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Attorneys for Plaintiff,
CONSUMER ADVOCACY GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

Plaintiff,

v.

HAWAII SUPERMARKET LLC, a
California Limited Liability
Company;
SUPER HK OF EL MONTE INC. a
California Corporation
SUPER HK CORPORATION, a
California Corporation
HAWAII SUPER MARKET INC., a
California Corporation
WEI-CHUAN U.S.A, INC., a
California Corporation
WEI CHUAN FOODS CORPORATION, a
California Corporation
ANEKA MARKET, INC., a New Hampshire
Corporation;
TRAN'S FAMILY, INC, a California
Corporation
SF SUPERMARKET, INC., a California
Corporation
and DOES 1-120,

Defendants.

CASE NO. 20STCV17747

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

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
4 of the public, and defendant, WEI-CHUAN U.S.A., INC., (hereinafter referred to as “Defendant”),
5 with each a Party to the action collectively referred to as “Parties.”

6 **1.2 Defendant and Products**

7 1.2.1 CAG alleges that Defendant is a California corporation which employs ten
8 or more persons. CAG further alleges that Defendant distributes and sells the following to
9 consumers in California:

10 (i) **Dried Seaweed** including but not limited to:

11 “Wei-Chuan Premium Sandless Laver”; “Net Wt: 1.76 oz (50g); “UPC 0 72869
12 23121 5”; “Made in China”

13 “Wei-Chuan”; “Knotted Dried Seaweed”; “Net Wt. 2.1 oz (60 g)”; “Distributed By:
14 Wei-Chuan U.S.A., Inc.”; “Product of China”; “UPC 0 72869 23123 9”

15 (ii) **Dried Shrimp** including but not limited to:

16 “Weichuan”; “Farm Dried Shrimp”; “Net Wt: 3.5 oz (100g)”; “Our products, which
17 are dried farm raised shrimps, have better size, texture and look”; ‘Distributed by: Wei-Chuan
18 USA Inc.”; “UPC 0 72869 23233 5”; “Product of Thailand”

19 (iii) **Dried Anchovy** including but not limited to:

20 “Weichuan”; “Dried Anchovy”; “Net Wt: 3.5 oz (100g)”; “Distributed by: Wei-
21 Chuan USA Inc.”; “UPC 0 72869 23236 6”; “Product of Malaysia”

(iv) **Sandless Laver** including but not limited to:

“Wei-Chuan Premium Sandless Laver”; “Net Wt: 1.76 oz (50g)”; “Packed for:
Wei-Chuan, U.S.A, Inc. Commerce, CA 90040”; “UPC 0 72869 23121 5”; “Made in China”

1.2.2 Dried Seaweed, Dried Shrimp, Dried Anchovy, and Sandless Laver are
collectively referred to as the “Covered Products”.

1.2.3 For purposes of this Consent Judgment only, Defendant is deemed a person in the course of doing business in California and is subject to the provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. (“Proposition 65”).

1.3 Chemicals of Concern

1.3.1 Lead and Lead Compounds (hereinafter Lead) are known to the State of California to cause cancer and developmental and reproductive toxicity.

1.3.2 Cadmium and Cadmium Compounds (hereinafter Cadmium) are known to the State of California to cause cancer and developmental and reproductive toxicity.

1.4 Notices of Violation

1.4.1 On or about January 7, 2020, CAG served a “60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2020-00031) (“Notice 1”) that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium contained in Laver sold and/or distributed by Defendant. No other public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

1.4.2 On or about January 16, 2020, CAG served “60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2020-00128) (“Notice 2”) that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead contained in Dried Shrimp sold and/or distributed by Defendant. No other public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

1.4.3 On or about December 9, 2021, CAG served “60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2021-03150) (“Notice 3”) that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead, and Cadmium,

1 contained in Dried Anchovy sold and/or distributed by Defendant. No other public enforcer has
2 commenced or diligently prosecuted the allegations set forth in the Notice.

3 1.4.4 On or about May 30, 2019, CAG served “60-Day Notice of Intent to Sue
4 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2019-01087)
5 (“Notice 4”) that provided Defendant with notice of alleged violations of Health & Safety Code §
6 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium contained
7 in Sandless Laver sold and/or distributed by Defendant. No other public enforcer has commenced
8 or diligently prosecuted the allegations set forth in the Notice.

9 1.4.5 On or about February 21, 2023, CAG served “60-Day Notice of Intent to
10 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2023-
11 00532) (“Notice 5”) that provided Defendant with notice of alleged violations of Health & Safety
12 Code § 25249.6 for failing to warn individuals in California of exposures to Lead contained in
13 Dried Seaweed sold and/or distributed by Defendant. No other public enforcer has commenced or
14 diligently prosecuted the allegations set forth in the Notice.

15 1.4.6 Notice 1 through Notice 5 are collectively referred to as the “Notices”.

16 1.5 Complaints

17 1.5.1 On May 8, 2020, CAG filed a complaint for civil penalties and injunctive
18 relief in Los Angeles Superior Court, Case No. 20STCV17747 against Defendant and other parties.
19 The initial Complaint alleges, among other things, that Defendant violated Proposition 65 by
20 failing to give clear and reasonable warnings of exposure to Lead and Cadmium from Dried
21 Seaweed.

1.5.2 On July 22, 2022, CAG filed a first amended complaint for civil penalties
and injunctive relief adding additional claims against the Defendant. That Complaint alleges,
among other things, that Defendant violated Proposition 65 by failing to give clear and reasonable
warnings of exposure to Listed Chemicals from Dried Seaweed, Dried Shrimp, and Dried
Anchovy.

1 1.5.3 On October 12, 2023, CAG filed a second complaint for civil penalties and
2 injunctive relief (hereinafter referred to as the “Complaint”) adding additional claims against the
3 Defendant. The Complaint alleges, among other things, that Defendant violated Proposition 65 by
4 failing to give clear and reasonable warnings of exposure to Listed Chemicals from Covered
5 Products.

6 1.6 **Consent to Jurisdiction**

7 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court
8 has jurisdiction over the allegations of violations contained in the Complaints and personal
9 jurisdiction over Defendant as to the acts alleged in the Complaints, that venue is proper in the
10 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a full
11 settlement and resolution of the allegations contained in the Complaints and of all claims which
12 were or could have been raised by any person or entity based in whole or in part, directly or
13 indirectly, on the facts alleged therein or arising therefrom or related thereto.

14 1.7 **No Admission**

15 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The
16 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all claims
17 between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent
18 Judgment shall be construed as an admission by the Parties of any material allegation of the
19 Complaints (each and every allegation of which Defendant denies), any fact, conclusion of law,
20 issue of law or violation of law, including without limitation, any admission concerning any
21 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,
or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable
warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment,
nor compliance with its terms, shall constitute or be construed as an admission by the Parties of
any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability
by any Defendant, their officers, directors, members, employees, or parent, subsidiary or affiliated

corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other or future legal proceeding, except as expressly provided in this Consent Judgment.

2. DEFINITIONS

2.1 “Covered Products” means products as defined in Paragraph 1.2 that are sold, offered for sale, marketed, distributed, and/or supplied by Defendant.

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

2.3 “Lead” means Lead and Lead Compounds.

2.4 “Cadmium” means Cadmium and Cadmium Compounds.

2.5 “Listed Chemicals” means:

- Lead, and Cadmium, in Dried Seaweed and Dried Anchovy
- Lead in Dried Shrimp
- Cadmium in Sandless Laver

2.6 “Notices” means Notices of Violation as defined in Paragraph 1.4.6.

3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE WARNINGS.

3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in California, or ship for sale in California any Covered Products unless the level of Lead, and Cadmium, do not exceed the levels (“reformulation level(s)”) specified below unless Proposition 65 compliant warnings are displayed as set forth in the following paragraphs. “Parts per billion” is hereinafter referred to as “ppb”.

