

SETTLEMENT AGREEMENT
BETWEEN
CONSUMER ADVOCACY GROUP, INC.
AND
GOLDEN STATE LOGISTICS, INC.

Consumer Advocacy Group, Inc. (“CAG”) and Golden State Logistics, Inc. (hereto referred to as “GOLDEN STATE”), (CAG and GOLDEN STATE collectively referred to as, the “Parties”) enter into this agreement (“Settlement Agreement”) for the purpose of avoiding prolonged and costly litigation to settle CAG’s allegations that GOLDEN STATE violated Proposition 65. The effective date of this Settlement Agreement shall be the date upon which it is fully executed by all Parties hereto (the “Effective Date”).

1.0 Introduction

1.1 CAG is a California-based entity that seeks to promote awareness of exposures to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer and industrial products.

1.2 GOLDEN STATE previously sold, at various times, Seaweed (roasted or dried) including but not limited to (1) “Haetae® Premium Roasted Seaweed (Original Laver) 10+2 Net Wt. 0.17 oz (5G), UPC 020914814517” (2) ““Roasted Laver, Imported by Haitai, Inc., Montebello. Manufactured by Meok Bo Fishery Association. UPC: 8 801448 603608”” (3) ““Dried Laver, Algae Sechee. Distributed by Haitai, Inc., Product of Korea. Net Wt. 4oz. UPC: 0 20914 80246

0”” (4) ““HAITAI Roasted Laver Algae Grille; Net Q’ty.: 20 Sheets; Ingredients: Laver; Distributed by Haitai, Inc.; Product of Korea; UPC: 0 2091480301 6”” (5) ““Premium Roasted Seaweed (Original Laver)””; “No MSG”; NET WT. 0.71oz (20 G) “Ingredient: Laver, Sesame Oil, Corn Oil, Sea Salt” Distributed by Haitai, Inc. MONTEBELLO, CA 90640; Product of Korea; UPC: 0 20914 81449 4” (herein “SEAWEED”).

1.3 GOLDEN STATE previously sold, at various times Dried Crispy Shrimp including but not limited to ““HAETAE Dried Cooked Shrimp, Net Wt.: 4oz, Distributed by Haitai Inc., Packed in the USA. UPC: 0 20914 80950 6”” (“SHRIMP”).

1.4 GOLDEN STATE previously sold, at various times, Ginger Powder including but not limited to ““HAETAE Ginger Powder Poudre Ali, Net Wt/Poids Net: 8oz., Distributed by Haitai Inc., Packed in U.S.A., UPC: 0 20914 80670 3”” (“GINGER”).

1.5 SEAWEED, SHRIMP, and GINGER are limited to those sold by GOLDEN STATE, and together referred to herein as the “Covered Products.”

1.6 CAG alleges that Covered Products contain Lead and Lead compounds, and that SEAWEED also contains Cadmium and Cadmium compounds, and that GOLDEN STATE did not provide a required warning in compliance with the California Safe Drinking Water and Toxic Enforcement Act (*Cal. Health & Safety Code* § 25249.5, *et seq.* (“Proposition 65”)).

1.7 On February 27, 1987, the Governor of California added Lead to the list of chemicals known to the State to cause developmental toxicity, male

reproductive toxicity, and female reproductive toxicity and on October 1, 1992, the Governor added lead and lead compounds to the list of chemicals known to the State to cause cancer. These additions took place more than twenty (20) months before CAG served certain “Sixty-Day Notice of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” which are further described below.

1.8 On October 1, 1987 the Governor added Cadmium and Cadmium Compounds to the list of chemicals known to the State to cause cancer, and on May 1, 1997 the Governor added Cadmium to the list of chemicals known to the State to cause developmental toxicity and male reproductive toxicity. These additions took place more than twenty (20) months before CAG served its “Sixty-Day Notice of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” which is further described below.

1.9 Lead and Lead compounds are referred to hereafter as “Lead”.

1.10 Cadmium and cadmium compounds are referred to hereafter as “Cadmium.”

1.11 On or about January 23, 2015, CAG served Haitai America, Inc.; Haitai, Inc.; Super1 Torrance, Inc. DBA S-Mart; and certain relevant public enforcement agencies with documents entitled “Sixty-Day Notice Of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” regarding SEAWEEED containing Lead.

1.12 On or about November 25, 2015, CAG served Haitai, Inc.; Haitai USA, Inc.; Super Center Concepts, Inc.; Superior Grocers; and certain relevant public

enforcement agencies with documents entitled “Sixty-Day Notice Of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” regarding SHRIMP containing Lead.

1.13 On or about November 25, 2015, CAG served Haitai, Inc.; Haitai USA, Inc.; Meokbo Fishery Association; Hannam Chain USA, Inc. dba Market World; DB Hannam Chain, Inc.; Hannam Chain USA, Inc.; and certain relevant public enforcement agencies with documents entitled “Sixty-Day Notice Of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” regarding SEAWEEED containing Lead.

1.14 On or about December 31, 2015, CAG served Haitai, Inc.; Haitai USA, Inc.; The Square Supermarket; Square Supermarket; The Square Market; and certain relevant public enforcement agencies with documents entitled “Sixty-Day Notice Of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” regarding GINGER containing Lead.

1.15 On or about December 23, 2015, CAG served Haitai, Inc.; Haitai USA, Inc.; 168 Market; and certain relevant public enforcement agencies with documents entitled “Sixty-Day Notice Of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” regarding SEAWEEED containing Lead.

1.16 On or about December 31, 2015, CAG served SF Supermarket, Inc.; El Monte Superstore; Shun Fat Supermarket, Inc.; Haitai, Inc.; Haitai USA, Inc.; and certain relevant public enforcement agencies with documents entitled “Sixty-Day

Notice Of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” regarding SEAWEEED containing Lead.

1.17 On or about May 4, 2016, CAG served Haitai, Inc.; Haitai USA, Inc.; Shun Fat Supermarket, Inc.; SF Supermarket, Inc.; El Monte Superstore; and certain relevant public enforcement agencies with documents entitled “Sixty-Day Notice Of Intent To Sue For Violations Of The Safe Drinking Water And Toxic Enforcement Act of 1986” regarding SEAWEEED containing Lead and Cadmium.

1.18 The Sixty-Day Notices at paragraphs 1.11-1.17 (referred to as the “Notices”) alleged that GOLDEN STATE and other noticed parties violated Proposition 65 by failing to warn consumers in California that use of Covered Products exposes persons to Lead and Cadmium.

1.19 The Parties enter into this Settlement Agreement to settle disputed claims between the Parties as set forth below concerning the Parties’ and the Covered Products’ compliance with Proposition 65 (the “Dispute”).

1.20 By execution of this Settlement Agreement, the Parties do not admit any facts or conclusions of law, including, but not limited to, any facts or conclusions of law regarding any violation of Proposition 65, or any other statutory, regulatory, common law, or equitable doctrine. Nothing in this Settlement Agreement shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Settlement Agreement, nor compliance with its terms, shall constitute or be construed, considered, offered, or admitted as evidence of an admission or evidence of fault, wrongdoing, or liability by GOLDEN STATE, its officers, directors, employees,

or parents, subsidiaries or affiliated corporations, in any administrative or judicial proceeding or litigation in any court, agency, or forum. Except for the allegations settled and compromised, nothing in this Settlement Agreement shall prejudice, waive, or impair any right, remedy, argument, or defense that CAG or GOLDEN STATE may have against one another in any other pending legal proceeding as to allegations unrelated to the Dispute or claims released herein.

2.0 Release

This Settlement Agreement is a full, final, and binding resolution between CAG, acting in its individual capacity, on the one hand, and (a) GOLDEN STATE and its owners, parents, subsidiaries, affiliates, sister and related companies, employees, shareholders, officers, directors, insurers, attorneys, predecessors, successors, and assigns (collectively “Releasees”) and (b) those entities to whom Releasees have directly or indirectly provided, distributed, or sold the Covered Products, including but not limited to Haitai, Inc., Haitai USA, Inc., Super Center Concepts, Inc., Square Supermarket, 168 Market, Shun Fat Supermarket, Inc., and SF Supermarket, Inc., distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (collectively referred to as “Downstream Releasees”), on the other hand, of any violation(s) or claimed violation(s) of Proposition 65 or any statutory or common law claim that has been, could have been, or may in the future be asserted against the Releasees and Downstream Releasees regarding exposing persons to Lead and the failure to warn about exposure to Lead arising in connection with the Covered Products and regarding exposing persons to Cadmium and the failure to warn about exposure to Cadmium

arising only in connection with SEAWEED, manufactured, shipped, and/or otherwise distributed prior to the Effective Date, even if sold by Downstream Releasees after the Effective Date. The Covered Products are limited to those sold by GOLDEN STATE.

CAG, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives and releases with respect to the Covered Products all rights to institute or participate in, directly or indirectly, any form of legal action, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) (collectively "Claims"), against Releasees and/or Downstream Releasees that arise under Proposition 65 or any other statutory or common law claims that were or could have been asserted in respect of any Covered Products sold prior to the Effective Date, to the extent that such claims relate to Releasees' and/or Downstream Releasees' alleged exposure of persons to Lead and the failure to warn about exposure to Lead arising in connection with the Covered Products and regarding exposing persons to Cadmium and the failure to warn about exposure to Cadmium arising only in connection with SEAWEED.

CAG acknowledges that it is familiar with Section 1542 of Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM

OR HER MUST HAVE MATERIALLY AFFECTED HIS OR
HER SETTLEMENT WITH THE DEBTOR.

CAG, its past and current agents, representatives, attorneys, successors, and/or assignees expressly waives and relinquishes any and all rights and benefits which it may have under, or which may be conferred on it by the provisions of Civil Code § 1542 as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that it may lawfully waive such rights or benefits pertaining to the released matters. The release in this section shall have no force or effect until the full amount of payments set forth in Section 4.0 below are paid in full.

3.0 GOLDEN STATE's Duties

3.1 GOLDEN STATE agrees, promises, and represents that after the Effective Date GOLDEN STATE shall reformulate any Covered Products manufactured after the Effective Date and offered for sale in California to a point where the level of either Lead or Cadmium in the SEAWEED does not exceed 75 parts per billion, the level of the Lead in the SHRIMP does not exceed 50 parts per billion, and the level of Lead in the GINGER does not exceed 375 parts per billion ("Reformulation Standard"). If the Covered Products do not meet the Reformulation Standard, GOLDEN STATE shall provide warnings on such Covered Products that comply with Proposition 65. The warnings shall be provided in such a conspicuous and prominent manner that will assure the message is made available and likely to be read, seen, or heard by the consumer prior to or at the time of the sale or purchase. The Parties agree that product

labeling stating that "WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm" shall constitute compliance with Proposition 65 with respect to Lead and Cadmium in the Covered Products.

3.2 GOLDEN STATE agrees, promises, and represents that, as of the Effective Date, to the extent it ships or sells any Covered Products in existing inventory to California that do not meet the Reformulation Standard, it will provide warnings on such Covered Products that comply with Proposition 65 as set forth in Section 3.1.

4.0 Payments

4.1 GOLDEN STATE agrees, to pay a total of two hundred and sixty thousand dollars (\$260,000) by separate checks apportioned as follows:

4.2 Attorneys' Fees and Costs: Two hundred and twenty thousand dollars (\$220,000) of such payment shall be paid to Yeroushalmi & Associates, as CAG's attorneys, for reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of investigating and bringing this matter to GOLDEN STATE attention. The check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212. By the Effective Date, Yeroushalmi & Associates shall provide GOLDEN STATE with its Employer Identification Number.

4.3 Penalty: GOLDEN STATE shall issue two separate checks for a total amount of forty thousand dollars (\$40,000) as penalties pursuant to Health &

Safety Code § 25249.12: (a) one check made payable to the State of California's Office of Environmental Health Hazard Assessment (OEHHA) in the amount of thirty thousand dollars (\$30,000), representing 75% of the total penalty; and (b) one check to Consumer Advocacy Group, Inc. in the amount of ten thousand dollars (\$10,000), representing 25% of the total penalty. OEHHA's check shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike Gyurics, PO Box 4010, Sacramento, California 95812-4010. CAG's check shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212. Additionally, two separate 1099s shall be issued for the above payments: The first 1099 shall be issued to OEHHA, P.O. Box 4010, Sacramento, CA 95812 (EIN: 68-0284486) in the amount of \$30,000. The second 1099 shall be issued in the amount of \$10,000 to CAG and delivered to: Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

5.0 Authority to Enter Into Settlement Agreement

5.1 CAG represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind CAG to this Settlement Agreement.

5.2 GOLDEN STATE represents that its signatory to this Settlement Agreement has full authority to enter into and legally bind GOLDEN STATE to this Settlement Agreement.

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6.0 Report of the Settlement Agreement to the Office of the Attorney General Of California

6.1 CAG shall report this Settlement Agreement to the Attorney General's Office within five (5) days of the Parties' execution of this Settlement Agreement.

7.0 Execution in Counterparts and Facsimile

7.1 This Settlement Agreement may be executed in counterparts, which taken together shall be deemed to constitute the same document. A facsimile or portable document format (PDF) signature shall be as valid as the original.

8.0 Entire Agreement

8.1 This Settlement Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and all related prior discussions, negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to bind any of the Parties.

9.0 Modification of Settlement Agreement

9.1 Any modification to this Settlement Agreement shall be in writing and signed by the Parties.

10.0 Application of Settlement Agreement

10.1 This Settlement Agreement shall apply to, be binding upon, and inure to the benefit of, CAG and the Releasees and Downstream Releasees identified in Section 2 above.

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11.0 Enforcement of Settlement Agreement

11.1 Any party may file suit before the Superior Court of the County of Los Angeles, consistent with the terms and conditions set forth in paragraphs 11.2 and 11.3 of this Settlement Agreement, to enforce the terms and conditions contained in this Settlement Agreement. The prevailing party shall be entitled to its reasonable attorneys' fees and costs associated with such enforcement.

11.2 No action to enforce this Settlement Agreement may be commenced or maintained, and no notice of violation related to the Covered Products may be served or filed against GOLDEN STATE by CAG, unless the party seeking enforcement or alleging violation notifies the other party of the acts alleged to breach this Settlement Agreement at least 30 days before serving or filing any action or Notice of Violation and the entity receiving the notice fails to comply with the requirements set forth in Section 11.3 below. Any notice to GOLDEN STATE must contain (a) information identifying the product, (b) dates when the product was sold after the Effective Date in California without reformulation or warning as set forth in section 3, (c) identification of at least one entity, store, or other place where the product was made available for sale to consumers, and (d) other evidence or other support for the allegations in the notice.

11.3 Within 30 days of receiving the notice described in Section 11.2, GOLDEN STATE shall either (1) send all stores and other places at or through which the product was made available for sale a letter directing that the offending product be immediately removed from inventory and returned to GOLDEN STATE for full credit, including shipping costs, or (2) refute, to CAG's

satisfaction, the information provided under Section 11.2. Should the parties be unable to resolve the dispute, any party may seek relief under Section 11.1.

12.0 Notification Requirements

12.1 Any notice required or permitted hereunder shall be effective only if given in writing and delivered in person, certified or registered mail return receipt requested, or traceable overnight delivery service, to the following designees:

For CAG:

Reuben Yeroushalmi, Esq.
YEROUSHALMI & YEROUSHALMI
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212

For GOLDEN STATE:

Ryan Landis, Esq.
Polsinelli PC, Polsinelli LLP in California
2049 Century Park East, Suite 2900
Los Angeles, CA 90067

Any party may change its designee(s) for purposes of notification by providing written notice of such change pursuant to this section.

13.0 SEVERABILITY

13.1 If, subsequent to the execution of this Settlement Agreement, any of the provisions of this Settlement Agreement are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

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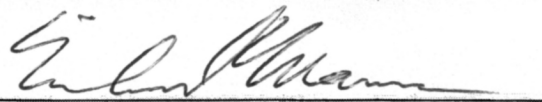
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14.0 **GOVERNING LAW**

14.1 The terms of this Settlement Agreement shall be governed by the laws of the State of California. In the event that Proposition 65 is repealed, preempted or is otherwise rendered inapplicable by reason of law generally, or specifically as to the Listed Chemical, then GOLDEN STATE shall provide written notice to CAG of any asserted change in the law, and shall have no further obligations pursuant to this Settlement Agreement with respect to, and to the extent that, the Covered Products are so affected.

CONSUMER ADVOCACY GROUP, INC.

Dated: 04/14/17

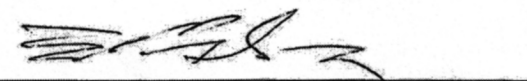
By: 

Printed Name: Michael Marcus

Title: Director

GOLDEN STATE LOGISTICS, INC.

Dated: 4/17/17

By: 

Printed Name: SOON SEEK CHA

Title: PRESIDENT