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

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

9 **COUNTY OF LOS ANGELES**

10 CONSUMER ADVOCACY GROUP, INC.,
11 in the public interest,
12 Plaintiff,
13 v.

14 ARKO FOODS INTERNATIONAL, INC.
DBA ASIAN COMMODITIES COMPANY
15 DBA ARKO FOODS MARKET, a
California Corporation; BARRIO FIESTA
16 MANUFACTURING CORP., a business
entity form unknown; BARRIO FIESTA
17 MANUFACTURING CORPORATION, a
business entity form unknown; BARRIO
18 FIESTA, LLC., a California Limited
Liability Company; SPLASH
19 CORPORATION, a business entity form
unknown; SPLASH HOLDINGS INC., a
20 business entity form unknown; SPLASH
21 FOODS CORPORATION, a business entity
form unknown; NORTHRIDGE FOODS
22 INTERNATIONAL, INC., a California
23 Corporation; ANG. HORTALEZA
CORPORATION, a business entity form
24 unknown; TAKAOKAYA USA, INC., a
25 California Corporation; TAKAOKAYA CO.,
LTD., a business entity form unknown;
26 GIANT UNION CO., INC., a California
27 Corporation; and DOES 1-20;
28 Defendants.

CASE NO. BC643140

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

Dept. 50

Judge: Teresa Beaudet

Complaint filed: December 08, 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 Defendants Arko Foods International, Inc. DBA Asian Commodities Company DBA
5 Arko Foods Market (“Arko”), Takaokaya USA, Inc. (“Takaokaya”), Takaokaya Co., Ltd., (c
6 “Takaokaya Japan”) and Giant Union Co., Inc. (“GU”) (collectively “Defendants”) with each a
7 Party to the action and collectively referred to as “Parties.”

8 **1.2 Defendant and Products**

9 1.2.1 Arko is a California corporation which employs ten or more persons. For
10 purposes of this Consent Judgment, Arko is deemed a person in the course of doing business in
11 California and subject to the provisions of the Safe Drinking Water and Toxic Enforcement Act of
12 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition 65”).

13 1.2.2 Takaokaya is a California corporation which employs ten or more persons.
14 For purposes of this Consent Judgment, Takaokaya is deemed a person in the course of doing
15 business in California and subject to the provisions of Proposition 65. Takaokaya Japan is the
16 Japan-based parent company of Takaokaya.

17 1.2.3 GU is a California corporation which employs ten or more persons. For
18 purposes of this Consent Judgment, GU is deemed a person in the course of doing business in
19 California and subject to the provisions of Proposition 65.

20 1.2.4 Defendants manufacture, causes to be manufactured, sells, or distributes
21 Dried Seaweed and Shrimp Paste

22 **1.3 Chemical of Concern**

23 Lead and lead compounds (“Lead”) and cadmium and cadmium compounds (“Cadmium”),
24 which are known to the State of California to cause cancer and/or birth defects or other
25 reproductive harm.
26

27 **1.4 Notices of Violation.**

1 1.4.1 On or about June 3, 2016, CAG served Arko, other entities, 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” (“Notice 1”)
4 that provided the recipients with notice of alleged violations of Health & Safety Code §
5 25249.6 for failing to warn individuals in California of exposures to Lead contained in
6 Shrimp Paste sold by Arko. No public enforcer has commenced or diligently prosecuted
7 the allegations set forth in Notice 1.

8 1.4.2 On or about July 22, 2016, CAG served Defendants and various public
9 enforcement agencies with a document titled “60-Day Notice of Intent to Sue for Violation
10 of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“Notice 2”) that
11 provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6
12 for failing to warn individuals in California of exposures to Lead and Cadmium contained
13 in Dried Seaweed sold by Defendants. No public enforcer has commenced or diligently
14 prosecuted the allegations set forth in Notice 2.

15 **1.5 Complaints.**

16 1.5.1 On December 8, 2016, CAG filed a Complaint for civil penalties and
17 injunctive relief (“Complaint”) in Los Angeles County Superior Court, Case No.
18 BC643140, against Defendants. The Complaint alleges, among other things, that
19 Defendants violated Proposition 65 by failing to give clear and reasonable warnings of
20 exposure to Lead and Cadmium from the Covered Products.

21 1.5.2 Nothing in this Consent Judgment is to be interpreted to release any claims of
22 the Parties in Los Angeles County Superior Court, Case No. BC634011.

23 **1.6 Consent to Jurisdiction**

24 For purposes of this Consent Judgment, the Parties stipulate that this Court has
25 jurisdiction over the allegations of violations contained in the Complaint and personal
26 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the
27 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a
28

1 full settlement and resolution of the allegations contained in the Complaint and of all claims
2 which were or could have been raised by any person or entity based in whole or in part, directly
3 or indirectly, on the facts alleged therein or arising therefrom or related thereto.

4 **1.7 No Admission**

5 This Consent Judgment resolves claims that are denied and disputed. The Parties enter
6 into this Consent Judgment pursuant to a full and final settlement of any and all claims between
7 the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment
8 shall be construed as an admission by the Parties of any material allegation of the Complaint, any
9 fact, conclusion of law, issue of law or violation of law, including without limitation, any
10 admission concerning any violation of Proposition 65 or any other statutory, regulatory, common
11 law, or equitable doctrine, or the meaning of the terms “knowingly and intentionally expose” or
12 “clear and reasonable warning” as used in Health and Safety Code section 25249.6. Nothing in
13 this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an
14 admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of
15 fault, wrongdoing, or liability by any Defendants, its officers, directors, employees, or parent,
16 subsidiary or affiliated corporations, or be offered or admitted as evidence in any administrative
17 or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this
18 Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the
19 Parties may have in any other or future legal proceeding, except as expressly provided in this
20 Consent Judgment.
21

22 **2. DEFINITIONS**

23 2.1 “Covered Products” means:

24 2.1.1 Dried Seaweed, which includes but is not limited to, “Tezukuri Edomae
25 Yakinori”; UPC is not provided. The packaging is clear plastic with black and white
26 Japanese characters and images of sushi on the front and back,” sold only by
27 Defendants.
28

1 2.1.2 Shrimp Paste, which includes but is not limited to, “Export Quality”; “Barrio
2 Fiesta®”; “Sautéed Shrimp Paste Sweet/Douce” Net Wt. 250g (8.8oz); “Product of the
3 Philippines”; “Manufactured by Barrio Fiesta Manufacturing Corporation”; “A Quality Product
4 of Splash Foods Corporation”; UPC: 7 37552 87408 6; “Export Quality”; “Barrio Fiesta®”;
5 “Sautéed Shrimp Paste Regular/Regulier” Net Wt. 250g (8.8oz); “Product of the Philippines”;
6 “Manufactured by Barrio Fiesta Manufacturing Corporation”; “A Quality Product of Splash Foods
7 Corporation”; UPC: 7 37552 87403 9; “Export Quality”; “Barrio Fiesta®”; “Sautéed Shrimp Paste
8 Spicy/Épicé” Net Wt. 250g (8.8oz); “Product of the Philippines”; “Manufactured by Barrio Fiesta
9 Manufacturing Corporation”; “A Quality Product of Splash Foods Corporation”; UPC: 7 37552
10 87045 3 sold only by Defendants.

11 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
12 Court.

13 2.3 “Lead” means lead and lead compounds.

14 2.4 “Cadmium” means cadmium and cadmium compounds.

15 2.5 “Notices” means the Notice 1 and Notice 2.

16
17 **3. INJUNCTIVE RELIEF & CLEAR AND REASONABLE WARNINGS.**

18 3.1 After the Effective Date, Defendants shall not sell, offer for sale in California, or
19 ship for sale in California any Covered Products unless Defendants have either reformulated the
20 Shrimp Paste to the point where the level of Lead does not exceed more than 40 ppb (parts per
21 billion) and the Dried Seaweed to the point where the level of Lead does not exceed more than
22 75 ppb and level of Cadmium does not exceed more than 85 ppb, or if the Covered Products
23 exceed the above levels, Defendants may sell, offer for sale in California, or ship for sale in
24 California so long as the Covered Products contain a Proposition 65 compliant warning. 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 ordinary individual under customary conditions before purchase or use. The Parties agree that

1 product labeling stating that:

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

4 shall constitute compliance with Proposition 65 with respect to the Lead and/or Cadmium in the
5 Covered Products distributed and/or sold by the Defendants after the Effective Date.

6 3.2 Takaokaya will make a good faith effort to source Dried Seaweed from areas with
7 less contamination.

8 **4. SETTLEMENT PAYMENT**

9 4.1 **Payment and Due Date:** Defendants shall pay a total of one hundred and thirty
10 thousand dollars and zero cents (\$130,000) in full and complete settlement of all monetary claims
11 by CAG related to the Notices and is due fifteen (15) days after the Effective Date. Payment is
12 divided as follows:

13 4.1.1 **Civil Penalty:** Defendants shall issue two separate checks totaling eleven
14 thousand and four hundred thirty dollars (\$11,430.00) as penalties pursuant to Health & Safety
15 Code § 25249.12:

16 (a) Defendants will issue one check made payable to the State of
17 California's Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of
18 eight thousand five hundred and seventy-two dollars and fifty cents (\$8,572.50) representing 75%
19 of the total penalty and Defendants will issue a second check to CAG in the amount of two
20 thousand eight hundred and fifty-seven dollars and fifty cents (\$2,857.50) representing 25% of the
21 total penalty;

22 (b) Separate 1099s shall be issued for each of the above payments:
23 Defendants will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
24 0284486) in the amounts of \$8,572.50. Defendants will also issue a 1099 to CAG in the amount
25 of \$2,857.50 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard,
26 Suite 240W, Beverly Hills, California 90212.

1 **4.1.2 Additional Settlement Payments:** Defendants shall pay eight thousand
2 five hundred and seventy dollars (\$8,570.00) as additional settlement payments to “Consumer
3 Advocacy Group, Inc.” pursuant to Health & Safety Code § 25249.7(b) and California Code of
4 Regulations, Title 11 § 3203(d). CAG will use this payment as follows, seventy percent (70%) for
5 fees of investigation, purchasing and testing for Proposition 65 listed chemicals in various products
6 including candies, and for expert fees for evaluating exposures through various mediums,
7 including but not limited to consumer product, occupational, and environmental exposures to
8 Proposition 65 listed chemicals, and the cost of hiring consulting and retained experts who assist
9 with the extensive scientific analysis necessary for those files in litigation; twenty percent (20%)
10 for administrative costs incurred during the investigation and litigation to reduce the public’s
11 exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to
12 be responsible for such exposures and attempting to persuade those persons and/or entities to
13 reformulate their products or the source of exposure to completely eliminate or lower the level of
14 Proposition 65 listed chemicals including but not limited to costs of documentation and tracking
15 of products investigated, storage of products, website enhancement and maintenance, computer
16 and software maintenance, investigative equipment, CAG’s member’s time for work done on
17 investigations, office supplies, mailing supplies and postage; and ten percent (10%) to offset the
18 costs of future litigation enforcing Proposition 65 but excluding attorney fees, thereby addressing
19 the same public harm as allegedly in the instant Action. Within 30 days of a request from the
20 Attorney General, CAG shall provide to the Attorney General copies of documentation
21 demonstrating how the above funds have been spent.
22

23 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Defendants shall pay one
24 hundred and ten thousand dollars (\$110,000.00) payable to “Yeroushalmi & Yeroushalmi” as
25 reimbursement for reasonable investigation fees and costs, attorneys’ fees, and any other costs
26 incurred as a result of investigating, bringing this matter to Defendants’ attention, litigating, and
27 negotiating a settlement in the public interest.
28

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

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 Defendants and their officers, directors, attorneys,
9 insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners,
10 affiliates, sister companies, and their successors and assigns (“Defendant Releasees”) as to the
11 Covered Products and any other person in the course of doing business, and the successors and
12 assigns of any of them, who may use, maintain, distribute or sell Shrimp Paste (“Downstream
13 Defendant Releasees”), for all claims for violations of Proposition 65 up through the Effective
14 Date based on exposure to Lead from Shrimp Paste as set forth in the Notices. Defendants’ and
15 Defendant Releasees’ compliance with this Consent Judgment shall constitute compliance with
16 Proposition 65 with respect to exposure to Lead and/or Cadmium from Covered Products. Nothing
17 in this Section affects CAG’s right to commence or prosecute an action under Proposition 65
18 against any person other than Defendants, Defendant Releasees or Downstream Defendant
19 Releasees. (Defendants, Defendant Releasees or Downstream Defendant Releasees herein
20 referred to as “Released Parties”)

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

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

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

2 6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties
3 hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of
4 California, Los Angeles County, giving the notice required by law, enforce the terms and
5 conditions contained herein. A Party may enforce any of the terms and conditions of this Consent
6 Judgment only after that Party first provides 90-days notice to the Party allegedly failing to comply
7 with the terms and conditions of this Consent Judgment and attempts to resolve such Party’s failure
8 to comply in an open and good faith manner.

9 6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other
10 proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of Violation
11 (“NOV”) to Defendants. The NOV shall include for each of the Covered Products: Any notice to
12 Defendants must contain (a) the name of the product, (b) specific dates when the product was sold
13 in California, (c) the store or other place at which the product was available for sale to consumers,
14 and (d) any other evidence or other support for the allegations in the notice.

15 6.2.1 **Non-Contested NOV.** CAG shall take no further action regarding the
16 alleged violation if, within 60 days of receiving such NOV, Defendants serve a Notice of
17 Election (“NOE”) that meets one of the following conditions:

18 (a) The Covered Products were shipped by Defendants for sale in
19 California before the Effective Date, or

20 (b) Since receiving the NOV, Defendants has taken corrective action by
21 either (i) take all steps necessary to bring the sale of the product into compliance under the
22 terms of this Consent Judgment, or (ii) requesting that its customers or stores in California,
23 as applicable, remove the Covered Products identified in the NOV from sale in California
24 and destroy or return the Covered Products to Defendants or vendor, as applicable, or (iii)
25 refute the information provided in paragraph 6.2.

26 6.2.2 **Contested NOV.** Defendants may serve a Notice of Election (“NOE”)
27 informing CAG of its election to contest the NOV within 30 days of receiving the NOV.
28

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

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

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

11 6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the
12 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

13 **7. ENTRY OF CONSENT JUDGMENT**

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

17 7.2 The Parties will make a good faith effort to finalize this Consent Judgment.

18 7.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent
19 Judgment and any and all prior agreements between the parties merged herein shall terminate and
20 become null and void, and the actions shall revert to the status that existed prior to the execution
21 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
22 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
23 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,
24 or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to
25 modify the terms of the Consent Judgment and to resubmit it for approval.
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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 prior to filing a motion to modify the Consent Judgment.

7 **9. RETENTION OF JURISDICTION**

8 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms
9 of this Consent Judgment under Code of Civil Procedure § 664.6.

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

11 10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the
12 California Attorney General so that the Attorney General may review this Consent Judgment prior
13 to its submittal to the Court for approval. No sooner than forty five (45) days after the Attorney
14 General has received the aforementioned copy of this Consent Judgment, the parties may then
15 submit it to the Court for approval.

16 **11. ATTORNEY FEES**

17 11.1 Except as specifically provided in Sections 4.1.3 and 6.3, each Party shall bear its
18 own attorneys' fees and costs in connection with this action.

19 **12. ENTIRE AGREEMENT**

20 12.1 This Consent Judgment contains the sole and entire agreement and understanding
21 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
22 negotiations, commitments and understandings related hereto. No representations, oral or
23 otherwise, express or implied, other than those contained herein have been made by any party
24 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
25 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 provisions
4 of California law.

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

15 13.3 The Parties, including their counsel, have participated in the preparation of this
16 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
17 Consent Judgment was subject to revision and modification by the Parties and has been accepted
18 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
19 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
20 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
21 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
22 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
23 this regard, the Parties hereby waive California Civil Code § 1654.
24

25 **14. EXECUTION AND COUNTERPARTS**

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

1 **15. NOTICES**

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

4
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 Defendant:

11 Michael Hambly
12 THE FOOD LAWYERS
13 1880 Century Park East, Suite 611
14 Los Angeles, CA 90067
15 (310) 556-0721

16 If to Arko:

17 Greg Ozhekim
18 OZ LAW GROUP, INC.
19 21650 Oxnard Street, Suite 500
20 Woodlands Hills, CA 91367
21 (818) 712-9000

22 **16. AUTHORITY TO STIPULATE**

23 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
24 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
25 the party represented and legally to bind that party.
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27
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1 AGREED TO:

2 Date: 09/27, 2018


3 

4 Name: Michael Marcus

5 Title: Director
6 CONSUMER ADVOCACY GROUP, INC.

AGREED TO:

Date: Sept. 27, 2018



Name: SUSIE FUNK

Title: CFO
ARKO FOODS INTERNATIONAL
CORPORATION DBA ASIAN COMMODITIES
COMPANY DBA ARKO FOODS MARKET

8 AGREED TO:

9 Date: _____, 2018

10 _____

11 Name: _____

12 Title: _____
13 TAKAOKAYA CO., LTD

AGREED TO:

Date: 9/27, 2018



Name: HIROCHIKA TSUIDO

Title: PRESIDENT
TAKAOKAYA USA, INC.

14 AGREED TO:

15 Date: _____, 2018

16 _____

17 Name: _____

18 Title: _____
19 GIANT UNION CO., LTD

20 **IT IS SO ORDERED.**


21 Date: _____

22 _____
23 JUDGE OF THE SUPERIOR COURT

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AGREED TO:

Date: 09/27, 2018



Name: Michael Marcus

Title: Director
CONSUMER ADVOCACY GROUP, INC.

AGREED TO:

Date: Sept. 27, 2018



Name: SUSIE FUNK

Title: CFO
ARKO FOODS INTERNATIONAL
CORPORATION DBA ASIAN COMMODITIES
COMPANY DBA ARKO FOODS MARKET

AGREED TO:

Date: 10/2, 2018



Name: NORIO TAKAOKA

Title: PRESIDENT
TAKAOKAYA CO., LTD

AGREED TO:

Date: 9/27, 2018



Name: HIROCHIKA TSUJIDO

Title: PRESIDENT
TAKAOKAYA USA, INC.

AGREED TO:

Date: _____, 2018

Name: _____

Title: _____
GIANT UNION CO., LTD

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

1 AGREED TO:

2 Date: 09/27, 2018

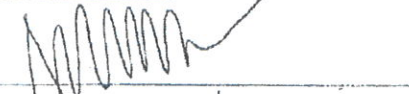
3 

4 Name: Michael Marcus

5 Title: Director
6 CONSUMER ADVOCACY GROUP, INC.

AGREED TO:

Date: Sept. 27, 2018



Name: SUSIE FUNK

Title: CFO
7 ARKO FOODS INTERNATIONAL
8 CORPORATION DBA ASIAN COMMODITIES
9 COMPANY DBA ARKO FOODS MARKET

8 AGREED TO:

9 Date: _____, 2018


10 _____

11 Name: _____

12 Title: _____
13 TAKAOKAYA CO., LTD

AGREED TO:

Date: 9/27, 2018

10 

11 Name: HIROCHIKA TSUJIDO

12 Title: PRESIDENT
13 TAKAOKAYA USA, INC.

14 AGREED TO:

15 Date: 10/11, 2018

16 

17 Name: DAMON CHIY

18 Title: President
19 GIANT UNION CO., LTD

20 IT IS SO ORDERED.

21 Date: _____

22 JUDGE OF THE SUPERIOR COURT