3.1.1 **Dried Seaweed:** Lead of 75 ppb, and Cadmium of 85 ppb

3.1.2 **Dried Shrimp:** Lead of 34 ppb

3.1.3 **Dried Anchovy:** Lead of 34 ppb, and Cadmium of 85 ppb

3.1.4 **Sandless Laver:** Cadmium of 85 ppb

1 3.2 For any Covered Products that exceeds their respective reformulation levels of
2 Listed Chemicals that are manufactured for distribution and/or sale into California after the
3 Effective Date, Defendant must provide a Proposition 65 compliant warning for cancer and
4 reproductive toxicity for the Covered Products as permitted by Proposition 65 and its
5 implementing regulations. The language of the warnings and method for providing any warnings
6 for the Covered Products shall be compliant with Title 27, California Code of Regulations, §
7 25607.2, *et seq.* Any warning provided pursuant to this section shall be affixed to the packaging
8 of, or directly on, the Covered Products, and be prominently placed with such conspicuousness as
9 compared with other words, statements, designs, or devices as to render it likely to be read and
10 understood by an ordinary individual under customary conditions before purchase or use. The
11 warning must be set off from other surrounding information, enclosed in a box. Where the
12 packaging of the Covered Product or a sign referring to the Covered Product includes consumer
13 information as defined by California Code of Regulations title 27 §25600.1(c) in a language other
14 than English, the warning must also be provided in that language in addition to English. Should
15 Defendant sell or distribute any Covered Product through the internet, the warning will be posted
16 in the manner provided for with respect to internet sales, as provided for in 27 CCR sections 25601
17 and 25602, as they may be subsequently amended, for sales to consumers in California.

18 3.3 For any Covered Products still existing in the Defendant's physical custody as of
19 the Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the
20 Covered Products do not exceed the reformulation level. Any warning provided pursuant to this
21 section shall comply with the warning requirements under Section 3.2 above.

 3.4 Changes in the law and regulations applicable to Proposition 65, including changes
resulting from federal and/or state court rulings, occurring after this date may be incorporated into
the terms of this Consent Judgment, pursuant to the modification provisions set forth in Section 7.

4. **SETTLEMENT PAYMENT**

 4.1 **Payment and Due Date:** Within ten (10) days of the Effective date, after receipt
of a current W-9 from Plaintiff and its counsel, Defendant Wei-Chuan U.S.A., Inc. shall pay a total

1 of five hundred thousand dollars (\$500,000) in full and complete settlement of all monetary claims
2 by CAG related to the Notices, as follows:

3 **4.1.1 Civil Penalty:** Defendant Wei-Chuan U.S.A., Inc. shall issue separate
4 checks totaling forty-two thousand eight hundred and sixty dollars (\$42,860.00) as penalties
pursuant to Health & Safety Code § 25249.12:

5 (a) Defendant Wei-Chuan U.S.A., Inc. will issue a check made payable to
6 the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”) in the
7 amount of thirty-two thousand one hundred and forty-five dollars (\$32,145.00) representing 75%
8 of the total penalty and Defendant will issue a separate check to CAG in the amount of ten thousand
seven hundred and fifteen dollars (\$10,715.00) representing 25% of the total penalty; and

9 (b) Separate 1099s shall be issued for each of the above payments:
10 Defendant Wei-Chuan U.S.A., Inc. will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento,
11 CA 95812-4010 (EIN: 68-0284486). Defendant Wei-Chuan U.S.A., Inc. will also issue a 1099 to
12 CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills,
California 90212.

13 **4.1.2 Additional Settlement Payments:** Defendant Wei-Chuan U.S.A., Inc.
14 shall make a separate payment, in the amount of thirty-two thousand one hundred and forty dollars
(\$32,140.00) as an additional settlement payment to “Consumer Advocacy Group, Inc.” pursuant
15 to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d).
16 Defendant Wei-Chuan U.S.A., Inc. will issue a separate check to CAG for the Additional
Settlement Payment. CAG will use this payment as follows, eighty percent (80%) for fees of
17 investigation, purchasing and testing for Proposition 65 listed chemicals in various products, and
18 for expert fees for evaluating exposures through various mediums, including but not limited to
19 consumer product, occupational, and environmental exposures to Proposition 65 listed chemicals,
20 and the cost of hiring consulting and retaining experts who assist with the extensive scientific
analysis necessary for those files in litigation and to offset the costs of future litigation enforcing

1 Proposition 65 but excluding attorney fees; twenty percent (20%) for administrative costs incurred
2 during investigation and litigation to reduce the public's exposure to Proposition 65 listed
3 chemicals by notifying those persons and/or entities believed to be responsible for such exposures
4 and attempting to persuade those persons and/or entities to reformulate their products or the source
5 of exposure to completely eliminate or lower the level of Proposition 65 listed chemicals including
6 but not limited to costs of documentation and tracking of products investigated, storage of
7 products, website enhancement and maintenance, computer and software maintenance,
8 investigative equipment, CAG's member's time for work done on investigations, office supplies,
9 mailing supplies and postage. Within 30 days of a request from the Attorney General, CAG shall
10 provide to the Attorney General copies of documentation demonstrating how the above funds have
11 been spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional
12 settlement payment.

13 **4.1.3 Reimbursement of Attorney's Fees and Costs:** Defendant Wei-Chuan
14 U.S.A., Inc. shall pay four hundred and twenty-five thousand dollars (\$425,000.00) to
15 "Yeroushalmi & Yeroushalmi" as reimbursement for reasonable investigation fees and costs,
16 attorneys' fees, and any other costs incurred as a result of investigating, bringing this matter to
17 Defendant's attention, litigating, and negotiating a settlement in the public interest.

18 **4.2** Other than the payment to OEHHA described above, all payments referenced in
19 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi
20 & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to
21 OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike
Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with
payment to OEHHA, Defendant shall provide CAG with written confirmation that the payment to
OEHHA was delivered.

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

2 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on behalf
3 of itself and in the public interest and Defendant for alleged failure to provide Proposition 65
4 warning of exposure to Listed Chemicals from the Covered Products as set forth in the Notices,
5 and Complaints, and fully resolves all claims that have been or could have been asserted against
6 Defendant in this action up through the Effective Date for failure to provide Proposition 65
7 warnings for the Covered Products regarding Listed Chemicals. CAG, on behalf of itself and in
8 the public interest, hereby discharges Defendant, and their respective past, present, and future
9 owners, officers, directors, members, managers, directors, insurers, beneficiaries, employees,
10 parents, shareholders, customers, distributors, wholesalers, licensees, divisions, subdivisions,
11 subsidiaries, affiliates, agents, attorneys, representatives, and their predecessors, successors and
12 assigns (“Defendant Releasees”) and all distributors, customers, retailers, owners and operators of
13 online marketplaces and e-commerce platforms, and downstream entities in the distribution chain
14 of the Covered Products to whom Defendant directly or indirectly provided, distributed, listed,
15 sold, or offered to sell, marketed, and/or has sold Covered Products, and their respective owners,
16 parents, direct and indirect subsidiaries, affiliates, sister and related companies, as well as their
17 past, present, and future owners, employees, agents, representatives, shareholders, members,
18 managers, officers, directors, insurers, beneficiaries, attorneys, predecessors, successors, assigns,
19 distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees,
20 only as to Covered Products sold, distributed, or marketed by the Defendant (collectively,
21 “Downstream Releasees”), for all Covered Products placed into the stream of commerce up
through the Effective Date for alleged violations of Proposition 65 based on exposure to Listed
Chemicals from the Covered Products. Defendant Releasees and Downstream Releasees are
sometimes collectively referred to herein as the “Released Parties.” Defendant’s compliance with
the terms of this Consent Judgment shall be deemed to constitute compliance with Proposition 65
regarding alleged exposures to Listed Chemicals from the Covered Products. Nothing in this

1 Section affects CAG's right to commence or prosecute an action under Proposition 65 against any
2 person other than Defendant Releasees or Downstream Releasees after the Effective Date.

3 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
4 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
5 indirectly, any form of legal action and releases all claims, including, without limitation, all
6 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,
7 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert
8 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or
9 contingent (collectively "Claims"), against Defendant Releasees and/or Downstream Releasees
10 arising from any violation of Proposition 65 or any other statutory or common law regarding the
11 alleged exposure of persons to the Listed Chemicals contained in the Covered Products or any
12 failure to warn about exposure to Listed Chemicals from the Covered Products. In furtherance of
13 the foregoing, as to alleged exposures to Listed Chemicals from the Covered Products, CAG on
14 behalf of itself only, hereby waives any and all rights and benefits which it now has, or in the future
15 may have, conferred upon it with respect to Claims arising from any violation of Proposition 65
16 or any other statutory or common law regarding the failure to warn about exposure and any alleged
17 exposure of persons to Listed Chemicals from the Covered Products by virtue of the provisions of
18 section 1542 of the California Civil Code, which provides as follows:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
16 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
17 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
18 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
19 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
20 DEBTOR OR RELEASED PARTY.

18 CAG understands and acknowledges that the significance and consequence of this waiver of
19 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
20 resulting from, or related directly or indirectly to, in whole or in part, claims arising from any
21 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
about exposure to Listed Chemicals from the Covered Products, including but not limited to any

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

7 **6. ENTRY OF CONSENT JUDGMENT**

8 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
9 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
10 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaints.
11 Upon entry of an order approving this Consent Judgment, the Complaint in this action shall be
12 deemed amended to include all the claims raised in the Notices.

13 6.2 The Parties shall make all reasonable efforts possible to have the Consent Judgment
14 approved by the Court.

15 6.3. In exchange for payment, as described in Section 4, CAG shall dismiss the
16 Complaint against the Defendants without prejudice within five (5) business days after the
17 payments identified in Section 4 have cleared.

18 6.4 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
negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,

1 or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to
2 modify the terms of the Consent Judgment and to resubmit it for approval.

3 **7. MODIFICATION OF JUDGMENT**

4 7.1 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 7.2 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 **8. RETENTION OF JURISDICTION**

10 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms
11 of this Consent Judgment under Code of Civil Procedure § 664.6.

12 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
13 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

14 **10. DUTIES LIMITED TO CALIFORNIA**

15 9.1 This Consent Judgment shall have no effect on Covered Products sold by Defendant
16 outside the State of California.

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

18 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
19 California Attorney General so that the Attorney General may review this Consent Judgment prior
20 to its approval by the Court. No sooner than forty-five (45) days after the Attorney General has
21 received the aforementioned copy of this Consent Judgment, and in the absence of any written
objection by the Attorney General to the terms of this Consent Judgment, may the Court approve
this Consent Judgment.

11. ATTORNEY FEES

11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
own costs and attorney fees in connection with this action.

1 **12. GOVERNING LAW**

2 12.1 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 12.2 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 amended, repealed, preempted, or is otherwise
7 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent
8 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,
9 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered
10 Products, then any Defendant subject to this Consent Judgment may provide written notice to CAG
11 of any asserted change in the law, and shall have no further obligations pursuant to this Consent
12 Judgment with respect to, and to the extent that, the Covered Products are so affected. Nothing in
13 this Consent Judgment shall be interpreted to relieve a Defendant from any obligation to comply
14 with any pertinent state or federal law or regulation.

15 12.3 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
the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
this regard, the Parties hereby waive California Civil Code § 1654.

19 **13. EXECUTION AND COUNTERPARTS**

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

14. ENTIRE AGREEMENT

This Consent Judgment 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.

15. NOTICES

15.1 Any notice under this Consent Judgment shall be by First-Class Mail or E-mail.

If to CAG:

Reuben Yeroushalmi
YEROUSHALMI & YEROUSHALMI
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212
(310) 623-1926
Email: lawfirm@yeroshalmi.com

If to Defendant:

Greg Patterson
MUSICK PEELER & GARRETT LLP
2801 Townsgate Road, Suite 200
Westlake Village, CA 91361
Tel: (805) 418-3103
Fax: (805) 418-3101
Email: G.Patterson@musickeeler.com

16. AUTHORITY TO STIPULATE

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

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AGREED TO:

Date: 2-6 ²⁰²⁵, 2024

Willard Bayer

Name: Willard Bayer

Title: President

CONSUMER ADVOCACY GROUP, INC.

AGREED TO:

Date: 1/22/2025, 2024

Steve Lin

Name: STEVE LIN

Title: president

WEI-CHUAN U.S.A., INC.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT