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10 Attorneys for Plaintiff,

11 CONSUMER ADVOCACY GROUP, INC.

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF ALAMEDA**

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

16 Plaintiff,

17 v.

18 WEEE! INC., a Delaware Corporation;  
19 KAM LEE YUEN TRADING CO, INC., a  
20 California Corporation;  
21 UNITED KANBOO USA, CORP., a  
22 California Corporation;  
23 SEOUL SHIK POOM, INC. DBA SEOUL  
24 TRADING USA CO., a New York  
25 Corporation;  
26 FOODNET SUPERMARKET, INC., a  
27 California Corporation;  
28 and DOES 1-70,

Defendants.

CASE NO. 23CV043992

**[PROPOSED] CONSENT JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Complaint Filed: September 14, 2023

**1. INTRODUCTION**

1.1 CAG 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 public interest, and Defendant Kam Lee Yuen Trading Co, Inc. (“Kam Lee” or “Settling Defendant”),

1 each a party to the action and collectively referred to as “Parties” or individually referred to as  
2 “Party.”

3 **1.2 Defendants and Covered Products**

4 1.2.1 CAG alleges that Kam Lee Yuen Trading Co, Inc., is a California Corporation  
5 which employs ten or more persons. For purposes of this Consent Judgment only, Kam Lee is  
6 deemed a person in the course of doing business in California and subject to the provisions of  
7 the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code  
8 §§ 25249.6 *et seq.* (“Proposition 65”).

9 1.2.2 CAG alleges that Settling Defendant manufactures, sells, and/or distributes  
10 consumer products in California.

11 **1.3 Listed Chemicals**

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

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

16 1.3.3 Inorganic Arsenic (hereinafter “Arsenic”) is known to the State of California to  
17 cause cancer and/or birth defects or other reproductive harm.

18 **1.4 Notices of Violation**

19 1.4.1 On or about October 15, 2021, CAG served a “60-Day Notice of Intent to Sue  
20 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2021-  
21 02600) (“October 15, 2021 Notice”) that provided Kam Lee with notice of alleged violations of  
22 Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to  
23 Lead and Arsenic contained in Dried Seaweed including but not limited to “Dried Seaweed  
24 (Strips)”; “Net Weight 3oz (8g)”; “UPC 6 63836 01150 5”; “Product of China”. No public  
25 enforcer has commenced or diligently prosecuted the allegations set forth in the October 15,  
26 2021 Notice.

27 1.4.2 On or about October 29, 2021, CAG served a “60-Day Notice of Intent to Sue  
28 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2021-

1 02769) (“October 29, 2021 Notice”) that provided retailer defendant AA Marketplace with  
2 notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals  
3 in California of exposures to Lead and Arsenic contained in Shrimp Sauce including but not  
4 limited to “Fine Shrimp Sauce”; “Net Wt 8 oz (227 g)”; “UPC 0 2071728008 3”; “Made in  
5 China”. No public enforcer has commenced or diligently prosecuted the allegations set forth in  
6 the October 29, 2021 Notice.

7 1.4.3 On or about July 6, 2022, CAG served a “60-Day Notice of Intent to Sue for  
8 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2022-01491)  
9 (“July 6, 2022 Notice”) that provided Kam Lee with notice of alleged violations of Health &  
10 Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead and  
11 Arsenic contained in Dried Seaweed including but not limited to "Dried Seaweed Strips"; "Net  
12 Wt. 3 oz (85 g)"; "Lot No. KLY-1007"; "Best Before June-10-2022"; "Distributed by K.L.Y  
13 Trading Co., Inc."; "DV 1150"; "UPC 6 63836 011505". No public enforcer has commenced or  
14 diligently prosecuted the allegations set forth in the July 6, 2022 Notice.

15 1.4.4 On or about July 6, 2022, CAG served a “60-Day Notice of Intent to Sue for  
16 Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2022-01492)  
17 (“July 6, 2022 Notice”) that provided Kam Lee with notice of alleged violations of Health &  
18 Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead and  
19 Arsenic contained in Dried Seaweed including but not limited to "Dried Seaweed Strips"; "Net  
20 Wt. 3 oz (85 g)"; "Lot No. KLY-1007"; "Best Before June-10-2022"; "Distributed by K.L.Y  
21 Trading Co., Inc."; "DV 1150"; "UPC 6 63836 011505". No public enforcer has commenced or  
22 diligently prosecuted the allegations set forth in the July 6, 2022 Notice.

23 1.4.5 On or about November 3, 2022, CAG served a “60-Day Notice of Intent to Sue  
24 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2022-  
25 02656) (“November 3, 2022 Notice”) that provided Kam Lee with notice of alleged violations  
26 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to  
27 Lead, Arsenic, and Cadmium contained in Dried Shrimp including but not limited to "Twin  
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1 Fish Brand"; "Dried Shrimp"; "Net Wt. 4 oz (113.5g)"; "Packed in U.S.A."; "Distributed by  
2 K.L.Y. Trading Co., Inc."; "DS0030"; "UPC 6 63836 00030 1". No public enforcer has  
3 commenced or diligently prosecuted the allegations set forth in the November 3, 2022 Notice.

4 1.4.6 On or about December 2, 2022, CAG served a "60-Day Notice of Intent to Sue  
5 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-  
6 02883) ("December 2, 2022 Notice") that provided Kam Lee with notice of alleged violations  
7 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to  
8 Lead, Arsenic, and Cadmium contained in Dried Seaweed including but not limited to: (i)  
9 "Twin Fish Brand"; "Dried Seaweed"; "Net Wt. 2.82 oz (80 g)"; "Best Before: October-15-  
10 2023"; "Distributed By: K.L.Y. Trading Co., Inc."; "Product of China"; "DV 1097"; "UPC 6  
11 63836 01097 3"; (ii) "Twin Fish Brand"; "Dried Seaweed Strips"; "Net Wt. 3 oz (85 g)";  
12 "Distributed By: K.L.Y. Trading Co., Inc."; "Product of China"; "Best Before: October-15-  
13 2023"; "Lot No. KLY – 1012"; "DV 1150"; "UPC 6 63836 01150 5"; and (iii) "Twin Fish  
14 Brand"; "Dried Seaweed Slice"; "Net Wt. 6 oz (170 g)"; "Distributed By: K.L.Y. Trading Co.,  
15 Inc."; "Product of China"; "Best Before: March-12-2023"; "Lot No. KLY – 1010"; "DV  
16 0175"; "UPC 6 63836 00175 9". No public enforcer has commenced or diligently prosecuted  
17 the allegations set forth in the December 2, 2022 Notice.

18 1.4.7 On or about December 2, 2022, CAG served a "60-Day Notice of Intent to Sue  
19 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-  
20 02884) ("December 2, 2022 Notice II") that provided Kam Lee with notice of alleged  
21 violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of  
22 exposures to Lead and Arsenic contained in Five Spice including but not limited to "Twin Fish  
23 Brand"; "Dried 5 Spice Powder"; "Net Wt. 3oz (85g)"; "Distributed By K.L.Y. Trading Co.,  
24 Inc."; "Product of China"; "SP 0050"; "UPC 6 63836 00050 9". No public enforcer has  
25 commenced or diligently prosecuted the allegations set forth in the December 2, 2022 Notice II.

26 1.4.8. On or about December 16, 2022, CAG served a "60-Day Notice of Intent to Sue  
27 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-  
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1 03039) (“December 16, 2022 Notice”) that provided Kam Lee with notice of alleged violations  
2 of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to  
3 Lead and Arsenic contained in Cinnamon Powder including but not limited to "Twin Fish";  
4 "Dried Cinnamon Powder"; "Net Wt. 2 oz (56.7g)"; "Product of China"; "Distributed By  
5 K.L.Y. Trading Co., Inc."; "SP 1207"; "UPC 6 63836 01207 6". No public enforcer has  
6 commenced or diligently prosecuted the allegations set forth in the December 16, 2022 Notice.

### 7 1.5 **Complaints**

8 1.5.1 July 1, 2022 CAG filed a Complaint for civil penalties and injunctive relief  
9 (“Complaint 1”) in Los Angeles County Superior Court, Case No. 22STCV21441 against  
10 retailer defendant AA Marketplace and other parties. Complaint 1 alleges, among other things,  
11 that retailer defendant AA Marketplace violated Proposition 65 for allegedly failing to give  
12 clear and reasonable warnings of alleged exposure to Listed Chemicals from Covered Products.

13 1.5.2 On June 2, 2023, CAG filed a Complaint for civil penalties and injunctive relief  
14 in Los Angeles County Superior Court, Case No. 23STCV12567, against Kam Lee and other  
15 parties (“Complaint 2”). Complaint 2 alleges, among other things, that Kam Lee violated  
16 Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged exposure  
17 to Listed Chemicals from Covered Products.

18 1.5.3 On September 14, 2023, CAG filed a Complaint for civil penalties and  
19 injunctive relief in Alameda County Superior Court, Case No. 23CV043992, against Kam Lee  
20 and other parties. On October 27, 2023, CAG filed a First Amended Complaint in this action  
21 (“Complaint 3”). Complaint 3 alleges, among other things, that Kam Lee violated Proposition  
22 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to Listed  
23 Chemicals from Covered Products.

### 24 1.6 **Consent to Jurisdiction**

25 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
26 jurisdiction over the allegations of violations contained in the Complaints, personal jurisdiction  
27 over Kam Lee as to the acts alleged in the Complaints, that venue is proper in the County of  
28 Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full settlement

1 and resolution of the allegations against Kam Lee contained in the Complaints, and of all claims  
2 which were or could have been raised by any person or entity based in whole or in part, directly  
3 or indirectly, on the facts alleged therein or arising therefrom or related thereto.

4 **1.7 No Admission**

5 This Consent Judgment resolves claims that are denied and disputed. The Parties enter  
6 into this Consent Judgment pursuant to a full and final settlement of any and all claims between  
7 the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment  
8 shall be construed as an admission by the Parties of any material allegation in the Notices or the  
9 Complaints, or of any fact, conclusion of law, issue of law or violation of law of any kind,  
10 including without limitation, any admission concerning any alleged or actual violation of  
11 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, including  
12 but not limited to the meaning of the terms “knowingly and intentionally expose” or “clear and  
13 reasonable warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent  
14 Judgment, nor compliance with its terms, shall constitute or be construed as an admission by the  
15 Parties of any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing,  
16 or liability by Kam Lee, its officers, directors, employees, or parent, subsidiary or affiliated  
17 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding  
18 or litigation in any court, agency, or forum. Moreover, the reformulation limits identified in  
19 section 3.1 are the result of negotiation and are only to be used in this Consent Judgment for these  
20 Covered Products. The reformulation limits may not be used for any other purpose in any other  
21 matter and are not an admission that the consumption rates that may be calculated therefrom are  
22 actual or reasonable consumption rates. Furthermore, nothing in this Consent Judgment shall  
23 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any  
24 other or future legal proceeding, except as expressly provided in this Consent Judgment.

25 **2. DEFINITIONS**

26 2.1 “Covered Products” means Dried Seaweed, Dried Shrimp, Five Spice, and  
27 Cinnamon Powder. The Covered Products are limited to the UPC numbers identified below.  
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2.2 “Covered Products” means products specifically identified in Paragraphs 1.4.1 to 1.4.7 sold or supplied by Defendant.

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

2.4 “Lead” means Lead and Lead Compounds.

2.5 “Arsenic” means Inorganic Arsenic Oxides.

2.6 “Cadmium” means Cadmium and Cadmium Compounds.

2.7 “Listed Chemicals” means:

Lead as to: Dried Seaweed, Shrimp Sauce, Dried Shrimp, Five Spice, and Cinnamon Powder.

Arsenic as to: Dried Seaweed, Shrimp Sauce, Dried Shrimp, Five Spice, and Cinnamon Powder.

Cadmium as to: Dried Seaweed and Dried Shrimp.

2.8 “Complaints” means Complaint 1, Complaint 2, and Complaint 3.

2.9 “Notices” means the October 15, 2021 Notice; October 29, 2021 Notice; July 6, 2022 Notice; November 3, 2022 Notice; December 2, 2022 Notice; December 2, 2022 Notice II; and December 16, 2022 Notice.

