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4 An Association of Independent Law Corporations
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9 Attorneys for Plaintiff,
10 Consumer Advocacy Group, Inc.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

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

15 Plaintiff,

16 v.

17 GW SUPERMARKET OF ROSEMEAD,
18 INC., a California Corporation *et al.*,

19 Defendants.

CASE NO. 20STCV21985

[Assigned for All Purposed to the Hon.
Michelle Williams Court, Dept. 74]

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

1. INTRODUCTION

1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
ADVOCACY GROUP, INC. (referred to as “CAG”) acting on behalf of itself and in the interest
of the public, and defendant, KIM SENG COMPANY, DBA IHA BEVERAGE (hereinafter
referred to as “Defendant”), with each a Party to the action and collectively referred to as
“Parties.”

1.2 Defendant and Products

1.2.1 CAG alleges that Defendant is a California corporation which employs ten
or more persons. For purposes of this Consent Judgment only, Defendant is deemed a person in
the course of doing business in California and are subject to the provisions of the Safe Drinking

1 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
2 (“Proposition 65”).

3 1.2.2 CAG alleges that Defendant distributes and sells: **Anchovies** (hereinafter
4 referred to as the “Covered Products”) including but not limited to ““KOTASHIMA BRAND;”
5 “NET WT: 2.5 OZ (71g);” “KEEP REFRIDGERATED;” “DISTRIBUTOR: KOTASHIMA
6 INTERNATIONAL COMMERCE, CA 90040;” “ING: DRIED ANCHOVY;” “6 10232 04255
7 8” (herein after referred to as the “Covered Products”). This Consent Judgment includes the
8 Covered Products manufactured through the date of this Consent Judgment and those chemicals
9 in the Covered Products.

10 1.3 **Listed Chemicals**

11 1.3.1 Lead and Lead Compounds (hereinafter “Lead”) are known to the State of
12 California to cause cancer and/or birth defects or other reproductive harm.

13 1.3.2 Cadmium and Cadmium Compounds (hereinafter “Cadmium”) are known
14 to the State of California to cause cancer and/or birth defects or other reproductive harm.

15 1.4 **Notices of Violation**

16 1.4.1 On or about December 23, 2019, CAG served Defendant and various
17 public enforcement agencies with a document entitled “60-Day Notice of Violation,” Attorney
18 General Notice Number 2019-02408 (hereinafter “Notice”), that provided the Defendant with
19 notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in
20 California of exposures to Lead and Cadmium contained in Anchovies sold and/or distributed by
21 Defendant. No other public enforcer has commenced or diligently prosecuted the allegations set
22 forth in the Notice.

23 1.5 **Complaint**

24 1.5.1 On June 10, 2020, CAG filed a complaint for civil penalties and injunctive
25 relief (“Complaint”) in Los Angeles Superior Court, Case No. 20STCV21985 against Defendant.
26 The Complaint alleges, among other things, that Defendant violated Proposition 65 by failing to
27 give clear and reasonable warnings of exposure to Lead and Cadmium from the Covered
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1 Products. Upon acceptance by the court of this Consent Judgment, Kim Seng and CAG agree
2 that Kim Seng will be dismissed with prejudice from this lawsuit. Kim Seng and CAG further
3 agree that GW Supermarket of Rosemead, Inc. and GW Supermarket of CA, Inc. will be
4 dismissed without prejudice only as to the first cause of action named in this lawsuit.

5 **1.6 Consent to Jurisdiction**

6 1.6.1 For purposes of this Consent Judgment only, the Parties stipulate that this
7 Court has jurisdiction over the allegations of violations contained in the Notice and Complaint
8 and personal jurisdiction over Defendant as to the acts alleged in the Notice and Complaint, that
9 venue is proper in the County of Los Angeles and that this Court has jurisdiction to enter this
10 Consent Judgment as a full and final settlement and resolution of all the allegations against
11 Defendant contained in the Notice and Complaint and of all claims which were or could have
12 been raised by any person or entity based in whole or in part, directly or indirectly, on the facts
13 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
17 claims between the Parties for the purpose of avoiding prolonged litigation. Defendant expressly
18 maintains that all of its warnings on the Covered Products provide a clear and reasonable
19 warning of exposure to Lead and Cadmium from the Covered Products and that said Proposition
20 65 compliant warnings were on the Covered Products prior to Defendant's receipt of the
21 Proposition 65 Notice. Nothing in this Consent Judgment shall be construed as an admission by
22 the Parties of any material allegation of the Complaint (each and every allegation of which
23 Defendant denies), any fact, conclusion of law, issue of law or violation of law, including
24 without limitation, any admission concerning any violation of Proposition 65 or any other
25 statutory, regulatory, common law, or equitable doctrine, or the meaning of the terms
26 "knowingly and intentionally expose" or "clear and reasonable warning" as used in Health and
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1 Safety Code section 25249.6. Nothing in this Consent Judgment, nor compliance with its terms,
2 shall constitute or be construed as an admission by the Parties of any fact, conclusion of law,
3 issue of law, or violation of law, or of fault, wrongdoing, or liability by any Defendant, its
4 officers, directors, employees, or parent, subsidiary or affiliated corporations, or be offered or
5 admitted as evidence in any administrative or judicial proceeding or litigation in any court,
6 agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or
7 impair any right, remedy, argument, or defense the Parties may have in any other or future legal
8 proceeding, except as expressly provided in this Consent Judgment.

9 **1.8 Purpose of Consent Judgment**

10 This Consent Judgment resolves claims that are denied and disputed. The Parties enter
11 into this Consent Judgment pursuant to a full and final settlement of any and all claims between
12 the parties for the purpose of avoiding prolonged litigation. The Parties intend that this Consent
13 Judgment provide, to the maximum extent permitted by law, *res judicata and collateral estoppel*
14 protection for Defendant against any and all other claims based on the same or similar
15 allegations under Proposition 65 pertaining to the Covered Products.
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17 **2. DEFINITIONS**

18 2.1 “Covered Products” means Anchovies sold or supplied by Defendant
19 manufactured through the date the Consent Judgment.

20 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
21 Court.

22 2.3 “Lead” means Lead and Lead Compounds.

23 2.4 “Cadmium” means Cadmium and Cadmium Compounds.
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1 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
2 **WARNINGS.**

3 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in
4 California, or ship for sale in California any Covered Products unless the level of Lead does not
5 exceed 34 parts per billion (“ppb”) and the level of Cadmium does not exceed 85 ppb.

6 3.2 For any Covered Products that will be offered by Defendant for sale in California
7 exceeding the levels specified in section 3.1, after the Effective Date, Defendant shall place a
8 Proposition 65 compliant warning on these products as set forth below. Any warning provided
9 pursuant to this section shall be affixed to the packaging of, or directly on, the Covered Products,
10 and be prominently placed with such conspicuousness as compared with other words, statements,
11 designs, or devices as to render it likely to be read and understood by an ordinary individual
12 under customary conditions before purchase or use. The warning must be set off from other
13 surrounding information, enclosed in a box. Where the packaging of the Covered Product
14 includes consumer information as defined by California Code of Regulations title 27 §25600.1(c)
15 in a language other than English, the warning must also be provided in that language in addition
16 to English. The Parties agree that current law permits the long form or short form warning to be
17 used for food products. Where a short form warning is used, the entire warning must be in a type
18 size no smaller than the largest type size used for other consumer information on the product. In
19 no case shall the warning appear in a type size smaller than 6-point type. The Parties also agree
20 that current law does not require the use of the “/food” on short-form warnings URL, but that
21 such is recommended under a proposed regulation of OEHHA still in the regulatory process.
22 Should the proposed regulation be adopted, Defendant agrees to follow any compliance period
23 specified by the California Code of Regulations for parties to redesign their labels to comply
24 with the new law. The Parties agree that the following long form and short form warning
25 language reflects the current law as it presently exists and shall constitute compliance with
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1 Proposition 65 with respect to all chemicals alleged in this Lawsuit and Notice as to the Covered
2 Products placed into the steam of commerce by Defendant after the Effective Date:

3 **WARNING:** Consuming this product can expose you to Lead,
4 a chemical known to the State of California to cause cancer
5 and birth defects or other reproductive harm. For more
6 information go to www.P65Warnings.ca.gov/food.

7 Or

8 **WARNING:** Consuming this product can expose you to
9 Cadmium, a chemical known to the State of California to cause
10 cancer and birth defects or other reproductive harm. For more
11 information go to www.P65Warnings.ca.gov/food.

12 or

13 ⚠️**WARNING:** Cancer and Reproductive Harm –
14 www.p65Warnings.ca.gov.

15 3.3 For any Covered Products still existing in the Defendant's inventory as of the
16 Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the
17 Covered Products does not exceed their respective levels of Lead or Cadmium. Any warning
18 provided pursuant to this section shall comply with the warning requirements under Section 3.2
19 above.

20 3.4 The Parties have agreed that an essential term of this settlement is that the
21 injunctive relief agreed to herein is a full and complete recitation of this settlement term, as
22 enumerated above, and acceptable to both Parties such that warnings may be provided without
23 product reformulation when the Covered Products contain levels of Lead and/or Cadmium in
24 exceedance of levels enumerated in section 3.1.

25 **4. SETTLEMENT PAYMENT**

26 4.1 **Payment and Due Date:** Within thirty (30) days of the Effective Date,
27 Defendant shall pay an all-inclusive total of One Hundred Fifty Thousand dollars (\$150,000) in
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1 full and complete settlement of any and all claims for monetary relief of any kind, including but
2 not limited to claims for civil penalties, damages, attorney’s fees, expert fees, or any other claim
3 for costs, expenses, or monetary relief of any kind, for all claims that were or could have been
4 asserted in the Notices and Complaint (the “Total Settlement Payment”). The \$150,000.00 Total
5 Settlement Payment shall be allocated as follows:

6 **4.1.1 Civil Penalty:** Defendant shall issue separate checks totaling Ten
7 Thousand Seven Hundred Forty dollars (\$10,740.00) as penalties pursuant to Health & Safety
8 Code § 25249.12:

9 (a) Defendant will issue a check made payable to the State of California’s
10 Office of Environmental Health Hazard Assessment (“OEHHA”) in the amount of Eight
11 Thousand and Fifty five dollars (\$8,055.00) representing 75% of the total penalty and Defendant
12 will issue a separate check to CAG in the amount of Two Thousand Six Hundred and Eighty
13 Five dollars (\$2,685.00) representing 25% of the total penalty; and

14 (b) Separate 1099s shall be issued for each of the above payments:
15 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
16 0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
17 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

18 **4.1.2 Additional Settlement Payments:** Pursuant to Health & Safety Code §
19 25249.7(b) and California Code of Regulations, Title 11 § 3203(d), Defendant shall make a
20 separate payment, in the amount of Eight Thousand and Ten dollars (\$8,010.00) as an additional
21 settlement payment to “Consumer Advocacy Group, Inc.” Defendant will issue a separate check
22 to CAG for the Additional Settlement Payment. CAG will use this portion of the Total
23 Settlement Payment as follows, eighty five percent (85%) for fees of investigation, purchasing
24 and testing for Proposition 65 listed chemicals in various products, and for expert fees for
25 evaluating exposures through various mediums, including but not limited to consumer product,
26 occupational, and environmental exposures to Proposition 65 listed chemicals, and the cost of
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1 hiring consulting and retaining experts who assist with the extensive scientific analysis necessary
2 for those files in litigation and to offset the costs of future litigation enforcing Proposition 65 but
3 excluding attorney fees; fifteen percent (15%) for administrative costs incurred during
4 investigation and litigation to reduce the public’s exposure to Proposition 65 listed chemicals by
5 notifying those persons and/or entities believed to be responsible for such exposures and
6 attempting to persuade those persons and/or entities to reformulate their products or the source of
7 exposure to completely eliminate or lower the level of Proposition 65 listed chemicals including
8 but not limited to costs of documentation and tracking of products investigated, storage of
9 products, website enhancement and maintenance, computer and software maintenance,
10 investigative equipment, CAG’s member’s time for work done on investigations, office supplies,
11 mailing supplies and postage. Within 30 days of a request from the Attorney General, CAG shall
12 provide to the Attorney General copies of documentation demonstrating how the above funds
13 have been spent. CAG shall be solely responsible for ensuring the proper expenditure of such
14 additional settlement payment.

15 **4.1.3 Reimbursement of Attorneys’ Fees and Costs:** In full and complete
16 resolution of any claims to Plaintiff’s attorney’s fees and expenses related to this matter,
17 notwithstanding sections 6.2 and 9.2 below, Defendant shall pay One Hundred Thirty One
18 Thousand Two Hundred Fifty dollars (\$131,250.00) to “Yeroushalmi & Yeroushalmi” as full
19 and complete reimbursement for any and all costs, reasonable investigation fees, expenses,
20 attorneys’ fees, expert fees, and any and all other costs and expenses of any kind incurred as a
21 result of investigating, bringing this matter to Defendant’s attention, preparing and serving the
22 Notice, litigating, negotiating a settlement in the public interest, and seeking and obtaining court
23 approval of this Consent Judgment.

24 4.2 Other than the payment to OEHHA described above, all payments referenced in
25 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,
26 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The
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1 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment,
2 Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently
3 with payment to OEHHA, Defendant shall provide CAG with written confirmation that the
4 payment to OEHHA was delivered.

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

6 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on
7 behalf of itself and in the public interest and Defendant for the alleged failure to provide a
8 Proposition 65 warning of exposure to Lead and Cadmium from the Covered Products as set
9 forth in the Notice and filed Lawsuit, 20STCV21985, and fully resolves all claims for all
10 products and chemicals that have been asserted against Defendant by CAG in this Lawsuit and
11 the Notice pertaining to this Lawsuit up through the Effective Date for the alleged failure to
12 provide Proposition 65 warnings for the Covered Products. CAG, on behalf of itself and in the
13 public interest, hereby discharges Defendant and its officers, directors, insurers, employees,
14 parents, shareholders, divisions, subdivisions, subsidiaries, and their successors and assigns
15 (“Defendant Releasees”) and all customers, retailers and downstream entities in the distribution
16 chain of the Covered Products to whom Defendant distributed or sold Covered Products, and the
17 predecessors, successors and assigns of any of them, and all of their respective officers, directors,
18 shareholders, members, managers, employees, agents only as to all Covered Products sold by the
19 Defendant (collectively, “Downstream Releasees”), for all Covered Products placed into the
20 stream of commerce up through the Effective Date for violations of Proposition 65 based on
21 exposure to Lead and Cadmium from the Covered Products. Defendant’s compliance with the
22 terms of this Consent Judgment shall be deemed to constitute compliance with Proposition 65
23 regarding alleged exposures to Lead and Cadmium from the Covered Products. Nothing in this
24 Section affects CAG’s right to commence or prosecute an action under Proposition 65 against
25 any person other than Defendant Releasees or Downstream Releasees after the Effective Date.
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1 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
2 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
3 indirectly, any form of legal action and releases all claims, including, without limitation, all
4 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
5 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
6 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,
7 fixed or contingent (collectively "Claims"), against the Released Parties arising from any
8 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
9 about exposure to Lead and Cadmium from the Covered Products that could have originally been
10 brought in the current lawsuit. If there were chemicals listed in the Notice which were not named
11 in the current lawsuit, CAG waives the right to file lawsuits for those chemicals in the Covered
12 Products. In furtherance of the foregoing, as to alleged exposures to Lead and Cadmium from the
13 Covered Products, CAG on behalf of itself only, hereby waives any and all rights and benefits
14 which it now has, or in the future may have, conferred upon it with respect to Claims arising
15 from any violation of Proposition 65 or any other statutory or common law regarding the failure
16 to warn about exposure to Lead and Cadmium from the Covered Products by virtue of the
17 provisions of section 1542 of the California Civil Code, which provides as follows:

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

24 CAG understands and acknowledges that the significance and consequence of this waiver of
25 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
26 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
27 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
28 about exposure to Lead and Cadmium from the Covered Products, including but not limited to
any exposure to, or failure to warn with respect to exposure to all chemicals listed in the notices

1 in the Covered Products, CAG will not be able to make any claim for those damages against
2 Released Parties. Furthermore, CAG acknowledges that it intends to release Defendant fully and
3 completely from these Covered Products and fully accepts these consequences for any such
4 Claims arising from any violation of Proposition 65 or any other statutory or common law
5 regarding the failure to warn about exposure to Lead and Cadmium and all chemicals listed in
6 the notices from the Covered Products as may exist as of the date of this release but which CAG
7 does not know exist, and which, if known, would materially affect their decision to enter into this
8 Consent Judgment, regardless of whether their lack of knowledge is the result of ignorance,
9 oversight, error, negligence, or any other cause.

10 **6. ENFORCEMENT OF JUDGMENT**

11 6.1 Any alleged violation of the terms of this Consent Judgment shall be enforced
12 exclusively hereunder by the Parties hereto and may only be through the terms of the entered
13 consent judgment. Before CAG moves to enforce the terms of this Consent Judgment, CAG must
14 provide written notice to Defendant of any alleged violation, including the date and location of
15 the alleged violation and provide all evidence supporting the alleged violation including any
16 applicable test results, product photographs, and purchase receipts, subject to a reasonable
17 confidentiality agreement if requested. The Parties will thereafter meet and confer for a
18 minimum period of 30 days to allow time for Defendant to present CAG any relevant
19 compliance information and/or corrective action taken related to the alleged violation, including
20 if applicable the date of manufacture, import, distribution, or sale of the Covered Product at issue
21 for purposes of determining the applicability of the release hereunder. If the Parties cannot
22 resolve the alleged violation, either Party may move to enforce the terms of this Consent
23 Judgment consistent with the terms herein. If the Parties cannot resolve the alleged violation at
24 the conclusion of the meet and confer process, CAG has the right to enforce the terms of the
25 Consent Judgment herein and seek penalties and fees against Defendant.

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27 6.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
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1 prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

2 **7. ENTRY OF CONSENT JUDGMENT**

3 7.1 CAG shall be responsible for preparing a motion seeking approval of this Consent
4 Judgment pursuant to California Health & Safety Code § 25249.7(f). The Parties agree to act in
5 good faith to obtain Court approval of the Consent Judgment. Upon entry of the Consent
6 Judgment, CAG and Defendant waive their respective rights to a hearing, trial, or appeal on the
7 allegations in the Notices and/or Complaint.

8 7.2 The Parties shall make good faith efforts to have the Consent Judgment approved
9 by the Court.

10 7.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent
11 Judgment and any and all prior agreements between the Parties merged herein shall terminate
12 and become null and void, and the actions shall revert to the status that existed prior to the
13 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
14 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
15 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
16 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer in
17 good faith to determine whether to modify the terms of the Consent Judgment and to resubmit it
18 for approval.

19 **8. MODIFICATION OF JUDGMENT**

20 8.1 This Consent Judgment may be modified only upon written agreement of the
21 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
22 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

23 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
24 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.
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1 **9. RETENTION OF JURISDICTION**

2 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
3 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

4 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
5 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs as determined
6 by the Court or agreement of the Parties.

7 **10. DUTIES LIMITED TO CALIFORNIA**

8 10.1 This Consent Judgment shall have no effect on Covered Products sold by
9 Defendant outside the State of California.

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

11 11.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
12 California Attorney General so that the Attorney General may review this Consent Judgment
13 prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General
14 has received the aforementioned copy of this Consent Judgment, and in the absence of any
15 written objection by the Attorney General to the terms of this Consent Judgment, CAG will then
16 submit the Consent Judgment to the Court for approval.

17 **12. ATTORNEY FEES**

18 12.1 Except as specifically provided in Section 4.1.3, 6.2, and 9.2, each Party shall
19 bear its own costs and attorney fees in connection with the claims alleged in the Notices and
20 Complaint which are entirely resolved in this Consent Judgment.

21 **13. GOVERNING LAW**

22 13.1 The validity, construction and performance of this Consent Judgment shall be
23 governed by the laws of the State of California, without reference to any conflicts of law
24 provisions of California law.

25 13.2 The terms of this Consent Judgment shall be governed by the laws of the State of
26 California. In the event that Proposition 65 is repealed, preempted, or is otherwise rendered
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1 inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are
2 rendered inapplicable or are no longer required as a result of any such repeal or preemption, or
3 rendered inapplicable by reason of law generally as to the Covered Products, then any Defendant
4 subject to this Consent Judgment may provide written notice to CAG of any asserted change in
5 the law, and shall have no further obligations pursuant to this Consent Judgment with respect to,
6 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment
7 shall be interpreted to relieve a Defendant from any obligation to comply with any pertinent state
8 or federal law or regulation.

9 13.3 The Parties, including their counsel, have participated in the preparation of this
10 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
11 Consent Judgment was subject to revision and modification by the Parties and has been accepted
12 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
13 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
14 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
15 agrees that any statute or rule of construction providing that ambiguities are to be resolved
16 against the drafting Party should not be employed in the interpretation of this Consent Judgment
17 and, in this regard, the Parties hereby waive California Civil Code § 1654.

18 **14. EXECUTION AND COUNTERPARTS**

19 14.1 This Consent Judgment may be executed in counterparts and by means of
20 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
21 one document and have the same force and effect as original signatures.

22 **15. NOTICES**

23 15.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

24 If to CAG:

25 Reuben Yeroushalmi
26 Shannon Royster

1 YEROUSHALMI & YEROUSHALMI
2 9100 Wilshire Boulevard, Suite 240W
3 Beverly Hills, CA 90212
4 (310) 623-1926
5 Email: lawfirm@yeroushalmi.com

6 If to Kim Seng Company:
7 Kathleen N. Strickland
8 Briana Bramer
9 ROPERS MAJESKI PC
10 505 Sansome Street, Suite 1925
11 San Francisco, CA 94111
12 (415) 543-4800
13 Email: kathleen.strickland@ropers.com

14 **16. AUTHORITY TO STIPULATE**

15 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
16 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
17 the party represented and legally to bind that party.

AGREED TO: Date: _____, 2022 Name: _____ Title: _____ CONSUMER ADVOCACY GROUP, INC.	AGREED TO: Date: <u>April 01</u> , 2022  Name: <u>GARY TSAI</u> Title: <u>Manager/Director</u> KIM SENG COMPANY, INC. dba IHA BEVERAGE
--	---

24 **IT IS SO ORDERED.**

25 Date: _____

1 YEROUSHALMI & YEROUSHALMI
2 9100 Wilshire Boulevard, Suite 240W
3 Beverly Hills, CA 90212
4 (310) 623-1926
5 Email: lawfirm@yeroushalmi.com

6 If to Kim Seng Company:
7 Kathleen N. Strickland
8 Briana Bramer
9 ROPERS MAJESKI PC
10 505 Sansome Street, Suite 1925
11 San Francisco, CA 94111
12 (415) 543-4800
13 Email: kathleen.strickland@ropers.com

14 **16. AUTHORITY TO STIPULATE**

15 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
16 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
17 the party represented and legally to bind that party.

AGREED TO: Date: <u>April 1</u> , 2022 <u>Michael Marcus</u> Name: <u>Michael Marcus</u> Title: <u>Director</u> CONSUMER ADVOCACY GROUP, INC.	AGREED TO: Date: _____, 2022 _____ Name: _____ Title: _____ KIM SENG COMPANY, INC. dba IHA BEVERAGE
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24 **IT IS SO ORDERED.**

25 Date: _____

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AGREED TO: Date: _____, 2022 Name: _____ Title: _____ CONSUMER ADVOCACY GROUP, INC.	AGREED TO: Date: _____, 2022 Name: _____ Title: _____ KIM SENG COMPANY, INC. dba IHA BEVERAGE
--	---

24 **IT IS SO ORDERED.**

25 Date: _____

JUDGE OF THE SUPERIOR COURT

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