes of this Consent
10 Judgment only, H Mart, Inc. is deemed a person in the course of doing business in California and
11 subject to the provisions of Proposition 65.

12 1.2.3 CAG alleges that Defendants sell, or distribute Kitchen Tongs, including but not
13 limited to, “Home Art® 9” Coating Tong; “Beast Quality House Goods”; Made in China;
14 “Sweet home Beautiful life Hare Art”; Item No.: AK 1364; Stainless Steel; Barcode #: “8
15 808596 120353;” and “Home Art® 12” Coating Tong; “Beast Quality House Goods”; Made in
16 China; “Sweet home Beautiful life Home Art”; Item No.: AK 1365; Stainless Steel; Barcode #:
17 “8 8808596 120360” (collectively “Tongs”).

18 **1.3 Listed Chemical**

19 1.3.1 Di (2-ethylhexyl) Phthalate (“DEHP”), also known as Diethyl Hexyl Phthalate
20 and Bis (2-ethylhexyl) Phthalate, has been listed by the State of California as a chemical known
21 to cause cancer and birth defects or other reproductive harm (the “Listed Chemical”).

22 **1.4 Notices of Violation.**

23 1.4.1 On or about July 2, 2015, CAG served a “60-Day Notice of Intent to Sue
24 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“AG# 2015-
25 00641”) that provided the recipients, specifically H Mart, with notice of alleged violations of
26 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to the
27 Listed Chemical contained in Tongs allegedly sold by H Mart in California. To the best of the
28

1 Parties' knowledge, no public enforcer has commenced or diligently prosecuted the allegations
2 set forth in the AG# 2015-00641.

3 1.4.2 On or about November 6, 2015, CAG served a second "60-Day Notice of
4 Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986"
5 ("AG# 2015-01146") that provided the recipients, specifically H Mart, with notice of alleged
6 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of
7 exposures to the Listed Chemical contained in Tongs allegedly sold by H Mart in California. To
8 the best of the Parties' knowledge, no public enforcer has commenced or diligently prosecuted
9 the allegations set forth in the AG# 2015-01146.

10 1.4.3 AG# 2015-01146, and AG# 2015-00641 are collectively referred to as the
11 Notices.

12 **1.5 Complaint**

13 1.5.1 On July 20, 2016 CAG filed a Complaint for civil penalties and injunctive
14 relief ("Complaint") in Los Angeles County Superior Court, Case No. BC627649, against
15 Defendants. The Complaint alleges, among other things, that Defendants violated Proposition 65
16 by failing to give clear and reasonable warnings of the alleged exposure to the Listed Chemical
17 contained in Tongs allegedly sold or distributed by Defendants in California.

18 **1.6 Consent to Jurisdiction**

19 1.6.1 For purposes of this Consent Judgment only, the Parties stipulate that this
20 Court has jurisdiction over the allegations of violations contained in the Notices and Complaint,
21 personal jurisdiction over Defendants as to the acts alleged in the Complaint, that venue is proper
22 in the County of Los Angeles, and that this Court has jurisdiction to enter this Consent Judgment
23 as a full settlement and resolution of the allegations contained in the Notices and Complaint, and
24 of all claims which were or could have been raised by any person or entity based in whole or in
25 part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

26 **1.7 No Admission**

27 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The Parties
28 enter into this Consent Judgment pursuant to a full and final settlement of any and all claims

1 between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent
2 Judgment shall be construed as an admission by H Mart of any material allegation in the Notices
3 or Complaint, or of any fact, conclusion of law, issue of law or violation of law of any kind,
4 including without limitation, any admission concerning any alleged or actual violation of
5 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, including
6 but not limited to the meaning of the terms “knowingly and intentionally expose” or “clear and
7 reasonable warning” as used in Health and Safety Code section 25249.6. Defendants expressly
8 maintain that all products H Mart and its stores sell and/or distribute, including but not limited to
9 Tongs, have at all times complied with all laws, including but not limited to Proposition 65, and
10 are completely safe for their intended use. Nothing in this Consent Judgment, nor compliance
11 with its terms, shall constitute or be construed as an admission by the Parties of any fact,
12 conclusion of law, issue of law, or violation of law, or of any fault, wrongdoing, or liability by
13 any of the Defendants, their officers, directors, employees, or parent, subsidiary or affiliated
14 corporations or stores, or be offered or admitted as evidence in any administrative or judicial
15 proceeding or litigation in any court, agency, or forum for purposes of establishing same.
16 Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right,
17 remedy, argument, or defense the Parties may have in any other or future legal proceeding,
18 except as expressly provided in this Consent Judgment.

19 **2. DEFINITIONS**

20 2.1 “Covered Products” means: Tongs, which includes but is not limited to, “Home
21 Art® 9” Coating Tong; “Beast Quality House Goods”; Made in China; “Sweet home Beautiful
22 life Hare Art”; Item No.: AK 1364; Stainless Steel; Barcode #: “8 808596 120353;” and “Home
23 Art® 12” Coating Tong; “Beast Quality House Goods”; Made in China; “Sweet home Beautiful
24 life Home Art”; Item No.: AK 1365; Stainless Steel; Barcode #: “8 8808596 120360,” sold or
25 distributed only by Defendants and/or H Mart stores in California.

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

28

1 2.3 “Listed Chemical” means Di (2-ethylhexyl) Phthalate, also known as Diethyl
2 Hexyl Phthalate and Bis (2-ethylhexyl) Phthalate.

3 2.4 “Notices” means the AG# 2015-01146, and AG# 2015-00641 notices.

4 **3. INJUNCTIVE RELIEF/REFORMULATION**

5 3.1 After the Effective Date, Defendants and H Mart stores shall not sell, offer for
6 sale in California, or ship for sale in California any Covered Products without a Proposition 65
7 warning unless the level of the Listed Chemical in such Covered Products does not exceed more
8 than 0.1% (1,000 ppm) by weight. For any Covered Products that exceed 0.1% (1,000 ppm) by
9 weight of the Listed Chemical and that are sold in California after the Effective Date, Defendants
10 and/or H Mart stores must provide a Proposition 65 compliant warning for the Covered Products
11 as set forth below. Any warning provided pursuant to this section shall be provided by one of the
12 following methods: by retail store signage, on the labeling of, affixed to the packaging of, or
13 directly on, the Covered Products. The warning provided must be prominently placed with such
14 conspicuousness as compared with other words, statements, designs, or devices as to render it
15 likely to be read and understood by an ordinary individual under customary conditions before
16 purchase or use. The Parties agree that warnings stating that:

17 △ [California Proposition 65] **WARNING:** This product can expose you to
18 chemicals including DEHP, which are known to the State of California to cause
19 cancer and birth defects or other reproductive harm. For more information, go to
20 www.P65Warnings.ca.gov

21 Or, if the warning is on the product label, packaging, or the product itself, but not on
22 a retail warning sign, at Defendants option the warning may state:

23 △ [California Proposition 65] **WARNING:** Cancer and
24 Reproductive Harm - www.P65Warnings.ca.gov.

25 Either of these warnings shall constitute compliance with this Consent Judgment and Proposition
26 65 with respect to the alleged Listed Chemical in the Covered Products, distributed and/or sold
27 by the Defendants in California after the Effective Date. Language in brackets is optional.

28 **4. SETTLEMENT PAYMENT**

1 4.1 Defendants have Express, Implied, and/or Equitable indemnity claims against co-
2 defendant Koco Trading Co., Inc. ("Koco") for losses incurred as a result of the sale of the
3 Covered Products, including reimbursement of their attorney's fees and costs incurred in this
4 action. As Defendants' sole payment of any kind in resolution of CAG's claims alleged in the
5 Notices and Complaint, Defendants have assigned their claims for indemnity against Koco in this
6 action to CAG. Accordingly, CAG will litigate these claims against Koco and retain any
7 recovery, as a condition of this settlement. Any amount of recovery to be retained by CAG in
8 prosecuting the assigned indemnity claim against Koco will be subject to the court's approval as
9 compensation of CAG's reasonable attorney's fees and costs under California Law according to
10 California Health and Safety Code §25249.7(f) 4(b) for prosecuting the Proposition 65 claims in
11 this action.

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

13 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
14 behalf of itself and in the public interest, and Defendants and their officers, directors, insurers,
15 employees, parents, shareholders, divisions, subdivisions, stores, subsidiaries, partners, affiliates,
16 sister companies, and their successors and assigns ("Defendant Releasees), including but not
17 limited to each of Defendants' downstream chain of distribution, customers, distributors,
18 wholesalers, retailers, or any other person to whom H Mart sold the Covered Products
19 ("Downstream Defendant Releasees"), of all claims for actual or alleged violations of
20 Proposition 65 for alleged exposures to the Listed Chemical from the Covered Products
21 manufactured, distributed or sold by Defendants up through the Effective Date as set forth in the
22 Notices and the Complaint. Defendants', and Defendant Releasees,' including Downstream
23 Defendant Releasees,' compliance with this Consent Judgment shall constitute compliance with
24 Proposition 65 with respect to the alleged exposure to the Listed Chemical from the Covered
25 Products manufactured, distributed or sold by Defendants, Defendant Releasees or Downstream
26 Defendant Releasees after the Effective Date. Nothing in this Section affects CAG's right to
27 commence or prosecute an action under Proposition 65 against any person other than the
28

1 Defendants, Defendant Releasees and/or Downstream Defendant Releasees. (Defendants,
2 Defendant Releasees and Downstream Defendant Releasees are hereinafter referred to as the
3 “Released Parties”). CAG expressly reserves its right to prosecute its claims for alleged
4 Proposition 65 violations related to the Tongs supplied by Koco to Defendants or others.

5 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
6 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
7 indirectly, any form of legal action and releases all claims, including without limitation, all
8 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
9 damages, costs, fines, penalties, losses, or expenses (including but not limited to, investigation
10 fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown,
11 fixed or contingent (collectively “Claims”), against the Released Parties arising from any
12 violation or alleged violation of Proposition 65 or any other statutory or common law claim
13 regarding the failure to warn about exposures to the Listed Chemical from the Covered Products
14 manufactured, distributed or sold by the Released Parties through the Effective Date. In
15 furtherance of the foregoing, as to alleged exposures to the Listed Chemical from the Covered
16 Products, CAG on behalf of itself only, hereby waives any and all rights and benefits which it
17 now has, or in the future may have, conferred upon it against the Released Parties with respect to
18 Claims related to Covered Products manufactured, distributed or sold by the Released Parties
19 through the Effective Date by virtue of the provisions of section 1542 of the California Civil
20 Code, which provides as follows:
21

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

28 CAG understands and acknowledges that the significance and consequence of this waiver of
California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any

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

12 **6. ENFORCEMENT OF JUDGMENT**

13
14 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
15 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
16 California, Los Angeles County, giving the notice required by law, enforce the terms and
17 conditions contained herein. A Party may enforce any of the terms and conditions of this Consent
18 Judgment only after that Party first provides 60-days' notice to the Party allegedly failing to
19 comply with the terms and conditions of this Consent Judgment and attempts to resolve such
20 Party's failure to comply in an open and good faith manner.

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

1 **6.2.1 Non-Contested NOV.** CAG shall take no further action of any kind
2 regarding the alleged violation, if, within 60 days of receiving such NOV, Defendants
3 serve a Notice of Election (“NOE”) meeting one of the following conditions:

4 (a) The NOE states that the Covered Products were manufactured or
5 shipped by Defendant(s) for sale in California before the Effective Date; or

6 (b) The NOE states that since receiving the NOV, Defendants have
7 taken corrective action by either: (i) taking all steps necessary to bring the sale of the
8 Covered Product into compliance under the terms of this Consent Judgment; or (ii)
9 requesting that their customers or stores in California, as applicable, remove the Covered
10 Products identified in the NOV from sale in California and destroy or return the Covered
11 Products to Defendants or vendors, as applicable; or (iii) refute the information provided
12 in the NOV.

13 **6.2.2 Contested NOV.** Defendants may serve a Notice of Election (“NOE”)
14 informing CAG of their election to contest the NOV within 60 days of receiving the
15 NOV.

16 (a) In their election, Defendants may request that the sample(s) of
17 Covered Products tested by CAG be subject to confirmatory testing at an EPA-or other
18 accredited laboratory.

19 (b) If the confirmatory testing establishes that the Covered Products do
20 not contain the Listed Chemical in excess of the levels allowed in Section 3.1 above,
21 CAG shall take no further action regarding the alleged violation. If the testing does not
22 establish compliance with Section 3.1 above, Defendants may withdraw their NOE to
23 contest the violation and may serve a new NOE pursuant to Section 6.2.1.

24 (c) If Defendants do not withdraw a NOE to contest the NOV, the
25 Parties shall meet and confer for a period of no less than 30 days before CAG may seek
26 an order enforcing the terms of this Consent Judgment.
27
28

1 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the
2 prevailing party shall be entitled to recover its reasonable attorney's fees and costs. Enforcement
3 of this Consent Judgment is the only remedy for any actual or alleged violations hereof

4 **7. ENTRY OF CONSENT JUDGMENT**

5 7.1 CAG shall file a motion seeking Court approval of this Consent Judgment
6 pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment,
7 CAG and Defendants waive their respective rights to a hearing, trial, or appeal on the allegations
8 in the Notices and Complaint.

9 7.2 The Parties will make all reasonable, good faith efforts to finalize this Consent
10 Judgment and have it approved by the Court.

11 7.3 If this Consent Judgment is not approved in full by the Court: (a) this Consent
12 Judgment and any and all prior agreements between the Parties merged herein shall terminate
13 and become null and void, and the action shall revert to the status that existed prior to the
14 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
15 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
16 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
17 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
18 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

19 **8. MODIFICATION OF JUDGMENT**

20 8.1 This Consent Judgment may be modified only upon written agreement of the
21 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
22 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

23 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
24 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

25 **9. RETENTION OF JURISDICTION**

26 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
27 terms of this Consent Judgment under Code of Civil Procedure § 664.6.
28

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

2 10.1 CAG shall serve a copy of this Consent Judgment, signed by both Parties, on the
3 California Attorney General so that the Attorney General may review this Consent Judgment
4 prior to any hearing before the Court for approval. No sooner than forty-five (45) days after the
5 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may
6 then receive Court approval.

7 **11. ATTORNEY FEES**

8 11.1 Except as specifically provided in Sections 4.1 and 6.3, each Party shall bear its
9 own attorneys' fees and costs in connection with the claims resolved in this this action.

10 **12. ENTIRE AGREEMENT**

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

17 **13. GOVERNING LAW**

18 13.1 The validity, construction and performance of this Consent Judgment shall be
19 governed by the laws of the State of California, without reference to any conflicts of law
20 provisions of California law.

21 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
22 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
23 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
24 rendered inapplicable by reason of law generally as to the Covered Products, then Defendants
25 subject to this Consent Judgment may provide written notice to CAG of any asserted change in
26 the law, and shall have no further obligations pursuant to this Consent Judgment with respect to,
27 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment
28

1 shall be interpreted to relieve Defendants from any obligation to comply with any pertinent state
2 or federal law or regulation.

3 13.3 The Parties, including their counsel, have participated in the preparation of this
4 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
5 Consent Judgment was subject to revision and modification by the Parties and has been accepted
6 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
7 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
8 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
9 agrees that any statute or rule of construction providing that ambiguities are to be resolved
10 against the drafting Party shall not be employed in the interpretation of this Consent Judgment
11 and, in this regard, the Parties hereby waive California Civil Code § 1654.

12 **14. EXECUTION AND COUNTERPARTS**

13 14.1 This Consent Judgment may be executed in counterparts and by means of
14 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
15 one document and have the same force and effect as original signatures.

16 **15. NOTICES**

17 15.1 Any notices under this Consent Judgment shall be by United States Postal
18 Service.

19 If to CAG:

20 Yeroushalmi & Yeroushalmi
21 9100 Wilshire Boulevard, Suite 240W
22 Beverly Hills, CA 90212
23 (310) 623-1926

24 If to Defendants H Mart, Inc., and H Mart Companies, Inc.:

25 General Counsel
26 H Mart Companies, Inc.
27 300 Chubb Avenue,
Lyndhurst, NJ 07071

28 With copy to:

1 J. Robert Maxwell
2 ROGERS JOSEPH O'DONNELL
3 A Professional Law Corporation
4 311 California Street, 10th Fl.
5 San Francisco, CA 94104

6 **16. AUTHORITY TO STIPULATE**

7 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
8 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf
9 of the party represented and legally to bind that party.

10 AGREED TO:

AGREED TO:

11 Date: Feb 12, 2019

Date: _____, 2019

12 Michael Marcus

13 Name: Michael Marcus Name: _____

14 Title: Director
15 CONSUMER ADVOCACY GROUP,
16 INC.

Title: _____
H MART, INC.

17 AGREED TO:

18 Date: _____, 2019

19 _____
20 Name: _____

21 _____
22 Title: _____

23 H MART COMPANIES, INC.

24
25 **IT IS SO ORDERED.**

26
27 Date: _____

28 JUDGE OF THE SUPERIOR COURT

1 J. Robert Maxwell
2 ROGERS JOSEPH O'DONNELL
3 A Professional Law Corporation
4 311 California Street, 10th Fl.
5 San Francisco, CA 94104

6 **16. AUTHORITY TO STIPULATE**

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8 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf
9 of the party represented and legally to bind that party.

10 AGREED TO:

11 Date: _____, 2019

12 _____
13 Name: _____

14 Title: _____
15 CONSUMER ADVOCACY GROUP,
16 INC.

AGREED TO:

11 Date: 03/07/, 2019

12 _____
13 Name: William Choi

14 Title: President
15 H MART, INC.

17 AGREED TO:

18 Date: 03/07, 2019

19 _____
20 Name: William Choi

21 _____
22 Title: President

23 H MART COMPANIES, INC.

24
25 **IT IS SO ORDERED.**

26
27 Date: _____

28 JUDGE OF THE SUPERIOR COURT