**3. INJUNCTIVE RELIEF/REFORMULATION**

3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in California, or ship for sale in California any of the Covered Products unless the level of the Listed Chemicals does not exceed the levels specified below, unless Proposition 65 compliant warnings are used as set forth in the following paragraphs.

3.1.1 Seaweed: Lead of 75 parts per billion (“parts per billion” is hereinafter referred to as “ppb”), Cadmium of 85 ppb, Arsenic of 15 ppb.

3.1.2 Dried Shrimp: Lead of 40 ppb, Cadmium of 85 ppb, Arsenic of 15 ppb.

3.1.3 Five Spice: Lead of 34ppb, Arsenic of 20 ppb.

3.1.4 Ground Cinnamon: Lead of 200ppb, Arsenic of 20 ppb.

3.1.5 Shrimp Sauce: Lead of 20ppb, Arsenic of 10 ppb.





1                   **WARNING:** Consuming this product can expose you to Inorganic  
2                   Arsenic, a chemical known to the State of California to cause cancer  
3                   and birth defects or other reproductive harm. For more information go  
4                   to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

5                   3.3     For any Covered Products still existing in the Defendant's inventory as of the  
6                   Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the  
7                   Covered Products does not exceed their respective levels of Lead, Cadmium, and Arsenic. Any  
8                   warning provided pursuant to this section shall comply with the warning requirements under  
9                   Section 3.2 above. Products already distributed to Downstream Releasees prior to the Effective  
10                  Date may continue to be sold through as is.

11                  3.4     Changes in the law and regulations applicable to Prop 65 occurring after this  
12                  date shall be incorporated into the terms of this Consent Judgment.

#### 13                  **4. SETTLEMENT PAYMENT**

14                  4.1.1 Payment and Due Date: Within ten (10) days of the Effective Date, Kam Lee  
15                  shall pay a total of three hundred thousand dollars and zero cents (\$300,000.00) in full and  
16                  complete settlement of any and all claims for civil penalties, damages, attorney's fees, expert  
17                  fees or any other claim for costs, expenses or monetary relief of any kind for claims that were  
18                  or could have been asserted in the Notices or Complaints identified in Sections 1.4 and 1.5, as  
19                  follows:

20                  4.1.2 **Civil Penalty:** Kam Lee shall issue two separate checks totaling sixty-eight  
21                  thousand five hundred and eighty dollars (\$68,580.00) as follows for alleged civil penalties  
22                  pursuant to Health & Safety Code § 25249.12:

23                  Kam Lee will issue one check made payable to the State of California's Office of  
24                  Environmental Health Hazard Assessment ("OEHHA") in the amount of fifty-one thousand  
25                  four hundred and thirty-five dollars (\$51,435.00) representing 75% of the total civil penalty and  
26                  Kam Lee will issue a second check to CAG in the amount of seventeen thousand one hundred  
27                  and forty-five dollars (\$17,145.00) representing 25% of the total civil penalty;

28                  Separate 1099s shall be issued for each of the above payments: Kam Lee will issue a  
1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of

1 \$51,435.00. Kam Lee will also issue a 1099 to CAG in the amount of \$17,145.00 and deliver it  
2 to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly  
3 Hills, California 90212.

4 **4.1.3 Additional Settlement Payments:** Kam Lee shall issue one check for fifty-one  
5 thousand four hundred and twenty dollars (\$51,420.00) to “Consumer Advocacy Group, Inc.”  
6 pursuant to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 §  
7 3203(d). CAG will use this portion of the Total Settlement Payment as follows, eighty percent  
8 (80%) for fees of investigation, purchasing and testing for the Proposition 65 Listed Chemical  
9 in various products, and for expert fees for evaluating exposures through various mediums,  
10 including but not limited to consumer product, occupational, and environmental exposures to  
11 the Proposition 65 Listed Chemical, and the cost of hiring consulting and retaining experts who  
12 assist with the extensive scientific analysis necessary for those files in litigation and to offset  
13 the costs of future litigation enforcing Proposition 65 but excluding attorney fees; twenty  
14 percent (20%) for administrative costs incurred during investigation and litigation to reduce the  
15 public’s exposure to the 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  
18 or lower the level of the 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.

26 **4.1.4 Reimbursement of Attorney Fees and Costs:** Kam Lee shall issue a check in  
27 the amount of one hundred and eighty thousand dollars (\$180,000.00) payable to “Yeroushalmi  
28 & Yeroushalmi” as complete reimbursement for any and all reasonable investigation fees and

1 costs, attorneys' fees, expert fees, and any and all other costs and expenses incurred as a result  
2 of investigating, bringing this matter to the Settling Defendant' attention, litigating, negotiating  
3 a settlement in the public interest, and seeking and obtaining court approval of this Consent  
4 Judgment.

5 Other than the payment to OEHHA described above, all payments referenced in  
6 paragraphs 4.1.2, 4.1.3, and 4.1.4 above, shall be delivered to: Reuben Yeroushalmi,  
7 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The  
8 payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard  
9 Assessment, OEHHA, 1001 I Street, Mail Stop 12-B Sacramento, California 95812, Attn: Mike  
10 Gyurics. Kam Lee shall provide written confirmation to CAG of the payment to OEHHA.

#### 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 Kam Lee and its owners, officers, directors,  
14 insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners,  
15 affiliates, sister companies, predecessors, and their successors and assigns (collectively,  
16 "Defendant Releasees"), and all entities to whom Kam Lee directly or indirectly distributes or  
17 sells Covered Products, including, but not limited to, downstream distributors, downstream  
18 wholesalers, customers, retailers, marketplace hosts, franchisees, cooperative members,  
19 licensees, and the successors and assigns of any of them, who may use, maintain, distribute or  
20 sell Covered Products ("Downstream Defendant Releasees"), of all claims for alleged or actual  
21 violations of Proposition 65 for alleged exposures to Listed Chemicals from Covered Products  
22 up to and through the Effective Date as set forth in the Notices and Complaints. Kam Lee and  
23 Defendant Releasees' compliance with this Consent Judgment shall constitute compliance with  
24 Proposition 65 with respect to alleged exposures to Listed Chemicals from Covered Products  
25 sold by Defendant Releasees or Downstream Defendant Releasees after the Effective Date.  
26 Nothing in this Section affects CAG's right to commence or prosecute an action under  
27 Proposition 65 against any person other than Settling Defendant, Defendant Releasees, or  
28 Downstream Defendant 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,  
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 Defendant Releasees and Downstream  
8 Defendant Releasees arising from any actual or alleged violation of Proposition 65 or any other  
9 statutory or common law claim regarding the Covered Products manufactured, distributed or  
10 sold by the Defendant Releasees through the Effective Date regarding any actual or alleged  
11 failure to warn about exposure to Listed Chemicals from Covered Products. In furtherance of  
12 the foregoing, CAG on behalf of itself only, hereby waives any and all rights and benefits  
13 which it now has, or in the future may have, conferred upon it with respect to Claims regarding  
14 the Covered Products manufactured, distributed or sold by Defendant Releasees through the  
15 Effective Date arising from any violation of Proposition 65 or any other statutory or common  
16 law regarding the failure to warn about exposure to Listed Chemicals from the Covered  
17 Products by virtue of the provisions of section 1542 of the California Civil Code, which  
18 provides as follows:

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

25           CAG understands and acknowledges that the significance and consequence of this waiver of  
26 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
27 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
28 violation of Proposition 65 or any other statutory or common law regarding the Covered  
Products manufactured, distributed or sold by the Released Parties through the Effective Date  
regarding the failure to warn about actual or alleged exposure to the Listed Chemicals from the

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

9 **6. ENTRY OF CONSENT JUDGMENT**

10 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
11 California Health & Safety Code § 25249.7(f).

12 6.2 Upon entry of an order approving this Consent Judgment, the Complaint in this  
13 action shall be deemed amended to include all the claims raised in the Notices outlined in  
14 Section 1.4.

15 6.3 Within five business days of payment of all amounts due under paragraph 4,  
16 CAG shall file requests for dismissal without prejudice for the claims contained in the Notices  
17 as alleged in Complaint 1, Complaint 2, and Complaint 3.

