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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 MARUKAI CORPORATION DBA TOKYO
18 CENTRAL, a Hawaii Corporation; and
19 DOES 1-50,

20 Defendants.

CASE NO. 20STCV19170

CONSENT JUDGMENT [PROPOSED]

[Assigned for All Purposes to the Hon. Holly J. Fujie,
Dept. 56]

Health & Safety Code § 25249.5 *et seq.*

21
22
23 **1. INTRODUCTION**

24 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
25 ADVOCACY GROUP, INC. (referred to as “CAG”) acting on behalf of itself and in the interest
26 of the public, and defendant, MARUKAI CORPORATION DBA TOKYO CENTRAL
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1 hereinafter referred to as “Defendant”), with each a Party to the action collectively referred to as
2 “Parties.”

3 **1.2 Defendant and Products**

4 1.2.1 Defendant is a California corporation which employs ten or more persons.
5 Defendant distributes, and sells: (1) Roasted Seaweed identified as • “MARUKAI;” “30;”
6 “TEMAKIYASAN ROASTED SEAWEED;” “NET:WT.: 1.11oz (31.5g);” “30 Half Cut
7 Sheets;” “PRODUCT OF CHINA;” “DISTRIBUTED BY MARUKAI CORPORATION
8 Gardena, CA 90248;” “6 921100 120006; and ”(2) Seasoned Seaweed identified as • “Marukai
9 Seasoned Seaweed”; “Net: Wt: 0.53 oz (15g);” “Ajinori Seaweed”; “3g x 5packs”; “UPC 6
10 921100 120020”; “Product of China”; “Distributed by Marukai Corporation”” (Hereinafter
11 referred to as the “Covered Products”)

12 1.2.2 For purposes of this Consent Judgment, Defendant is deemed a person in
13 the course of doing business in California and are subject to the provisions of the Safe Drinking
14 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
15 (“Proposition 65”).

16 **1.3 Chemicals of Concern**

17 1.3.1 Lead and Lead Compounds (hereinafter “Lead”) are known to the State of
18 California to cause cancer and/or birth defects or other reproductive harm.

19 1.3.2 Cadmium and Cadmium Compounds (hereinafter “Cadmium”) are known
20 to the State of California to cause cancer and/or birth defects or other reproductive harm.

21 1.3.3 Inorganic Arsenic (hereinafter Arsenic) are known to the State of California
22 to cause cancer and/or birth defects or other reproductive harm.

23 **1.4 Notices of Violation**

24 1.4.1 On or about January 9, 2020, CAG served Defendant and various public
25 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter
26 “Notice 1”) that provided the Defendant with notice of alleged violations of Health & Safety
27 Code § 25249.6 for failing to warn individuals in California of exposures to Lead, Arsenic, and
28

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

3 1.4.2 On or about February 10, 2020, CAG served Defendant and various public
4 enforcement agencies with a document entitled “60-Day Notice of Violation” (hereinafter
5 “Notice 2”) that provided the Defendant with notice of alleged violations of Health & Safety
6 Code § 25249.6 for failing to warn individuals in California of exposures to Lead, and Cadmium
7 contained in Seasoned Seaweed sold and/or distributed by Defendant. No other public enforcer
8 has commenced or diligently prosecuted the allegations set forth in the Notice.

9 1.4.3 Notice 1 and Notice 2 are collectively referred to as the “Notices”

10 **1.5 Complaint**

11 1.5.1 On May 20, 2020, CAG filed a complaint for civil penalties and injunctive
12 relief (“Complaint”) in Los Angeles Superior Court, Case No. 20STCV19170 against Defendant
13 The Complaint alleges, among other things, that Defendant violated Proposition 65 by failing to
14 give clear and reasonable warnings of exposure to Lead, Arsenic, and Cadmium from Covered
15 Products.

16 **1.6 Consent to Jurisdiction**

17 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court
18 has jurisdiction over the allegations of violations contained in the Complaint and personal
19 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the
20 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a
21 full settlement and resolution of the allegations contained in cause of action one of the Complaint
22 and of all claims which were or could have been raised by any person or entity based in whole or
23 in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

24 **1.7 No Admission**

25 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The
26 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all
27 claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this
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1 Consent Judgment shall be construed as an admission by the Parties of any material allegation of
2 the Complaint (each and every allegation of which Defendant denies), any fact, conclusion of
3 law, issue of law or violation of law, including without limitation, any admission concerning any
4 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,
5 or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable
6 warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment,
7 nor compliance with its terms, shall constitute or be construed as an admission by the Parties of
8 any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability
9 by any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated
10 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding
11 or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall
12 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
13 other or future legal proceeding, except as expressly provided in this Consent Judgment.

14 **2. DEFINITIONS**

15 2.1 “Covered Products” means products specifically identified in Paragraph 1.2.1 sold
16 or supplied by Defendant.

17 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
18 Court.

19 2.3 “Lead” means Lead and Lead Compounds.

20 2.4 “Cadmium” means Cadmium and Cadmium Compounds.

21 2.5 “Arsenic” means Inorganic Arsenic

22 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
23 **WARNINGS.**

24 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in
25 California, or ship for sale in California any Covered Products unless the level of Lead does not
26 exceed 75 parts per billion (“ppb”), the level of Cadmium does not exceed 85 ppb, and the level
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1 of Arsenic does not exceed 15ppb or unless Proposition 65 compliant warnings are used as set
2 forth in the following paragraphs.

3 3.2 For any Covered Products that exceeds their respective levels of Lead, Arsenic or
4 Cadmium that are placed into the stream of commerce in California after the Effective Date,
5 Defendant must provide a Proposition 65 compliant warning for the Covered Products as set
6 forth below. Any warning provided pursuant to this section shall be affixed to the packaging of,
7 or directly on, the Covered Products, and be prominently placed with such conspicuousness as
8 compared with other words, statements, designs, or devices as to render it likely to be read and
9 understood by an ordinary individual under customary conditions before purchase or use. The
10 warning must be set off from other surrounding information, enclosed in a box. Where the
11 packaging of the Covered Product includes consumer information as defined by California Code
12 of Regulations title 27 §25600.1(c) in a language other than English, the warning must also be
13 provided in that language in addition to English. The Parties agree that the following warning
14 language shall constitute compliance with Proposition 65 with respect to the alleged Lead, and
15 Cadmium in the Covered Products placed into the steam of commerce by Defendant after the
16 Effective Date:

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

20 or

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

24 For Roasted Seaweed, Defendant may also alternatively use the following warning:

25 **WARNING:** Consuming this product can expose you to Inorganic
26 Arsenic, a chemical known to the State of California to cause cancer
27 and birth defects or other reproductive harm. For more information go
28 to www.P65Warnings.ca.gov/food.

1 3.3 For any Covered Products still existing in the Defendant's inventory as of the
2 Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the
3 Covered Products does not exceed their respective levels of Lead, Arsenic or Cadmium. Any
4 warning provided pursuant to this section shall comply with the warning requirements under
5 Section 3.2 above.

6 3.5 As an alternative to placing the warning on the package of Covered Products as
7 provided herein, Defendant may place the warning on a product sign, label or shelf tag as
8 provided by law. For any Covered Product where the Defendant uses a consumer product sign,
9 label, or shelf tag to provide a warning, which includes consumer information in a language
10 other than English, the warning must also be provided in that foreign language in addition to
11 English.

12 3.6 Changes in the law and regulations applicable to Prop 65 occurring after this date
13 shall be incorporated into the terms of this Consent Judgment.

14 **4. SETTLEMENT PAYMENT**

15 4.1 **Payment and Due Date:** Within ten (10) days of the Effective Date, Defendant
16 shall pay or cause to be paid on its behalf a total of one hundred thousand dollars (\$100,000) in
17 full and complete settlement of all monetary claims by CAG related to the Notices, as follows:

18 4.1.1 **Civil Penalty:** Defendant shall issue separate checks totaling eight
19 thousand six hundred dollars (\$8,600) as penalties pursuant to Health & Safety Code § 25249.12:

20 (a) Defendant will issue a check made payable to the State of California's
21 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of six thousand
22 four hundred and fifty dollars (\$6,450) representing 75% of the total penalty and Defendant will
23 issue a separate check to CAG in the amount of two thousand one hundred and fifty dollars
24 (\$2,150) representing 25% of the total penalty; and

25 (b) Separate 1099s shall be issued for each of the above payments:
26 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-
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1 0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
2 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

3 **4.1.2 Additional Settlement Payments:** Defendant shall make a separate
4 payment, in the amount of six thousand four hundred dollars (\$6,400) as an additional settlement
5 payment to “Consumer Advocacy Group, Inc.” pursuant to Health & Safety Code § 25249.7(b)
6 and California Code of Regulations, Title 11 § 3203(d). Defendant will issue a separate check to
7 CAG for the Additional Settlement Payment. CAG will use this payment as follows, eighty five
8 percent (85%) for fees of investigation, purchasing and testing for Proposition 65 listed
9 chemicals in various products, and for expert fees for evaluating exposures through various
10 mediums, including but not limited to consumer product, occupational, and environmental
11 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining
12 experts who assist with the extensive scientific analysis necessary for those files in litigation and
13 to offset the costs of future litigation enforcing Proposition 65 but excluding attorney fees;
14 fifteen percent (15%) for administrative costs incurred during investigation and litigation to
15 reduce the public’s exposure to Proposition 65 listed chemicals by notifying those persons and/or
16 entities believed to be responsible for such exposures and attempting to persuade those persons
17 and/or entities to reformulate their products or the source of exposure to completely eliminate or
18 lower the level of Proposition 65 listed chemicals including but not limited to costs of
19 documentation and tracking of products investigated, storage of products, website enhancement
20 and maintenance, computer and software maintenance, investigative equipment, CAG’s
21 member’s time for work done on investigations, office supplies, mailing supplies and postage.
22 Within 30 days of a request from the Attorney General, CAG shall provide to the Attorney
23 General copies of documentation demonstrating how the above funds have been spent. CAG
24 shall be solely responsible for ensuring the proper expenditure of such additional settlement
25 payment.
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27 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Defendant shall pay
28 eighty-five thousand dollars (\$85,000) to “Yeroushalmi & Yeroushalmi” as reimbursement for

1 reasonable investigation fees and costs, attorneys' fees, and any other costs incurred as a result of
2 investigating, bringing this matter to Defendant's attention, litigating, and negotiating a
3 settlement in the public interest.

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

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

12 5.1 This Consent Judgment is a full, final, and binding resolution between CAG on
13 behalf of itself and in the public interest and Defendant for alleged failure to provide Proposition
14 65 warning of exposure to Lead, Arsenic, and Cadmium from the Covered Products as set forth
15 in the Notices, and fully resolves all claims that have been or could have been asserted against
16 Defendant in this action up through the Effective Date for failure to provide Proposition 65
17 warnings for the Covered Products regarding Lead, and Cadmium. CAG, on behalf of itself and
18 in the public interest, hereby discharges Defendant, Takaokaya USA, Inc. and their respective
19 officers, directors, insurers, employees, parents, shareholders, divisions, subdivisions,
20 subsidiaries, and their successors and assigns ("Defendant Releasees") and all customers,
21 retailers, and upstream and downstream entities in the distribution chain of the Covered Products
22 to whom Defendant distributed or sold Covered Products, and the predecessors, successors and
23 assigns of any of them, and all of their respective officers, directors, shareholders, members,
24 managers, employees, agents only as to Covered Products sold by the Defendant (collectively,
25 "Downstream Releasees"), for all Covered Products placed into the stream of commerce up
26 through the Effective Date for violations of Proposition 65 based on exposure to Lead, Arsenic
27 and Cadmium from the Covered Products. Defendant's compliance with the terms of this
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1 Consent Judgment shall be deemed to constitute compliance with Proposition 65 regarding
2 alleged exposures to Lead, Arsenic and Cadmium from the Covered Products. Nothing in this
3 Section affects CAG's right to commence or prosecute an action under Proposition 65 against
4 any person other than Defendant Releasees or Upstream or Downstream Releasees after the
5 Effective Date. The release is limited to the Covered Products distributed by Takaokaya to
6 Defendant, Marukai.

7 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
8 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
9 indirectly, any form of legal action and releases all claims, including, without limitation, all
10 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,
11 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation
12 fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown,
13 fixed or contingent (collectively "Claims"), against the Released Parties arising from any
14 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
15 about exposure to Lead, Cadmium and Arsenic from the Covered Products. In furtherance of the
16 foregoing, as to alleged exposures to Lead, Arsenic and Cadmium from the Covered Products,
17 CAG on behalf of itself only, hereby waives any and all rights and benefits which it now has, or
18 in the future may have, conferred upon it with respect to Claims arising from any violation of
19 Proposition 65 or any other statutory or common law regarding the failure to warn about
20 exposure to Lead, Cadmium and Arsenic from the Covered Products by virtue of the provisions
21 of section 1542 of the California Civil Code, which provides as follows:
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23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
24 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
26 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
27 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
28 DEBTOR OR RELEASED PARTY.

26 CAG understands and acknowledges that the significance and consequence of this waiver of
27 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
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1 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any
2 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
3 about exposure to Lead, Arsenic and Cadmium from the Covered Products, including but not
4 limited to any exposure to, or failure to warn with respect to exposure to Lead, Arsenic and
5 Cadmium from the Covered Products, CAG will not be able to make any claim for those
6 damages against Released Parties. Furthermore, CAG acknowledges that it intends these
7 consequences for any such Claims arising from any violation of Proposition 65 or any other
8 statutory or common law regarding the failure to warn about exposure to Lead, Arsenic and
9 Cadmium from Covered Products as may exist as of the date of this release but which CAG does
10 not know exist, and which, if known, would materially affect their decision to enter into this
11 Consent Judgment, regardless of whether their lack of knowledge is the result of ignorance,
12 oversight, error, negligence, or any other cause.

13 **6. ENTRY OF CONSENT JUDGMENT**

14 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
15 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
16 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.

17 6.2 The Parties shall make all reasonable efforts possible to have the Consent
18 Judgment approved by the Court.

19 6.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent
20 Judgment and any and all prior agreements between the Parties merged herein shall terminate
21 and become null and void, and the actions shall revert to the status that existed prior to the
22 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft
23 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement
24 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any
25 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to
26 determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.
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1 **7. MODIFICATION OF JUDGMENT**

2 7.1 This Consent Judgment may be modified only upon written agreement of the
3 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
4 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

5 7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
6 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

7 **8. RETENTION OF JURISDICTION**

8 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the
9 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

10 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
11 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

12 **10. DUTIES LIMITED TO CALIFORNIA**

13 9.1 This Consent Judgment shall have no effect on Covered Products sold by
14 Defendant outside the State of California.

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

16 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
17 California Attorney General so that the Attorney General may review this Consent Judgment
18 prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General
19 has received the aforementioned copy of this Consent Judgment, and in the absence of any
20 written objection by the Attorney General to the terms of this Consent Judgment, may the Court
21 approve this Consent Judgment.

22 **11. ATTORNEY FEES**

23 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
24 own costs and attorney fees in connection with this action.
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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
4 provisions 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
11 CAG of any asserted change in the law, and shall have no further obligations pursuant to this
12 Consent Judgment with respect to, and to the extent that, the Covered Products are so affected.
13 Nothing in this Consent Judgment shall be interpreted to relieve a Defendant from any obligation
14 to comply 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
22 against the drafting Party should not be employed in the interpretation of this Consent Judgment
23 and, in this regard, the Parties hereby waive California Civil Code § 1654.

24 **13. EXECUTION AND COUNTERPARTS**

25 13.1 This Consent Judgment may be executed in counterparts and by means of
26 facsimile or portable document format (pdf), which taken together shall be deemed to constitute
27 one document and have the same force and effect as original signatures.
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1 **14. NOTICES**

2 14.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

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4 If to CAG:

5 Reuben Yeroushalmi
6 YEROUSHALMI & YEROUSHALMI
7 9100 Wilshire Boulevard, Suite 240W
8 Beverly Hills, CA 90212
9 (310) 623-1926
10 Email: lawfirm@yeroushalmi.com

11
12 If to Defendant.:

13 George Salmas
14 The Food Lawyers®
15 1880 Century Park East
16 Suite 611
17 Los Angeles, CA 90067
18 (310) 656-0067
19 Email: George.Salmas@TheFoodLawyers.com

20 **15. AUTHORITY TO STIPULATE**

21 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
22 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
23 the party represented and legally to bind that party.

<p>24 AGREED TO:</p> <p>25 Date: <u>May 3</u>, 2022</p> <p>26 <u>Michael Marcus</u></p> <p>27 Name: <u>Michael Marcus</u></p> <p>28 Title: <u>Director</u></p> <p>CONSUMER ADVOCACY GROUP, INC.</p>	<p>24 AGREED TO:</p> <p>25 Date: <u>April 26</u>, 2022</p> <p>26 <u>Reid Matsumoto</u></p> <p>27 Name: <u>Reid Matsumoto</u></p> <p>28 Title: <u>Vice President</u></p>
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	MARUKAI CORPORATION DBA TOKYO CENTRAL

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT