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8 Attorneys for Plaintiff,
9 Consumer Advocacy Group, Inc.

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

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

14 Plaintiff,

15 vs.

16 MITSUWA CORPORATION, a California
17 Corporation;
18 CENTRAL BOEKI CALIF., LTD., a
19 California Corporation;
20 PAX'S DISTRIBUTORS, a Business Entity
21 Form Unknown; and DOES 1-60.

22 Defendant.

Case No. 20STCV47785

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

Complaint filed: December 15, 2020

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 Mitsuwa Corporation (“Mitsuwa”) and Central Boeki Calif., Ltd.
5 (“Central Boeki”) (collectively, “Settling Defendants”), with each a “Party” to the action and
6 collectively referred to as “Parties.”

7 **1.2 Defendants and Covered Products**

8 1.2.1 CAG alleges that Mitsuwa is a California corporation that employs (10)
9 ten or more persons. Accordingly, for purposes of this Consent Judgment only, Mitsuwa is
10 deemed a person in the course of doing business in California and subject to the provisions of the
11 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§
12 25249.6 et seq. (“Proposition 65”).

13 1.2.2 CAG alleges that Central Boeki is a California corporation that employs
14 (10) ten or more persons. Accordingly, for purposes of this Consent Judgment, only, Central
15 Boeki is deemed a person in the course of doing business in California and subject to the
16 provisions of Proposition 65.

17 1.2.3 CAG alleges that Settling Defendants manufacture, cause to be
18 manufactured, imported, distribute, and/or sell in California the following:
19 (1) dried seaweed products, including but not limited to (i) “HEARTFUL FARM”; “DRIED
20 SEAWEED”; “HEARTFUL KAISO SALAD”; “PRODUCT OF JAPAN”; “NET WT.:
21 8GR/0.28oz”; “Distributed by MITSUWA CORPORATION TORRANCE, CA 90501”;
22 “2020.4.14”; “<http://www.mitsuifoods.co.jp/>”; “0120-130570”; “4 970858005204”; (ii) “Dried
23 Seaweed”; “Fukushima Tennen Rishirikonbu”; “Distributed By: Central Boeki Calif., Ltd.”; “Net
24 Wt.: 35gr/1.24oz”; “4 905923 755913”; (iii) “Hagoromo”; “Dried Seaweed”; “Net Wt.:
25 10Gr/0.35 oz”; Distributed by Mitsuwa Corporation”; “4 902560 413824”; “Product of Japan”;
26 and (iv) “Hagomoro”; “DRIED SEAWEED”; “HAGOROMO OMUSUBINORI YAKI”;
27 “PRODUCT OF JAPAN”; “DISTRIBUTED BY MITSUWA CORPORATION TORRANCE
28

1 CA 90501”; “NET WT.: 10 GR/0.35 oz”; “4 902560 413824” (collectively, “Dried Seaweed”);
2 and
3 (2) dried baked fish products, identified as (i) “Baked Flying Fish”; “Sasaki Ago Aburiyaki”;
4 “009-600232”; “Net Wt: 50GR/1.7oz”; “UPC 4 937932 028498”; and (ii) “Seasoned Filefish
5 Cutted”; “S-Trust (Wasabi Kawahagi)”; “Net Wt. 0.63 oz (18 g)”; ITEM#: PC18652”;
6 “Distributed by Pax’s”; “UPC 4 562486 042913”; “Product of Japan” (collectively, “Dried Baked
7 Fish”).

8 1.3 Chemicals of Concern

9 1.3.1 Lead and lead compounds (“Lead”) as well as cadmium and cadmium
10 compounds (“Cadmium”) have been listed by the State of California as chemicals known to cause
11 cancer and/or birth defects or other reproductive harm (collectively the “Listed Chemicals”).

12 1.4 Notices of Violation.

13 1.4.1 On or about December 23, 2019, CAG served a “60-Day Notice of Intent
14 to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986”
15 (“December 23, 2019 Notice”) that provided the recipients with notice of alleged violations of
16 Health & Safety Code § 7825249.6 for failing to warn individuals in California of exposures to
17 the Listed Chemicals Lead and Cadmium allegedly contained in Dried Seaweed products
18 manufactured, imported, distributed, and/or sold in California by Mitsuwa, including but not
19 limited to “HEARTFUL FARM”; “DRIED SEAWEED”; “HEARTFUL KAISO SALAD”;
20 “PRODUCT OF JAPAN”; “NET WT.: 8GR/0.28oz”; “Distributed by MITSUWA
21 CORPORATION TORRANCE, CA 90501”; “2020.4.14”; “<http://www.mitsuifoods.co.jp/>”;
22 “0120-130570”; “4 970858005204”. To the best of the Parties’ knowledge, no public enforcer
23 has commenced or diligently prosecuted the allegations set forth in the December 23, 2019
24 Notice.

25 1.4.2 On or about March 18, 2020, CAG served a “60-Day Notice of Intent to
26 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“March 18,
27 2020 Notice”) that provided the recipients with notice of alleged violations of Health & Safety
28 Code § 25249.6 for failing to warn individuals in California of exposures to the Listed Chemical

1 Lead allegedly contained in Dried Seaweed products manufactured, imported, distributed, and/or
2 sold in California by Mitsuwa, including but not limited to “Hagomoro”; “DRIED SEAWEED”;
3 “HAGOROMO OMUSUBINORI YAKI”; “PRODUCT OF JAPAN”; “DISTRIBUTED BY
4 MITSUWA CORPORATION TORRANCE CA 90501”; “NET WT.: 10 GR/0.35 oz”; “4 902560
5 413824”. To the best of the Parties’ knowledge, no public enforcer has commenced or diligently
6 prosecuted the allegations set forth in the March 18, 2020 Notice.

7 1.4.3 On or about May 14, 2020, CAG served a “60-Day Notice of Intent to
8 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“May 14,
9 2020 Notice”) that provided the recipients with notice of alleged violations of Health & Safety
10 Code § 25249.6 for failing to warn individuals in California of exposures to the Listed Chemical
11 Lead allegedly contained in Dried Seaweed products manufactured, imported, distributed, and or
12 sold in California by Mitsuwa and Central Boeki, including but not limited to “Dried Seaweed”;
13 “Fukushima Tennen Rishirikonbu”; “Distributed By: Central Boeki Calif., Ltd.”; “Net Wt.:
14 35gr/1.24oz”; “4 905923 755913”. To the best of the Parties’ knowledge, no public enforcer has
15 commenced or diligently prosecuted the allegations set forth in the May 14, 2020 Notice.

16 1.4.4 On or about May 18, 2020, CAG served a “60-Day Notice of Intent to
17 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“May 18,
18 2020 Notice”) that provided the recipients with notice of alleged violations of Health & Safety
19 Code § 25249.6 for failing to warn individuals in California of exposures to the Listed Chemical
20 Lead allegedly contained in Dried Seaweed products manufactured, imported, distributed, and/or
21 sold in California by Mitsuwa, including but not limited to “Hagoromo”; “Dried Seaweed”; “Net
22 Wt.: 10Gr/0.35 oz”; Distributed by Mitsuwa Corporation”; “4 902560 413824”; “Product of
23 Japan”. To the best of the Parties’ knowledge, no public enforcer has commenced or diligently
24 prosecuted the allegations set forth in the May 18, 2020 Notice.

25 1.4.5 On or about July 15, 2020, CAG served a “60-Day Notice of Intent to
26 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“July 15,
27 2020 Notice”) that provided the recipients with notice of alleged violations of Health & Safety
28 Code § 25249.6 for failing to warn individuals in California of exposures to the Listed Chemical

1 Lead allegedly contained in Dried Baked Fish products manufactured, imported, distributed,
2 and/or sold in California by Mitsuwa and Central Boeki, including but not limited to “Baked
3 Flying Fish”; “Sasaki Ago Aburiyaki”; “009-600232”; “Net Wt: 50GR/1.7oz”; “UPC 4 937932
4 028498”. To the best of the Parties’ knowledge, no public enforcer has commenced or diligently
5 prosecuted the allegations set forth in the July 15, 2020 Notice.

6 1.4.6 On or about July 22, 2020, CAG served a “60-Day Notice of Intent to
7 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (“July 22,
8 2020 Notice”) that provided the recipients with notice of alleged violations of Health & Safety
9 Code § 25249.6 for failing to warn individuals in California of exposures to the Listed Chemical
10 Lead allegedly contained in Dried Baked Fish products manufactured, imported, distributed,
11 and/or sold in California by Mitsuwa, including but not limited to “Seasoned Filefish Cutted”;
12 “S-Trust (Wasabi Kawahagi)”; “Net Wt. 0.63 oz (18 g)”; ITEM#: PC18652”; “Distributed by
13 Pax’s”; “UPC 4 562486 042913”; “Product of Japan” . To the best of the Parties’ knowledge, no
14 public enforcer has commenced or diligently prosecuted the allegations set forth in the July 22,
15 2020 Notice.

16 1.4.7 The December 23, 2019, March 18, 2020, May 14, 2020, and May 18,
17 2020 60 Day Notices are collectively referred to as the “Dried Seaweed Notices”. The July 15,
18 2020 ad July 22, 2020 60 Day Notices are collectively referred to as the “Dried Baked Fish
19 Notices”. The Dried Seaweed Notices and the Dried Baked Fish Notices are collectively referred
20 to as the “Notices”.

21 1.5 **Complaint.**

22 1.5.1 On December 15, 2020 CAG filed a Complaint for civil penalties and
23 injunctive relief (the “Complaint”) in Los Angeles County Superior Court, Case No.
24 20STCV47785 against Settling Defendants based on the Notices. The Complaint alleges, among
25 other things, that Settling Defendants violated Proposition 65 by failing to give clear and
26 reasonable warnings of alleged exposure to the Listed Chemicals contained in certain Dried
27 Seaweed and Dried Baked Fish products manufactured, imported, distributed, and/or sold by
28 Settling Defendants in California.

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1.6 Consent to Jurisdiction

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Notices (listed above in Section 1.4) and in the Complaint and personal jurisdiction over Settling Defendants as to the acts alleged in the Notices and Complaint, that venue is proper in the County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a full settlement and resolution of the allegations contained in the Notices and Complaint and of all claims which were or could have been raised by any person or entity based in whole or in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

1.7 No Admission

This Consent Judgment resolves claims that are denied and disputed. The Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall be construed as an admission by Settling Defendants of any material allegation in the Complaint, or of any fact, conclusion of law, issue of law, or violation of law of any kind, including without limitation, any admission concerning any alleged or actual violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as used in Health and Safety Code section 25249.6. Settling Defendants expressly maintain that all products they manufacture, import, distribute, and/or sell, including but not limited to Dried Seaweed and Dried Baked Fish products have at all times complied with all laws, including but not limited to Proposition 65, and are completely safe for their intended use. 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 any fault, wrongdoing, or liability by any of the Settling Defendants, their officers, directors, employees, or parent, subsidiary, or affiliated corporations or stores, or be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum for purposes of establishing same. Furthermore, nothing in this Consent

1 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties
2 may have in any other or future legal proceeding, except as expressly provided in this Consent
3 Judgment.

4 **2. DEFINITIONS**

5 2.1 “Covered Products” means the following products allegedly manufactured,
6 imported, distributed, and/or sold by Settling Defendants in California:

7 (a) All Dried Seaweed products, including but not limited to:

8 (i) “HEARTFUL FARM”; “DRIED SEAWEED”; “HEARTFUL KAISO SALAD”;
9 “PRODUCT OF JAPAN”; “NET WT.: 8GR/0.28oz”; “Distributed by MITSUWA
10 CORPORATION TORRANCE, CA 90501”; “2020.4.14”;

11 “<http://www.mitsuifoods.co.jp/>”; “0120-130570”; “4 970858005204”;

12 (ii) “Dried Seaweed”; “Fukushima Tennen Rishirikonbu”; “Distributed By: Central
13 Boeki Calif., Ltd.”; “Net Wt.: 35gr/1.24oz”; “4 905923 755913”;

14 (iii) “Hagoromo”; “Dried Seaweed”; “Net Wt.: 10Gr/0.35 oz”; Distributed by
15 Mitsuwa Corporation”; “4 902560 413824”; “Product of Japan”; and

16 (iv) “Hagomoro”; “DRIED SEAWEED”; “HAGOROMO OMUSUBINORI YAKI”;
17 “PRODUCT OF JAPAN”; “DISTRIBUTED BY MITSUWA CORPORATION
18 TORRANCE CA 90501”; “NET WT.: 10 GR/0.35 oz”; “4 902560 413824”;

19 and

20 (b) All Dried Baked Fish products, identified as:

21 (i) “Baked Flying Fish”; “Sasaki Ago Aburiyaki”; “009-600232”; “Net Wt:
22 50GR/1.7oz”; “UPC 4 937932 028498”; and

23 (ii) “Seasoned Filefish Cutted”; “S-Trust (Wasabi Kawahagi)”; “Net Wt. 0.63 oz (18
24 g)”; ITEM#: PC18652”; “Distributed by Pax’s”; “UPC 4 562486 042913”; “Product
25 of Japan”.

26 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
27 Court.

28 2.3 “Lead” means lead and lead compounds.

1 2.4 “Cadmium” means cadmium and cadmium compounds.

2 2.5 “Listed Chemicals” means Lead and Cadmium.

3 2.6 “Notices” means the December 23, 2019 Notice; the March 18, 2020 Notice; the
4 May 14, 2020 Notice; the May 18, 2020 Notice; the July 15, 2020 Notice; and the July 22, 2020
5 Notice.

6 **3. INJUNCTIVE RELIEF & CLEAR AND REASONABLE WARNINGS.**

7 3.1 After the Effective Date, Settling Defendants shall not manufacture, import,
8 distribute, and/or sell in California any Dried Seaweed products without a Proposition 65 warning
9 unless the level of Lead in such Dried Seaweed products does not exceed more than 75 parts per
10 billion (“ppb”) and the level of Cadmium in such products does not exceed more than 85 ppb.
11 For any Dried Seaweed products that exceed 75 ppb of Lead and/or 85 ppb of Cadmium and
12 which are sold in California after the Effective Date, Settling Defendants must provide a
13 Proposition 65 compliant warning for the Dried Seaweed products, as set forth below in Section
14 3.3. Any warning provided pursuant to this section shall be provided by retail store signage, or
15 on the labeling of or affixed to the packaging of the Dried Seaweed products, and shall be
16 prominently placed with such conspicuousness as compared with other words, statements,
17 designs, or devices as to render it likely to be read and understood by an ordinary individual
18 under customary conditions before purchase or use. Settling Defendants also agree to provide
19 internet warnings compliant with Proposition 65 regulations for Dried Seaweed products
20 available for sale through Settling Defendants’ online websites and distributed or sold to
21 customers in California.

22 3.2 After the Effective Date, Settling Defendants shall not manufacture, import,
23 distribute, and/or sell in California any Dried Baked Fish products without a Proposition 65
24 warning unless the level of Lead in such Dried Baked Fish products does not exceed more than
25 34 ppb. For any Dried Baked Fish products that exceed 34ppb of Lead and are sold in California
26 after the Effective Date, Settling Defendants must provide a Proposition 65 compliant warning
27 for the Dried Baked Fish products, as set forth below in Section 3.3. Any warning provided
28 pursuant to this section shall be provided by retail store signage, or on the labeling of, affixed to

1 the packaging of, or directly on, the Dried Baked Fish products, and shall be prominently placed
2 with such conspicuousness as compared with other words, statements, designs, or devices as to
3 render it likely to be read and understood by an ordinary individual under customary conditions
4 before purchase or use. Settling Defendants also agree to provide internet warnings compliant
5 with Proposition 65 regulations for Dried Baked Fish products available for sale through Settling
6 Defendants' online websites and distributed or sold to customers in California.

7 3.3 The Parties agree that product label and/or package warnings stating that:

8 [California Proposition 65] **WARNING:** Consuming this product can expose you to
9 chemicals including lead, which are known to the State of California to cause cancer and birth
10 defects or other reproductive harm. For more information, go to
www.P65Warnings.ca.gov/food.

11 or

12  [California Proposition 65] **WARNING:** Cancer and Reproductive Harm--
13 www.P65Warnings.ca.gov.

14 shall constitute compliance with Proposition 65 with respect to the alleged Listed Chemical(s) in
15 the Covered Products manufactured, imported, distributed and/or sold by the Settling Defendants
16 after the Effective Date. Language in brackets is optional.

17 The Parties further agree that retail warning signs placed in reasonably close
18 proximity to Dried Seaweed Products sold in Mitsuwa's California Stores stating that:

19
20 [California Proposition 65] **WARNING:** Consuming seaweed products offered for sale on
21 these shelves can expose you to chemicals including lead, which are known to the State of
22 California to cause cancer and birth defects or other reproductive harm. For more information,
go to www.P65Warnings.ca.gov/food.

23 And that retail warning signs placed in reasonably close proximity to Dried Baked
24 Fish Products sold in Mitsuwa's California Stores stating that:

25
26 [California Proposition 65] **WARNING:** Consuming baked and/or dried fish products
27 offered for sale on these shelves can expose you to chemicals including Lead, which are
28 known to the State of California to cause cancer and birth defects or other reproductive harm.
For more information, go to www.P65Warnings.ca.gov/food.

1 shall constitute compliance with Proposition 65 with respect to the alleged Listed Chemical(s)
2 in the baked or dried fish products manufactured, imported, distributed and/or sold by Settling
3 Defendants in California after the Effective Date. Language in brackets is optional.

4 In lieu of the preceding warning content and methods set forth above, Settling
5 Defendants may use any specific safe-harbor warning content and method applicable to the
6 Covered Products set forth in Title 27, California Code of Regulations, section 25600 *et seq.*,
7 as amended August 30, 2018 and subsequently thereafter.

8 **4. SETTLEMENT PAYMENT**

9 **4.1 Payment and Due Date:** Within ten (10) days of the Effective Date, Defendants
10 shall collectively pay a total of One hundred and ten thousand dollars (\$110,000) in full and
11 complete settlement of any and all claims against them for civil penalties, damages, attorney's
12 fees, expert fees, investigative expenses, or any other claim for costs, expenses, or monetary relief
13 of any kind that were or could have been asserted against them in the Notices and Complaint as
14 follows:

15 **4.1.1 Civil Penalty:** Settling Defendants shall collectively be responsible for
16 issuing two separate checks totaling Twelve thousand five hundred and eighty dollars (\$12,580)
17 as civil penalties pursuant to Health & Safety Code § 25249.12:

18 (a) Defendants will collectively issue one check made payable to the
19 State of California's Office of Environmental Health Hazard Assessment ("OEHHA") in the
20 amount of nine thousand four hundred and thirty-five dollars (\$9,435) representing 75% of the
21 total civil penalty and Defendants will collectively issue a second check to CAG in the amount of
22 three thousand one hundred and forty-five dollars (\$3,145) representing 25% of the total civil
23 penalty;

24 (b) Separate 1099s shall be issued for each of the above payments:
25 Defendants will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
26 0284486) in the amount of \$9,435. Defendants will also issue a 1099 to CAG in the amount of
27 \$3,145 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite
28 240W, Beverly Hills, California 90212.

1 4.1.2 **Additional Settlement Payments:** Settling Defendants shall collectively
2 make a separate payment, in the amount of nine thousand four hundred and twenty dollars
3 (\$9,420) by check payable to CAG as an additional settlement payment to “Consumer Advocacy
4 Group, Inc.” pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations,
5 Title 11 § 3203(d). CAG will use this payment as follows: eighty percent (80%) for fees of
6 investigation, purchasing and testing of consumer products for Proposition 65 listed chemicals in
7 various products, and for expert fees for evaluating exposures through various mediums,
8 including but not limited to consumer product, occupational, and environmental exposures to
9 Proposition 65 listed chemicals, and the cost of hiring consulting and retaining experts who assist
10 with the extensive scientific analysis necessary for those files in litigation and to offset the costs
11 of future litigation enforcing Proposition 65 but excluding attorney fees; twenty percent (20%)
12 for administrative costs incurred during investigation and litigation to reduce the public’s
13 exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to
14 be responsible for such exposures and attempting to persuade those persons and/or entities to
15 reformulate their products or the source of exposure to completely eliminate or lower the level of
16 Proposition 65 listed chemicals including but not limited to costs of documentation and tracking
17 of products investigated, storage of products, website enhancement and maintenance, computer
18 and software maintenance, investigative equipment, CAG’s member’s time for work done on
19 investigations, office supplies, mailing supplies, and postage. Within 30 days of a request from
20 the Attorney General, CAG shall provide to the Attorney General copies of documentation
21 demonstrating how the above funds have been spent. CAG shall be solely responsible for
22 ensuring the proper expenditure of such additional settlement payment.

23 4.1.3 **Reimbursement of Attorney’s Fees and Costs:** Settling Defendants
24 shall collectively issue one check for a total of eighty-eight thousand dollars (\$88,000) payable to
25 “Yeroushalmi & Yeroushalmi” as complete reimbursement for any and all reasonable
26 investigation fees and costs, attorneys’ fees, expert fees, and any and all other costs and expenses
27 incurred as a result of investigating, bringing this matter to Defendants’ attention, litigating, and
28

1 negotiating a settlement in the public interest and seeking and obtaining court approval of this
2 Consent Judgment.

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

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

11 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on
12 behalf of itself and in the public interest, and Settling Defendants and their officers, directors,
13 insurers, employees, parents, shareholders, divisions, subdivisions, stores, subsidiaries, partners,
14 affiliates, sister companies, commonly owned entities, and their successors and assigns, and each
15 such entity who sold any of the Covered Products in California (collectively “Settling Defendant
16 Releasees”), and also each entity, *except* Pax’s Distributors, from whom Settling Defendant
17 Releasees directly or indirectly purchased any of the Covered Products (collectively the
18 “Releasees”), of all claims for actual or alleged violations of Proposition 65 for alleged exposures
19 to one or more of the Listed Chemicals from any of the Covered Products manufactured,
20 distributed, or sold by Settling Defendants through Mitsuwa stores or Mitsuwa’s online platform
21 up through the Effective Date as set forth in the Notices and the Complaint. Settling Defendants’
22 and Settling Defendant Releasees’ compliance with this Consent Judgment shall constitute
23 compliance with Proposition 65 with respect to alleged exposure to one or more of the Listed
24 Chemicals from the Covered Products manufactured, imported, distributed, or sold by Defendant
25 Releasees after the Effective Date. Nothing in this Section affects CAG’s right to commence or
26 prosecute an action under Proposition 65 against any person other than Settling Defendants,
27 Settling Defendant Releasees and/or the Releasees.

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, damages,
5 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert
6 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed, or
7 contingent (collectively "Claims"), against the Releasees arising from any violation of
8 Proposition 65 or any other statutory or common law claim related to Covered Products
9 manufactured, distributed, or sold by the Releasees through Mitsuwa's California stores or
10 Mitsuwa's online platform through the Effective Date regarding the failure to warn about
11 exposure to one or more of the Listed Chemicals from the Covered Products. In furtherance of
12 the foregoing, CAG on behalf of itself only, hereby waives any and all rights and benefits which
13 it now has, or in the future may have, conferred upon it with respect to Claims related to Covered
14 Products manufactured, imported, distributed, or sold by the Releasees through Mitsuwa's
15 California stores or Mitsuwa's online platform through the Effective Date arising from actual or
16 alleged violations of Proposition 65, or any other statutory or common law regarding the failure
17 to warn about exposure to Listed Chemicals from the Covered Products by virtue of the
18 provisions of Section 1542 of the California Civil Code, which provides as follows:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
20 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
21 EXIST IN HIS OR HER FAVOR AT THE TIME OF
22 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
23 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
24 SETTLEMENT WITH THE DEBTOR.

23 CAG understands and acknowledges that the significance and consequence of this waiver of
24 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
25 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
26 actual or alleged violation of Proposition 65 or any other statutory or common law related to
27 Covered Products manufactured, distributed, or sold by the Releasees through Mitsuwa's
28 California stores or Mitsuwa's online platform through the Effective Date, regarding the failure to

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

9 **6. ENFORCEMENT OF JUDGMENT**

10 6.1 Any alleged violation concerning Settling Defendants' actual or alleged failure to
11 provide Proposition 65 warnings for Listed Chemicals in Covered Products of the terms of this
12 Consent Judgment shall be enforced exclusively hereunder by the Parties hereto. Before any
13 Party moves to enforce the terms of this Consent Judgment, that Party shall provide written notice
14 to the other Parties of any alleged violation. The parties will thereafter cooperate in good faith
15 for at least 30 days in exchanging relevant information concerning the alleged violation under an
16 appropriate confidentiality agreement to the extent a confidentiality agreement is requested by
17 any of the Parties hereto. If the alleged violation cannot be resolved within 30 days of the
18 written notice of alleged violation, either Party may move to enforce the terms of this Consent
19 Judgment consistent with the terms hereof.

20 **7. ENTRY OF CONSENT JUDGMENT**

21 7.1 CAG shall file a motion seeking Court approval of this Consent Judgment
22 pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment,
23 CAG and Settling Defendants waive their respective rights to a hearing, trial, or appeal on the
24 allegations in the Notices and the Complaint.

25 7.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent
26 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
27 become null and void, and the action shall revert to the status that existed prior to the execution
28 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of

1 the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
2 have any effect, nor shall any such matter be admissible in evidence for any purpose in this
3 Action, or in any other proceeding; and (c) the Parties agree to meet and confer in good faith to
4 determine whether to modify the terms of the Consent Judgment and to resubmit it to the court
5 for approval.

6 **8. MODIFICATION OF JUDGMENT**

7 8.1 This Consent Judgment may be modified only upon written agreement of the
8 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
9 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

10 8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
11 meet and confer with the other Party for at least a period of 30 days prior to filing a motion to
12 modify the Consent Judgment.

13 **9. RETENTION OF JURISDICTION**

14 9.1 This Court shall retain jurisdiction of this matter to implement and enforce the
15 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

16 9.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
17 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

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

19 10.1 CAG shall serve a copy of this Consent Judgment, signed by both Parties, on the
20 California Attorney General so that the Attorney General may review this Consent Judgment
21 prior to its submittal to the Court for approval. No sooner than forty-five (45) days after the
22 Attorney General has received the aforementioned copy of this Consent Judgment, CAG may
23 then submit it to the Court for approval.

24 **11. ATTORNEY FEES**

25 11.1 Except as specifically provided in Sections 4.1.3, each Party shall bear its own
26 attorneys' fees and costs in connection with the claims resolved in this this Action.

27 **12. ENTIRE AGREEMENT**

28

1 12.1 This Consent Judgment contains the sole and entire agreement and understanding
2 of the Parties with respect to the entire subject matter hereof and any and all prior discussions,
3 negotiations, commitments, and understandings related hereto. No representations, oral or
4 otherwise, express or implied, other than those contained herein have been made by any Party
5 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
6 deemed to exist or to bind any of the Parties.

7 **13. GOVERNING LAW**

8 13.1 The validity, construction and performance of this Consent Judgment shall be
9 governed by the laws of the State of California, without reference to any conflicts of law
10 provisions of California law.

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

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

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14. EXECUTION AND COUNTERPARTS

14.1 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.

15. NOTICES

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

If to CAG:

Yeroushalmi & Yeroushalmi
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212
(310) 623-1926

If to Defendant Mitsuwa Corporation:

Nori Miyata or Current President
Mitsuwa Corporation
1815 West 213th Street, Suite 235
Torrance, CA 90501

If to Defendant Central Boeki Calif., Ltd.:

Atsushi Fujimoto or Current President
Central Boeki Calif., Ltd
19801 Rancho Way, Suite A,
Rancho Dominguez, CA 90220

With copy to:

J. Robert Maxwell, Esq.
ROGERS JOSEPH O'DONNELL
A Professional Law Corporation
311 California Street, 10th Fl.
San Francisco, CA 94104

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: _____, 2023

Name: _____

-

Title: _____
CONSUMER ADVOCACY GROUP,
INC.

AGREED TO:

Date: March 22, 2023

Name: Takeshi Izuma

Title: President & CEO
MITSUWA CORPORATION

AGREED TO:

Date: March 22, 2023



Name: Atsushi Fujimoto

Title: Executive Vice President
CENTRAL BOEKI CALIF., LTD.

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With copy to:

J. Robert Maxwell, Esq.
ROGERS JOSEPH O'DONNELL
A Professional Law Corporation
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San Francisco, CA 94104

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AGREED TO:

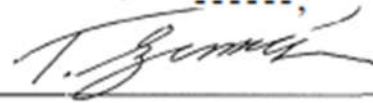
Date: _____, 2023

Name: _____

Title: _____
CONSUMER ADVOCACY GROUP,
INC.

AGREED TO:

Date: March 22, 2023



Name: Takeshi Izuma

Title: President & CEO
MITSUWA CORPORATION

AGREED TO:

Date: March 22, 2023

Name: Atsushi Fujimoto

Title: Executive Vice President
CENTRAL BOEKI CALIF., LTD.

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With copy to:


J. Robert Maxwell, Esq.
ROGERS JOSEPH O'DONNELL
A Professional Law Corporation
311 California Street, 10th Fl.
San Francisco, CA 94104

16. AUTHORITY TO STIPULATE

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AGREED TO:

Date: March 24, 2023



Name: Michael Marcus

Title: Director
CONSUMER ADVOCACY GROUP,
INC.

AGREED TO:

Date: March 22, 2023

Name: Takeshi Izuma

Title: President & CEO
MITSUWA CORPORATION

AGREED TO:

Date: March 22, 2023



Name: Atsushi Fujimoto

Title: Executive Vice President
CENTRAL BOEKI CALIF., LTD.

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AGREED TO:

Date: _____, 2023

Name: _____

Title: _____
CONSUMER ADVOCACY GROUP, INC.

AGREED TO:

Date: _____, 2023

Name: _____

Title: _____
MITSUWA CORPORATION.

AGREED TO:

Date: _____, 2023

Name: _____

Title: _____
CENTRAL BOEKI CALIF. LTD.

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT