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10 Attorneys for Plaintiffs,  
11 Consumer Advocacy Group, Inc.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 CONSUMER ADVOCACY GROUP, INC.,  
15 in the public interest,

16 Plaintiff,

17 v.

18 TAK SHING HONG, INC., AKA T.S.  
19 EMPORIUM, a California Corporation;  
20 FOUR SEAS MERCANTILE LIMITED, a  
21 business entity form unknown; FOUR SEAS  
22 GROUP, a business entity form unknown;  
23 FOUR SEAS MERCANTILE HOLDINGS  
24 LIMITED, a business entity form unknown;  
25 NICO-NICO FOODS (S) PTE LTD, a  
26 business entity form unknown; NICO-NICO  
27 NORI INC., a business entity form unknown;  
28 NICO-NICO NORI, a business entity form  
unknown; AKITA TRADING CO., LTD., a  
business entity form unknown; WELL LUCK  
CO., INC., a New Jersey Corporation; ROM  
AMERICA, INC., a California Corporation;  
and DOES 1-30

Defendants.

CASE NO. BC640058

**CONSENT JUDGMENT [PROPOSED]**

Health & Safety Code § 25249.5 *et seq.*

Dept. 14

Judge: Hon. Terry Green

Complaint filed: November 7, 2016

1 **1. INTRODUCTION**

2 1.1 This Consent Judgment is entered into by and between plaintiff, Consumer  
3 Advocacy Group, Inc. (referred to as "CAG") acting on behalf of itself and in the interest of the  
4 public, and defendant, ROM AMERICA, INC. (referred to as "Defendant") with each a Party to  
5 the action and collectively referred to as "Parties."

6 1.2 CAG is a California corporation that serves as a private enforcer of the Safe  
7 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.6  
8 et seq. ("Proposition 65"), as described in Proposition 65 and the regulations of the Attorney  
9 General of California at 11 Cal. Code Regs. § 3000 et seq.

10 1.3 Defendant is a California corporation which employ ten or more persons. For  
11 purposes of this Consent Judgment, Defendants are deemed a person in the course of doing  
12 business in California and are subject to the provisions of the Safe Drinking Water and Toxic  
13 Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. ("Proposition  
14 65").

15 **1.4 Chemicals Of Concern**

16 1.4.1 Lead and Lead Compounds ("Lead") are known to the State of California  
17 to cause cancer and birth defects or other reproductive harm.

18 **1.5 Notices of Violation.**

19 1.5.1 On December 31, 2015, CAG served Tak Shing Hong, Inc., Four Seas  
20 Mercantile Limited, Four Seas Group, Four Seas Mercantile Holdings Limited, Nico-Nico Foods  
21 (S) PTE LTD, Nico-Nico Nori Inc, Nico-Nico Nori, and various public enforcement agencies  
22 with a document entitled dated December 31, 2015 "60-Day Notice of Violation" ("December  
23 31, 2015 Notice"), Attorney General number AG2015-01349, that provided the recipients with  
24 notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in  
25 California of exposures to Lead contained in dried seaweed. No public enforcer has commenced  
26 or diligently prosecuted the allegations set forth in the December 31, 2015 Notice.  
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1           1.5.2 On May 13, 2016 CAG served Rom America, Inc., Tak Shing Hong, Inc.,  
2 and various public enforcement agencies with a document entitled “60-Day Notice of Violation”  
3 (“May 13, 2016 Notice”), Attorney General number AG2016-00452, that provided the recipients  
4 with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn  
5 individuals in California of exposures to Lead contained in seaweed. No public enforcer has  
6 commenced or diligently prosecuted the allegations set forth in the May 13, 2016 Notice.

7           1.5.3 On March 14, 2017 CAG served Tak Shing Hong, Inc., Four Seas  
8 Mercantile Limited, Four Seas Group, Four Seas Mercantile Holdings Limited, Nico-Nico Foods  
9 (S) Pte Ltd, Nico-Nico Nori Inc, Nico-Nico Nori, Kowa Trading Company, Inc., and various  
10 public enforcement agencies with a document entitled “60-Day Notice of Violation” (“March 14,  
11 2017 Notice”), Attorney General number AG2017-00330, that provided the recipients with  
12 notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in  
13 California of exposures to Lead contained in dried seaweed. No public enforcer has commenced  
14 or diligently prosecuted the allegations set forth in the March 14, 2017 Notice.

15           1.5.4 On May 10, 2018 CAG served Tak Shing Hong, Inc., Four Seas  
16 Mercantile Limited, Four Seas Group, Four Seas Mercantile Holdings Limited, Nico-Nico Foods  
17 (S) Pte Ltd, Nico-Nico Nori Inc, Nico-Nico Nori, Kowa Trading Co., Kowa Trading Company,  
18 Inc., Khong Guan Corporation, King Wai Trading, and various public enforcement agencies with  
19 a document entitled “60-Day Notice of Violation” (“May 10, 2018 Notice”), Attorney General  
20 number AG2018-00732, that provided the recipients with notice of alleged violations of Health  
21 & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead  
22 contained in dried seaweed. No public enforcer has commenced or diligently prosecuted the  
23 allegations set forth in the May 10, 2018 Notice.

24           1.5.5 On May 25, 2016 CAG served Rom America, Inc., Hannam Chain USA,  
25 Inc., and various public enforcement agencies with a document entitled “60-Day Notice of  
26 Violation” (“May 25, 2016 Notice”), Attorney General number AG2016-00484, that provided  
27 the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to  
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1 warn individuals in California of exposures to Lead contained in whole cinnamon. No public  
2 enforcer has commenced or diligently prosecuted the allegations set forth in the May 25, 2016  
3 Notice.

4 **1.6 Complaints.**

5 1.6.1 On November 7, 2016, CAG filed a Complaint for civil penalties and  
6 injunctive relief (“BC640058 Complaint”) in Los Angeles Superior Court, Case No.  
7 BC640058, against Defendant. The Complaint among other things, that Defendant  
8 violated Proposition 65 by failing to give clear and reasonable warnings of exposure to  
9 Lead from the Seaweed Covered Products.

10 1.6.2 On October 20, 2016, CAG filed a Complaint for civil penalties and  
11 injunctive relief (“BC638122 Complaint”) in Los Angeles Superior Court, Case No.  
12 BC638122, against Defendant. The Complaint among other things, that Defendant  
13 violated Proposition 65 by failing to give clear and reasonable warnings of exposure to  
14 Lead from the Whole Cinnamon Covered Products.

15 1.6.3 As of the Effective Date, the BC640058 Complaint is deemed to be  
16 amended to include the allegations of violations contained in the BC638122 Complaint,  
17 the March 14, 2017 and the May 1, 2018 Notice. The BC640058 Complaint and  
18 BC638122 Complaint herein referred to as the “Complaints.”

19 **1.7 Consent to Jurisdiction**

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

27 **1.8 No Admission**

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

17 **2. DEFINITIONS**

18 2.1 “Covered Products” means Seaweed Covered Products and Whole Cinnamon  
19 Covered Products sold by Defendant. “Covered Products” are limited to those products which  
20 were subject to the “Notices” served by CAG, and distributed by Defendant, Rom America, Inc.  
21

22 2.2 “Effective Date” means the date that this Consent Judgment is approved by the  
23 Court.

24 2.3 “Lead” means lead and lead compounds.

25 2.4 “Notices” means the December 31, 2015 Notice, February 19, 2016 Notice, April  
26 12, 2016 Notice, May 13, 2016 Notice, March 14, 2017 Notice, May 10, 2018 Notice, and May  
27 25, 2016 Notice sent by CAG.

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- The initials "MM" in blue ink.  
- The initials "R.Y." in blue ink.  
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- The initials "MM" in blue ink below the signature.  
- A large blue signature, possibly "R.Y.", at the bottom.

1           2.5     “Seaweed Covered Products” means seaweed sold by the Defendant which were  
2 subject to the December 31, 2015 Notice, February 19, 2016 Notice, April 12, 2016 Notice, May  
3 13, 2016 Notice, March 14, 2017 Notice, and May 10, 2018 Notice served by CAG.

4           2.6     “Whole Cinnamon Covered Products” means whole cinnamon sold by the  
5 Defendant which were subject to the May 25, 2016 served by CAG.

6 **3.     INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**  
7 **WARNINGS.**

8           3.1     After the Effective Date, Defendant shall provide a clear and reasonable  
9 Proposition 65 warning for Seaweed Covered Products sold, offered for sale, or distributed for  
10 sale by Defendant in California that contain more than 75 parts per billion of Lead.

11           3.2     After the Effective Date, Defendant shall provide a clear and reasonable  
12 Proposition 65 warning for Whole Cinnamon Covered Products sold, offered for sale, or  
13 distributed for sale by Defendant in California that contain more than 600 parts per billion of  
14 Lead.

15           3.3     Any warning provided pursuant to Section 3.1 or 3.2 shall be affixed to the  
16 packaging of, or directly on, the Covered Products, and be prominently placed with such  
17 conspicuousness as compared with other words, statements, designs, or devices as to render it  
18 likely to be read and understood by an ordinary individual under customary conditions before  
19 purchase or use. The warning shall state:  
20

21           **WARNING:** This product contains a chemical known to the State of California  
22 to cause cancer and birth defects or other reproductive harm.

23           3.4     For any Covered Products still existing in Defendant’s inventory as of the  
24 Effective Date, Defendant shall place a Proposition 65 compliant warning on them. Any  
25 warning provided pursuant to this section shall be affixed to the packaging of, or directly on, the  
26 Covered Products, and be prominently placed with such conspicuousness as compared with other  
27 words, statements, designs, or devices as to render it likely to be read and understood by an  
28

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1 ordinary individual under customary conditions before purchase or use. The warning shall state:

2 **WARNING:** This product contains a chemical known to the State of California  
3 to cause cancer and birth defects or other reproductive harm.

4 **4. SETTLEMENT PAYMENT**

5 4.1 **Payment:** Defendants shall pay a total of two hundred and twenty-five thousand  
6 dollars and zero cents (\$225,000.00) in full and complete settlement of all monetary claims by  
7 CAG related to the Notices, as follows:

8 4.1.1 **Civil Penalty:** Defendants shall issue separate checks totaling twenty-five  
9 thousand seven hundred and twenty dollars and zero cents (\$25,720.00) as penalties pursuant to  
10 Health & Safety Code § 25249.12:

11 (a) Defendants will issue a check made payable to the State of California's  
12 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of nineteen  
13 thousand two hundred and ninety dollars (\$19,290.00) representing 75% of the total penalty and  
14 Defendants will issue a check to CAG in the amount of six thousand four hundred and thirty  
15 dollars (\$6,430.00) representing 25% of the total penalty; and

16 (b) Separate 1099s shall be issued for each of the above payments:  
17 Defendants will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-  
18 0284486) in the amount of \$19,290.00. Defendants will also issue a 1099 to CAG c/o  
19 Yeroushalmi & Associates, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California  
20 90212 in the amount of \$6,430.00.

21 4.1.2 **Additional Settlement Payment:** Defendants shall pay nineteen  
22 thousand two hundred and eighty dollars (\$19,280.00) in additional settlement payment to  
23 "Consumer Advocacy Group, Inc." pursuant to Health & Safety Code § 25249.7(b) and  
24 California Code of Regulations, Title 11 § 3203(d). CAG will use this payment as follows,  
25 eighty five percent (85%) for fees of investigation, purchasing and testing for Proposition 65  
26 Listed Chemicals in various products, and for expert fees for evaluating exposures through  
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1 various mediums, including but not limited to consumer product, occupational, and  
2 environmental exposures to Proposition 65 Listed Chemicals, and the cost of hiring consulting  
3 and retaining experts who assist with the extensive scientific analysis necessary for those files in  
4 litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding  
5 attorney fees; fifteen percent (15%) for administrative costs incurred during investigation and  
6 litigation to reduce the public's exposure to Proposition 65 Listed Chemicals by notifying those  
7 persons and/or entities believed to be responsible for such exposures and attempting to persuade  
8 those persons and/or entities to reformulate their products or the source of exposure to  
9 completely eliminate or lower the level of Proposition 65 Listed Chemicals including but not  
10 limited to costs of documentation and tracking of products investigated, storage of products,  
11 website enhancement and maintenance, computer and software maintenance, investigative  
12 equipment, CAG's member's time for work done on investigations, office supplies, mailing  
13 supplies and postage. Within 30 days of a request from the Attorney General, CAG shall provide  
14 to the Attorney General copies of documentation demonstrating how the above funds have been  
15 spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional  
16 settlement payment.

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18 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Defendant shall pay one  
19 hundred and eighty thousand dollars (\$180,000.00) to "Yeroushalmi & Yeroushalmi" as  
20 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs  
21 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, and  
22 negotiating a settlement in the public interest. The check shall be made payable to "Yeroushalmi  
23 & Yeroushalmi" and delivered to Reuben Yeroushalmi, Yeroushalmi & Associates, 9100  
24 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

25 **4.2 Delivery of Payments:**

26 **4.2.1** All payments to OEHHA shall be delivered to: Office of Environmental  
27 Health Hazard Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento,  
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1 California 95812. Defendant shall provide written confirmation to CAG concurrently with  
2 payment to OEHHA.

3 4.2.2 All payments to CAG and Yeroushalmi & Yeroushalmi, shall be delivered  
4 to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W,  
5 Beverly Hills, CA 90212.

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

7 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on  
8 behalf of itself and in the public interest, and Defendant and its officers, directors, insurers,  
9 employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister  
10 companies, and their successors and assigns (“Defendant Releasees”), and each entity to whom  
11 Defendant directly or indirectly distributes or sells the Covered Products, including, but not  
12 limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative  
13 members, licensees, and the successors and assigns of each of them, who may use, maintain,  
14 distribute or sell Covered Products, including but not limited to Tak Shing Hong, Inc. and  
15 Hannam Chain USA, Inc. (“Downstream Defendant Releasees”), for all claims for violations of  
16 Proposition 65 up to the Effective Date based on alleged exposure to Lead from the Covered  
17 Products as set forth in the Notices. Defendant’s and Defendants Releasees’ compliance with  
18 this Consent Judgment shall constitute compliance with Proposition 65 for the Covered Products  
19 with respect to exposure to Lead from the Covered Products. Nothing in this Section affects  
20 CAG’s right to commence or prosecute an action under Proposition 65 against any person other  
21 than Defendant, Defendant Releasees or Downstream Defendant Releasees. Defendant,  
22 Defendant Releasees, and Downstream Defendant Releasees shall collectively be referred to as  
23 the “Released Parties.”  
24

25 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,  
26 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
27 indirectly, any form of legal action and releases all claims, including, without limitation, all  
28 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,

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1 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation  
2 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,  
3 fixed or contingent (collectively "Claims"), against the Released Parties arising from any  
4 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
5 about exposure to Lead from the Covered Products. In furtherance of the foregoing, as to alleged  
6 exposures to Lead from the Covered Products, CAG on behalf of itself only, hereby waives any  
7 and all rights and benefits which it now has, or in the future may have, conferred upon it with  
8 respect to Claims arising from any violation of Proposition 65 or any other statutory or common  
9 law regarding the failure to warn about alleged exposure to Lead the Covered Products by virtue  
10 of the provisions of section 1542 of the California Civil Code, which provides as follows:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
12 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
13 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF  
14 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS  
OR HER SETTLEMENT WITH THE DEBTOR.

15 CAG understands and acknowledges that the significance and consequence of this waiver  
16 of California Civil Code section 1542 is that even if CAG suffers future damages arising out of  
17 or resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
18 violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
19 about alleged exposure to Lead from the Covered Products, including but not limited to any  
20 exposure to, or failure to warn with respect to exposure to Lead from the Covered Products,  
21 CAG will not be able to make any claim for those damages or injunctive relief against the  
22 Released Parties. Furthermore, CAG acknowledges that it intends these consequences for any  
23 such Claims arising from any violation of Proposition 65 or any other statutory or common law  
24 regarding the failure to warn about alleged exposure to Lead from the Covered Products as may  
25 exist as of the date of this release but which CAG does not know exist, and which, if known,  
26 would materially affect their decision to enter into this Consent Judgment, regardless of whether  
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1 their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other  
2 cause.

3 **6. ENFORCEMENT OF JUDGMENT**

4 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties  
5 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of  
6 California, Los Angeles County, giving the notice required by law, enforce the terms and  
7 conditions contained herein. A Party may enforce any of the terms and conditions of this  
8 Consent Judgment only after that Party first provides 90 days notice to the Party allegedly failing  
9 to comply with the terms and conditions of this Consent Judgment and attempts to resolve such  
10 Party's failure to comply in an open and good faith manner.

11 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other  
12 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of  
13 Violation ("NOV") to Defendant. The NOV shall include for each of the Covered Products: the  
14 date(s) the alleged violation(s) was observed and the location at which the Covered Products  
15 were offered for sale, and shall be accompanied by all test data obtained by CAG regarding the  
16 Covered Products, including an identification of the component(s) of the Covered Products that  
17 were tested.

18  
19 6.2.1 **Non-Contested NOV.** CAG shall take no further action regarding the  
20 alleged violation if, within 60 days of receiving such NOV, Defendant serves a Notice of  
21 Election ("NOE") that meets one of the following conditions:

22 (a) The Covered Products were shipped by Defendant for sale in  
23 California before the Effective Date, or

24 (b) Since receiving the NOV Defendant have taken corrective action  
25 by either (i) requesting that its customers or stores in California, as applicable, remove  
26 the Covered Products identified in the NOV from sale in California and destroy or return  
27 the Covered Products to Defendant or vendor, as applicable, or (ii) providing a clear and  
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1 reasonable warning for the Covered Products identified in the NOV pursuant to 27 Cal.  
2 Code Regs. § 25603.

3 6.2.2 **Contested NOV.** Defendant may serve an NOE informing CAG of its  
4 election to contest the NOV within 30 days of receiving the NOV.

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

8 (b) If the confirmatory testing establishes that the Covered Products do  
9 not contain Lead in excess of the levels allowed in Section 3.1 and 3.2, above, CAG shall  
10 take no further action regarding the alleged violation. If the testing does not establish  
11 compliance with Section 3.1 and 3.2, above, Defendants may withdraw its NOE to  
12 contest the violation and may serve a new NOE pursuant to Section 6.2.1.

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

16 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the  
17 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

18 **7. ENTRY OF CONSENT JUDGMENT**

19 7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
20 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG,  
21 Defendants waive their respective rights to a hearing or trial on the allegations of the Complaint.

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

3 **8. MODIFICATION OF JUDGMENT**

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

7 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
8 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

9 **9. RETENTION OF JURISDICTION**

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

12 **10. DUTIES LIMITED TO CALIFORNIA**

13 10.1 This Consent Judgment shall have no effect on Covered Products sold by  
14 Defendants outside the State of California.

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

16 11.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the  
17 California Attorney General so that the Attorney General may review this Consent Judgment  
18 prior to its submittal to the Court for approval. No sooner than forty five (45) days after the  
19 Attorney General has received the aforementioned copy of this Consent Judgment, and in the  
20 absence of any written objection by the Attorney General to the terms of this Consent Judgment,  
21 the parties may then submit it to the Court for approval.

22 **12. ATTORNEY FEES**

23 12.1 Except as specifically provided in Section 4.1.3 and 6.3, each Party shall bear its  
24 own costs and attorney fees in connection with this action.

25 **13. ENTIRE AGREEMENT**

26 13.1 This Consent Judgment contains the sole and entire agreement and understanding  
27 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,  
28

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1 negotiations, commitments and understandings related hereto. No representations, oral or  
2 otherwise, express or implied, other than those contained herein have been made by any party  
3 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
4 deemed to exist or to bind any of the Parties.

5 **14. GOVERNING LAW**

6 14.1 The validity, construction and performance of this Consent Judgment shall be  
7 governed by the laws of the State of California, without reference to any conflicts of law  
8 provisions of California law.

9 14.2 The terms of this Consent Judgment shall be governed by the laws of the State of  
10 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered  
11 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are  
12 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or  
13 rendered inapplicable by reason of law generally as to the Covered Products, then any Defendant  
14 subject to this Consent Judgment may provide written notice to CAG of any asserted change in  
15 the law, and shall have no further obligations pursuant to this Consent Judgment with respect to,  
16 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment  
17 shall be interpreted to relieve a Defendant from any obligation to comply with any pertinent state  
18 or federal law or regulation.

19 14.3 The Parties, including their counsel, have participated in the preparation of this  
20 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
21 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
22 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty  
23 or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a  
24 result of the manner of the preparation of this Consent Judgment. Each Party to this Consent  
25 Judgment agrees that any statute or rule of construction providing that ambiguities are to be  
26 resolved against the drafting Party should not be employed in the interpretation of this Consent  
27 Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

  
  


1 **15. EXECUTION AND COUNTERPARTS**

2 15.1 This Consent Judgment may be executed in counterparts and by means of  
3 facsimile or portable document format (pdf), which taken together shall be deemed to constitute  
4 one document and have the same force and effect as original signatures.

5 **16. NOTICES**

6 16.1 Any notices under this Consent Judgment shall be by personal delivery of First  
7 Class Mail.

8 If to CAG:

9 Reuben Yeroushalmi  
10 9100 Wilshire Boulevard, Suite 240W  
11 Beverly Hills, CA 90212  
(310) 623-1926

12 If to Rom America, Inc.:

13 (insert) Andrew M. Morrow III  
14 Kolecky, Mancini Feldman & Morrow  
15 With a copy to: 3460 Wilshire Blvd 8th floor  
LA CA 90010

16 (insert) N/A

17 **17. AUTHORITY TO STIPULATE**

18 17.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
19 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf  
20 of the party represented and legally to bind that party.  
21

g  
MM  
3

1 AGREED TO:

2 Date: 08/08, 2018

3 Michael Marcus MM

4 Name: Michael Marcus

5 Title: Director  
6 CONSUMER ADVOCACY GROUP,  
7 INC.

AGREED TO:

Date: 8/8/18, 2018

Do Hwan Kim

Name: DOO HWAN KIM

Title: PRESIDENT  
ROM AMERICA, INC.

8 **IT IS SO ORDERED.**

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

JUDGE OF THE SUPERIOR COURT

Handwritten blue squiggle

MM



1 AGREED TO:

2 Date: 08/08, 2018

3 Michael Marcus *MM*

4 Name: Michael Marcus

5 Title: Director  
6 CONSUMER ADVOCACY GROUP,  
7 INC.

AGREED TO:

Date: 8/8, 2018 *h*

~~Andrew M. Morrow~~

Name: Andrew M. Morrow

Title: Counsel at Record  
ROM AMERICA, INC.

8 **IT IS SO ORDERED.**

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

JUDGE OF THE SUPERIOR COURT

*h*  
*MM*  
*(3)*