18 6.3 If this Consent Judgment is not approved in full by the Court: (a) this Consent  
19 Judgment and any and all prior agreements between the Parties merged herein shall terminate  
20 and become null and void, and the actions shall revert to the status that existed prior to the  
21 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft  
22 thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement  
23 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any  
24 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer  
25 to determine whether to modify the terms of the Consent Judgment and to resubmit it for  
26 approval.

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**7. MODIFICATION OF JUDGMENT**

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

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

**8. ENFORCEMENT OF JUDGMENT**

The terms of this Consent Judgment shall be enforced exclusively by the parties hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of California, County of Los Angeles, giving the notice required by law, enforce the terms and conditions contained herein.

**9. RETENTION OF JURISDICTION**

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

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

**10. SERVICE ON THE ATTORNEY GENERAL**

CAG shall serve a copy of this Consent Judgment, signed by both parties, on the California Attorney General so that the Attorney General may review this Consent Judgment prior to its submittal to the Court for approval. The hearing on CAG’s motion to approve this Consent Judgment shall be no sooner than forty-five (45) days after the Attorney General has received the aforementioned copy of this Consent Judgment.

**11. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof and any and all prior discussions, negotiations, commitments and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any party

1 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
2 deemed to exist or to bind any of the Parties.

3 **12. ATTORNEY FEES**

4 Except as specifically provided in Sections 4.1.3 and 9.1 and 9.2, each Party shall bear  
5 its own attorneys' fees and costs in connection with the claims resolved in this Consent  
6 Judgment.

7 **13. GOVERNING LAW**

8 13.1 The validity, construction, terms, and performance of this Consent Judgment  
9 shall be governed by the laws of the State of California, without reference to any conflicts of  
10 law 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  
13 are rendered inapplicable or are no longer required as a result of any such repeal or preemption,  
14 or rendered inapplicable by reason of law generally as to the Covered Products or Listed  
15 Chemicals, then Kam Lee may provide written notice to CAG of any asserted change in the  
16 law, and shall have no further obligations pursuant to this Consent Judgment with respect to,  
17 and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment  
18 shall be interpreted to relieve Kam Lee from any obligation to comply with any other pertinent  
19 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.

22 13.4 This Consent Judgment was subject to revision and modification by the Parties  
23 and has been accepted and approved as to its final form by all Parties and their counsel.  
24 Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be  
25 interpreted against any Party as a result of the manner of the preparation of this Consent  
26 Judgment. Each Party to this Consent Judgment agrees that any statute or rule of construction  
27 providing that ambiguities are to be resolved against the drafting Party should not be employed  
28

1 in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive  
2 California Civil Code section 1654.

3 **14. EXECUTION AND COUNTERPARTS**

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

7 **15. NOTICES**

8 Any notices under this Consent Judgment shall be by delivery of First-Class Mail.

9 If to CAG:

10 Reuben Yeroushalmi  
11 [reuben@yeroushalmi.com](mailto:reuben@yeroushalmi.com)  
12 Yeroushalmi & Yeroushalmi  
13 9100 Wilshire Boulevard, Suite 240W  
14 Beverly Hills, CA 90212

15 If to Defendant Kam Lee Trading Co., Inc.:

16 Corey M. Day  
17 [corey.day@stoel.com](mailto:corey.day@stoel.com)  
18 Bao M. Vu  
19 [bao.vu@stoel.com](mailto:bao.vu@stoel.com)  
20 Stoel Rives LLP  
21 500 Capitol Mall, Suite 1600  
22 Sacramento, CA 95814

23 **AUTHORITY TO STIPULATE**

24 Each signatory to this Consent Judgment certifies that he or she is fully authorized by  
25 the Party he or she represents to enter into this Consent Judgment and to execute it on behalf of  
26 the Party represented and legally to bind that party.  
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AGREED TO:

AGREED TO:

Date: February 1, 2024

Date: 12/28/2023, 2023

Michael Marcus

Name: Michael Marcus

Name: Chuk Chung Yuen

Title: Director

Title: PRESIDENT

CONSUMER ADVOCACY GROUP, INC.

KAM LEE YUEN TRADING CO., INC.

IT IS SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT