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6 Attorneys for Plaintiff,
7 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 H MART COMPANIES, INC., a New York
17 Corporation; H MART, a business entity
18 form unknown; SAJO DAERIM CORP., a
19 business entity form unknown; DAERIM
20 CORPORATION, a business entity form
21 unknown; SAJO INDUSTRIES CO., LTD., a
22 business entity form unknown; EDS & CO.,
INC., a California Corporation; and DOES 1-
20;

22 Defendants.

CASE NO. BC643652

(Related Case BC627649)

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

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

Complaint filed: December 12, 2016

23 **1. INTRODUCTION**

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

3 **1.2 Defendants and Products**

4 1.2.1 CAG alleges that H Mart Companies, Inc. is a New York Corporation, which does
5 business in California, and employs (10) ten or more persons. Accordingly, for purposes of this
6 Consent Judgment only, H Mart Companies, Inc. is deemed a person in the course of doing
7 business in California and subject to the provisions of the Safe Drinking Water and Toxic
8 Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition
9 65”).

10 1.2.2 CAG alleges that H Mart, Inc. is a Delaware Corporation, which does business in
11 California, and employs (10) ten or more persons. Accordingly, for purposes of this Consent
12 Judgment only, H Mart, Inc. is deemed a person in the course of doing business in California and
13 subject to the provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986,
14 California Health & Safety Code §§ 25249.6 et seq. (“Proposition 65”).

15 1.2.3 CAG alleges that Defendants manufacture, cause to be manufactured, sell, or
16 distribute Roasted Seasoned Seaweed, including but not limited to, “Fresh & Clean” ‘ISO 9001’
17 (20g/50kcal) Imported by EDS & Co., Inc. “SAJO” UPC: 8 801066 700796” (“Seaweed”).

18 **1.3 Chemical of Concern**

19 1.3.1 Lead and lead compounds have been listed by the State of California as chemicals
20 known to cause cancer and/or birth defects or other reproductive harm (the “Listed Chemical”).

21 **1.4 Notice of Violation.**

22 1.4.1 On or about December 16, 2015, CAG served a “60-Day Notice of Intent
23 to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986”
24 (“December 16, 2015 Notice”) that provided the recipients with notice of alleged violations of
25 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to the
26 Listed Chemical contained in Seaweed allegedly sold by H Mart in California. To the best of the
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1 Parties' knowledge, no public enforcer has commenced or diligently prosecuted the allegations
2 set forth in the December 16, 2015 Notice.

3 **1.5 Complaint.**

4 1.5.1 On December 12, 2016, CAG filed a Complaint for civil penalties and
5 injunctive relief ("Complaint") in Los Angeles County Superior Court, Case No. BC643652,
6 against Defendants. The Complaint alleges, among other things, that Defendants violated
7 Proposition 65 by failing to give clear and reasonable warnings of alleged exposure to the Listed
8 Chemical contained in Seaweed allegedly sold or distributed by Defendants in California.

9 **1.6 Consent to Jurisdiction**

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

17 **1.7 No Admission**

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

11 **2. DEFINITIONS**

12 2.1 "Covered Products" means: Roasted Seasoned Seaweed, which includes but is not
13 limited to, "Fresh & Clean" 'ISO 9001' (20g/50kcal) Imported by EDS & Co., Inc. "SAJO"
14 UPC: 8 801066 700796," sold or distributed only by Defendants and/or H Mart stores in
15 California.

16 2.2 "Effective Date" means the date that this Consent Judgment is approved by the
17 Court.

18 2.3 "Listed Chemical" means lead and lead compounds.


19 2.4 "Notice" means the December 16, 2015 Notice.


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

21 3.1 Covered Products: After the Effective Date, Defendants and H Mart stores shall
22 not sell, offer for sale in California, or ship for sale in California any Covered Products without a
23 Proposition 65 warning unless the level of the Listed Chemical in such Covered Products does
24 not exceed more than 75 parts per billion ("ppb"). For any Covered Products that exceed 75 ppb
25 of the Listed Chemical and that are sold in California after the Effective Date, Defendants must
26 provide a Proposition 65 compliant warning for the Covered Products as set forth below. Any
27 warning provided pursuant to this section shall be provided by retail store signage, on the
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1 labeling of, affixed to the packaging of, or directly on, the Covered Products, and be prominently
2 placed with such conspicuousness as compared with other words, statements, designs, or devices
3 as to render it likely to be read and understood by an ordinary individual under customary
4 conditions before purchase or use. The Parties agree that warnings stating that:

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

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

10  [California Proposition 65] **WARNING:** Cancer and Reproductive Harm
11 www.P65Warnings.ca.gov.

12 shall constitute compliance with Proposition 65 with respect to the alleged Listed Chemical in
13 the Covered Products, distributed and/or sold by the Defendants after the Effective Date.

14 Language in brackets is optional. For the third warning it may only be used on the Covered
15 Product label or packaging.

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17 **4. SETTLEMENT PAYMENT**

18 4.1 **Payment and Due Date:** Within ten (10) days of the Effective Date, Defendants
19 shall collectively pay a total of seventy thousand dollars and zero cents (\$70,000) in full and
20 complete settlement of any and all claims against them for civil penalties, damages, attorney's
21 fees, expert fees, investigative expenses, or any other claim for costs, expenses or monetary relief
22 of any kind that were or could have been asserted in the Notice or Complaint as follows:

23 4.1.1 **Civil Penalty:** Defendants shall collectively be responsible for issuing
24 two separate checks totaling two thousand eight hundred and sixty dollars (\$2,860) as civil
25 penalties pursuant to Health & Safety Code § 25249.12:

26 (a) Defendants will collectively issue one check made payable to the State
27 of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount
28 of two thousand one hundred and forty-five dollars (\$2,145) representing 75% of the total civil

1 penalty and Defendants will collectively issue a second check to CAG in the amount of seven
2 hundred and fifteen dollars (\$715) representing 25% of the total civil penalty;

3 (b) Separate 1099s shall be issued for each of the above payments:

4 Defendants will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
5 0284486) in the amount of \$2,145. Defendants will also issue a 1099 to CAG in the amount of
6 \$715 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite
7 240W, Beverly Hills, California 90212.

8 4.1.2 **Additional Settlement Payments:** Defendants shall collectively make a
9 separate payment, in the amount of two thousand one hundred and forty dollars (\$2,140) by
10 check payable to CAG as an additional settlement payment to "Consumer Advocacy Group,
11 Inc." pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title
12 11 § 3203(d). CAG will use this payment as follows: eighty five percent (85%) for fees of
13 investigation, purchasing and testing of consumer products for Proposition 65 listed chemicals in
14 various products, and for expert fees for evaluating exposures through various mediums,
15 including but not limited to consumer product, occupational, and environmental exposures to
16 Proposition 65 listed chemicals, and the cost of hiring consulting and retaining experts who assist
17 with the extensive scientific analysis necessary for those files in litigation and to offset the costs
18 of future litigation enforcing Proposition 65 but excluding attorney fees; fifteen percent (15%)
19 for administrative costs incurred during investigation and litigation to reduce the public's
20 exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to
21 be responsible for such exposures and attempting to persuade those persons and/or entities to
22 reformulate their products or the source of exposure to completely eliminate or lower the level of
23 Proposition 65 listed chemicals including but not limited to costs of documentation and tracking
24 of products investigated, storage of products, website enhancement and maintenance, computer
25 and software maintenance, investigative equipment, CAG's member's time for work done on
26 investigations, office supplies, mailing supplies and postage. Within 30 days of a request from
27 the Attorney General, CAG shall provide to the Attorney General copies of documentation
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1 demonstrating how the above funds have been spent. CAG shall be solely responsible for
2 ensuring the proper expenditure of such additional settlement payment.

3 **4.1.3 Reimbursement of Attorney's Fees and Costs:** Defendants shall
4 collectively pay a total of sixty-five thousand dollars (\$65,000) payable to "Yeroushalmi &
5 Yeroushalmi" as complete reimbursement for any and all reasonable investigation fees and costs,
6 attorneys' fees, expert fees, and any and all other costs and expenses incurred as a result of
7 investigating, bringing this matter to Defendants' attention, litigating, and negotiating a
8 settlement in the public interest and seeking and obtaining court approval of this Consent
9 Judgment.

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

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

18 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
19 behalf of itself and in the public interest, and Defendants and their officers, directors, insurers,
20 employees, parents, shareholders, divisions, subdivisions, stores, subsidiaries, partners, affiliates,
21 sister companies, and their successors and assigns, and each such entity who sold the Covered
22 Products in California ("Defendant Releasees"), and also from each entity whom Defendant
23 Releasees directly or indirectly purchased the Covered Products, including, but not limited to,
24 manufacturers, importers, distributors, wholesalers, and their successors and assigns who
25 distribute or sell the Covered Products to H Mart, including SAJO DAERIM CORP., DAERIM
26 CORPORATION, and SAJO INDUSTRIES CO., LTD ("Upstream Defendant Releasees"), of all
27 claims for actual or alleged violations of Proposition 65 for alleged exposures to the Listed
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1 Chemical from the Covered Products manufactured, distributed or sold by Defendants up
2 through the Effective Date as set forth in the Notice and the Complaint. Defendants', and
3 Defendant Releasees,' including Upstream Defendant Releasees,' compliance with this Consent
4 Judgment shall constitute compliance with Proposition 65 with respect to alleged exposure to the
5 Listed Chemical from the Covered Products manufactured, distributed or sold by Defendant
6 Releasees or Upstream Defendant Releasees after the Effective Date. Nothing in this Section
7 affects CAG's right to commence or prosecute an action under Proposition 65 against any person
8 other than the Defendants, Defendant Releasees and/or Upstream Defendant Releasees.

9 (Defendants, Defendant Releasees and Upstream Defendant Releasees herein referred to as
10 "Released Parties").

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,
15 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
16 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,
17 fixed or contingent (collectively "Claims"), against the Released Parties arising from any
18 violation of Proposition 65 or any other statutory or common law claim related to Covered
19 Products manufactured, distributed or sold by the Released Parties through the Effective Date.
20 regarding the failure to warn about exposure to the Lead from the Covered Products. In
21 furtherance of the foregoing, as to alleged exposures to Lead from the Covered Products, CAG
22 on behalf of itself only, hereby waives any and all rights and benefits which it now has, or in the
23 future may have, conferred upon it with respect to Claims related to Covered Products
24 manufactured, distributed or sold by the Released Parties through the Effective Date arising from
25 violation of Proposition 65, or any other statutory or common law regarding the failure to warn
26 about exposure to the Lead from the Covered Products by virtue of the provisions of section
27 1542 of the California Civil Code, which provides as follows:
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1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
2 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
3 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
4 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
5 OR HER SETTLEMENT WITH THE DEBTOR.

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

21 **6. ENFORCEMENT OF JUDGMENT**

22 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
23 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
24 California, Los Angeles County, giving the notice required by law, enforce the terms and
25 conditions contained herein. A Party may enforce any of the terms and conditions of this
26 Consent Judgment only after that Party first provides 90-days' notice to the Party allegedly
27 failing to comply with the terms and conditions of this Consent Judgment and attempts to resolve
28 such Party's failure to comply in an open and good faith manner.

1 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
2 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of
3 Violation (“NOV”) to Defendants. The NOV shall include for each of the Covered Products: (a)
4 the name of the Covered Product; (b) specific dates when the Covered Product was sold in
5 California; (c) the store or other place at which the Covered Product was available for sale to
6 consumers; and (d) any other evidence or other support for the allegations in the NOV.

7 6.2.1 **Non-Contested NOV.** CAG shall take no further action of any kind
8 regarding the alleged violation, and Defendant Releasees shall owe no monetary payment
9 of any kind, if, within 60 days of receiving such NOV, Defendants serve a Notice of
10 Election (“NOE”) meeting one of the following conditions:

11 (a) The NOE contains a statement that the Covered Products were
12 manufactured or shipped by Defendant(s) for sale in California before the Effective Date,
13 or

14 (b) The NOE contains a statement that since receiving the NOV
15 Defendants have taken corrective action by either: (i) taking all steps necessary to bring
16 the sale of the product into compliance under the terms of this Consent Judgment; or (ii)
17 requesting that their customers or stores in California, as applicable, remove the Covered
18 Products identified in the NOV from sale in California and destroy or return the Covered
19 Products to Defendants or vendors, as applicable; or (iii) refute the information provided
20 in the NOV.

21 6.2.2 **Contested NOV.** Defendants may serve a Notice of Election (“NOE”)
22 informing CAG of their election to contest the NOV within 60 days of receiving the
23 NOV.

24 (a) In their election, Defendants may request that the sample(s) of
25 Covered Products tested by CAG be subject to confirmatory testing at an EPA-or other
26 accredited laboratory.
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1 (b) If the confirmatory testing establishes that the Covered Products do
2 not contain the Listed Chemical in excess of the levels allowed in Section 3.1 above,
3 CAG shall take no further action regarding the alleged violation. If the testing does not
4 establish compliance with Section 3.1 above, Defendants may withdraw their NOE to
5 contest the violation and may serve a new NOE pursuant to Section 6.2.1.

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

9 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the
10 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11 **7. ENTRY OF CONSENT JUDGMENT**

12 7.1 CAG shall file a motion seeking Court approval of this Consent Judgment
13 pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment,
14 CAG and Defendants waive their respective rights to a hearing, trial or appeal on the allegations
15 in the Notice or the Complaint.

16 7.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent
17 Judgment and any and all prior agreements between the Parties merged herein shall terminate
18 and become null and void, and the action shall revert to the status that existed prior to the
19 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
20 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
21 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
22 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
23 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

24 7.4 To the extent it has not already done so, CAG will file a request for a dismissal,
25 without prejudice, for all defendants in the Complaint who are not a party to this Consent
26 Judgment but are Upstream Defendant Releasees, within ten (10) days of the Effective Date.
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1 **8. MODIFICATION OF JUDGMENT**

2 8.1 This Consent Judgment may be modified only upon written agreement of the
3 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
4 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

5 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
6 meet and confer with the other Party for at least a period of 30 days prior to filing a motion to
7 modify the Consent Judgment.

8 **9. RETENTION OF JURISDICTION**

9 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
10 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

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

12 10.1 CAG shall serve a copy of this Consent Judgment, signed by both Parties, on the
13 California Attorney General so that the Attorney General may review this Consent Judgment
14 prior to its submittal to the Court for approval. No sooner than forty-five (45) days after the
15 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may
16 then submit it to the Court for approval.

17 **11. ATTORNEY FEES**

18 11.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its
19 own attorneys' fees and costs in connection with the claims resolved in this this action.

20 **12. ENTIRE AGREEMENT**

21 12.1 This Consent Judgment contains the sole and entire agreement and understanding
22 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
23 negotiations, commitments and understandings related hereto. No representations, oral or
24 otherwise, express or implied, other than those contained herein have been made by any Party
25 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
26 deemed to exist or to bind any of the Parties.
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1 **13. GOVERNING LAW**

2 13.1 The validity, construction and performance of this Consent Judgment shall be
3 governed by the laws of the State of California, without reference to any conflicts of law
4 provisions of California law.

5 13.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
6 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
7 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
8 rendered inapplicable by reason of law generally as to the Covered Products, then Defendants
9 subject to this Consent Judgment may provide written notice to CAG of any asserted change in
10 the law, and shall have no further obligations pursuant to this Consent Judgment with respect to,
11 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment
12 shall be interpreted to relieve Defendants from any obligation to comply with any pertinent state
13 or federal law or regulation.

14 13.3 The Parties, including their counsel, have participated in the preparation of this
15 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
16 Consent Judgment was subject to revision and modification by the Parties and has been accepted
17 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty
18 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a
19 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent
20 Judgment agrees that any statute or rule of construction providing that ambiguities are to be
21 resolved against the drafting Party should not be employed in the interpretation of this Consent
22 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

23 **14. EXECUTION AND COUNTERPARTS**

24 14.1 This Consent Judgment may be executed in counterparts and by means of
25 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
26 one document and have the same force and effect as original signatures.
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1 **15. NOTICES**

2 15.1 Any notices under this Consent Judgment shall be by personal delivery of First
3 Class Mail.

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5 If to CAG:

6 Yeroushalmi & Yeroushalmi
7 9100 Wilshire Boulevard, Suite 240W
8 Beverly Hills, CA 90212
9 (310) 623-1926

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

11 General Counsel
12 H Mart Companies, Inc.
13 300 Chubb Avenue,
14 Lyndhurst, NJ 07071

15 With copy to:

16 J. Robert Maxwell, Esq.
17 ROGERS JOSEPH O'DONNELL
18 A Professional Law Corporation
19 311 California Street, 10th Fl.
20 San Francisco, CA 94104

21 **16. AUTHORITY TO STIPULATE**

22 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
23 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf
24 of the party represented and legally to bind that party.

25 AGREED TO:

26 Date: 05/23, 2018

27 Michael Marcus

28 Name: Michael Marcus

Title: Director
CONSUMER ADVOCACY GROUP,
INC.

AGREED TO:

Date: May 23, 2018

Ilyeon Kwon

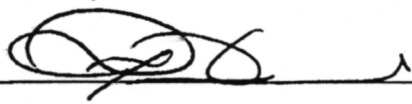
Name: Ilyeon Kwon

Title: CFO
H MART, INC.

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AGREED TO:

Date: May 23, 2018



Name: Ziyun Knou

Title: President

H MART COMPANIES, INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT