

JAN 21 2025

David W. Slayton, Executive Officer/Clerk of Court
By: K. Mason, Deputy

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

**CLEAN PRODUCT ADVOCATES, LLC, a
California Limited Liability Company,**

Plaintiff,

vs.

**MK TRADING INC., ZION MARKET
LLC, and DOES 1-100**

Defendants.

CASE NO. 23STCV30517

**STIPULATED CONSENT
JUDGMENT**

**Judge: Hon. Robert B. Broadbelt
Dept.: 53**

**Complaint Filed: December 14, 2023
Trial Date: None set**

1. INTRODUCTION

**1.1 On December 14, 2023, Plaintiff Clean Product Advocates, LLC ("Plaintiff"), a
California limited liability company, as a private enforcer and in the public interest, initiated**

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1 this action by filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the
2 "Complaint") pursuant to the provisions of California Health and Safety Code section 25249.5
3 *et seq.* ("Proposition 65"), against Defendant MK Trading, erroneously sued as MK Trading
4 Inc., and Defendant Zion Market, erroneously sued as Zion Market LLC (collectively,
5 "Defendants"). In this action, Plaintiff alleges that a product manufactured, distributed, or sold
6 by Defendants contains lead, a chemical listed under Proposition 65 as a carcinogen and
7 reproductive toxin, and exposes consumers to this chemical at a level requiring a Proposition
8 65 warning. This product (referred to hereinafter as a "Covered Product") is: Vermicelli Asian
9 Style Sweet Potato Starch Noodle

10 1.2 Plaintiff and Defendants are hereinafter referred to individually as a "Party" or
11 collectively as the "Parties."

12 1.3 For purposes of this Consent Judgment, the Parties agree that Plaintiff has alleged
13 that each defendant is a business entity each of which has employed ten or more persons at all
14 times relevant to this action, and qualifies as a "person in the course of doing business" within the
15 meaning of Proposition 65 and that Defendants manufacture, distribute, and/or sell the Covered
16 Products.

17 1.4 The Complaint is based on allegations contained in Plaintiff's Notice of
18 Violation dated December 16, 2022 that was served on the California Attorney General, other
19 public enforcers, and Defendants ("Notice"). A true and correct copy of the Notice is attached
20 hereto as *Exhibit A* and is incorporated herein by reference. More than 60 days have passed
21 since the Notice was served on the Attorney General, public enforcers, and Defendants and no
22 designated governmental entity has filed a Complaint against Defendants with regard to the
23 Covered Products or the alleged violations.

24 1.5 Plaintiff's Notice and Complaint allege that use of the Covered Products by
25 California consumers exposes them to lead without first receiving clear and reasonable
26 warnings from Defendants, which is in violation of California Health and Safety Code section
27 25249.6. Defendants deny all material allegations contained in the Notices and Complaint.

28 1.6 The Parties have entered into this Consent Judgment in order to settle,

1 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.
2 Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute
3 or be construed as an admission by any of the Parties or by any of their respective officers,
4 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
5 franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact,
6 issue of law, or violation of law.

7 1.7 Except as expressly set forth herein, nothing in this Consent Judgment shall
8 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in
9 any current or future legal proceeding unrelated to these proceedings.

10 1.8 The Effective Date of this Consent Judgment is the date on which it is entered
11 as a Judgment by this Court.

12 **2. JURISDICTION AND VENUE**

13 For purposes of this Consent Judgment and any further court action that may become
14 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter
15 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
16 over Defendants as to the acts alleged in the Complaint, that venue is proper in Los Angeles
17 County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final
18 resolution of all claims up through and including the Effective Date that were or could have been
19 asserted in this action based on the facts alleged in the Notices and Complaint.

20 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

21 3.1 Beginning on the Effective Date, Defendants shall be permanently enjoined
22 from manufacturing for sale in the State of California, "Distributing into the State of
23 California," or directly selling in the State of California, any Covered Products that expose a
24 person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day unless it
25 meets the warning requirements under Section 3.2.

26 3.1.1 As used in this Consent Judgment, the term "Distributing into the State
27 of California" shall mean to directly ship a Covered Product into California for sale in
28 California or to sell a Covered Product to a distributor that Defendants know or have reason to

1 know will sell the Covered Product in California. The injunctive relief in Section 3 does not
2 apply to any Covered Product that has left the possession, and is no longer under the control, of
3 Defendants prior to the Effective Date and all claims as to such Covered Products are released
4 in this Consent Judgment.

5 3.1.2 For purposes of this Consent Judgment, the "Daily Lead Exposure
6 Level" shall be measured in micrograms, and shall be calculated using the following formula:
7 micrograms of lead per gram of product, multiplied by grams of product per serving of the
8 product (using the largest serving size appearing on the product label), multiplied by servings
9 of the product per day (using the largest number of recommended daily servings appearing on
10 the label), which equals micrograms of lead exposure per day. If the label contains no
11 recommended daily servings, then the number of recommended daily servings shall be one.

12 **3.2 Clear and Reasonable Warnings**

13 If Defendants are required to provide a warning pursuant to Section 3.1, the ~~one of the~~
14 following warning~~s~~ must be utilized ("Warning"):

15 **OPTION 1:**

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

19 ~~**OPTION 2:**~~

20 ~~**WARNING:** [Cancer and] Reproductive Harm - www.P65Warnings.ca.gov/food~~ RR3

21
22 Defendants shall use the phrase "cancer and" in the Warning if Defendants have reason to
23 believe that the "Daily Lead Exposure Level" is greater than 15 micrograms of lead as determined
24 pursuant to the quality control methodology set forth in Section 3.4 or if Defendants have reason
25 to believe that another Proposition 65 chemical is present which may require a cancer warning.
26

27 The Warning shall be securely affixed to or printed upon the label of each Covered
28 Product and it must be set off from other surrounding information and enclosed in a box. In
addition, for any Covered Product sold over the internet, the Warning shall appear on the

1 checkout page in full text or through a clearly marked hyperlink using the word "WARNING"
2 in all capital and bold letters when a California delivery address is indicated for any purchase
3 of any Covered Product. If a hyperlink is used, the hyperlink must go directly to a page
4 prominently displaying either the Option 1 Warning ~~or the Option 2 Warning~~ without content PR3
5 that detracts from the Warning. An asterisk or other identifying method must be utilized to
6 identify which products on the checkout page are subject to the Warning.

7 The Warning shall be at least the same size as the largest of any other health or safety
8 warnings also appearing on the website or on the label and the word "WARNING" shall be in all
9 capital letters and in bold print. No statements intended to or likely to have the effect of
10 diminishing the impact of the Warning on the average lay person shall accompany the Warning.
11 Further, no statements may accompany the Warning that state or imply that the source of the listed
12 chemical has an impact on or results in a less harmful effect of the listed chemical. For the Option
13 2 Warning, a symbol consisting of a black exclamation point in a yellow equilateral triangle with
14 a bold black outline shall be placed to the left of the text of the Warning, in a size no smaller than
15 the height of the word "WARNING."

16 Defendants must display the above Warning with such conspicuousness, as compared with
17 other words, statements or designs on the label, or on its website, if applicable, to render the
18 Warning likely to be read and understood by an ordinary individual under customary conditions
19 of purchase or use of the product.

20 For purposes of this Consent Judgment, the term "label" means a display of written,
21 printed or graphic material that is printed on or affixed to a Covered Product or its immediate
22 container or wrapper.

23 For purposes of this Consent Judgment, when Defendants are required to provide a
24 warning for a Covered Product pursuant to Section 3.1, Defendants may satisfy the warning
25 requirement by providing the required information in compliance with 27 C.C.R. § 25600.2
26 (2024) to any business that is subject to Proposition 65 to which it is selling or transferring the
27 Covered Product.

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1 **4. SETTLEMENT PAYMENT**

2 **4.1** In full satisfaction of all potential civil penalties, additional settlement
3 payments, attorney's fees, and costs, Defendants shall make a total payment of \$15,000.00
4 ("Total Settlement Amount") to Plaintiff within 5 business days of the Effective Date ("Due
5 Date"). Defendants shall make this payment by the delivery of certified funds to Cliffwood
6 Law Firm, Attn: Elham Shabatian. The Total Settlement Amount shall be apportioned as
7 follows:

8 **4.2** \$2,000.00 shall be considered a civil penalty pursuant to California Health and
9 Safety Code section 25249.7(b)(1). Plaintiff shall remit 75% (\$1,500.00) of the civil penalty to
10 the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
11 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
12 Code section 25249.12(c). Plaintiff will retain the remaining 25% (\$500.00) of the civil
13 penalty.

14 **4.3** \$13,000.00 shall be distributed to the Cliffwood Law Firm as reimbursement for
15 reasonable costs and fees incurred in bringing this action. Except as explicitly provided herein,
16 each Party shall bear its own fees and costs.

17 **5. MODIFICATION OF CONSENT JUDGMENT**

18 **5.1** This Consent Judgment may be modified only as to injunctive terms (i) by
19 written stipulation of the Parties and upon entry by the Court of a modified consent judgment
20 or (ii) by motion of either Party pursuant to Section 5.3 and upon entry by the Court of a
21 modified consent judgment.

22 **5.2** If Defendants seek to modify this Consent Judgment under Section 5.1, then
23 Defendants must provide written notice to Plaintiff of their intent ("Notice of Intent"). If
24 Plaintiff seeks to meet and confer regarding the proposed modification in the Notice of Intent,
25 then Plaintiff must provide written notice to Defendants within thirty (30) days of receiving the
26 Notice of Intent. If Plaintiff notifies Defendants in a timely manner of Plaintiff's intent to meet
27 and confer, then the Parties shall meet and confer in good faith as required in this Section. The
28 Parties shall meet in person or via telephone within thirty (30) days of Plaintiff's notification of

1 its intent to meet and confer. Within thirty (30) days of such meeting, if Plaintiff disputes the
2 proposed modification, Plaintiff shall provide to Defendants a written basis for its position.
3 The Parties shall continue to meet and confer for an additional thirty (30) days in an effort to
4 resolve any remaining disputes. Should it become necessary, the Parties may agree in writing
5 to different deadlines for the meet-and-confer period.

6 **5.3** In the event that Defendants initiate or otherwise request a modification under
7 Section 5.1, and the meet and confer process leads to a joint motion or application for a
8 modification of the Consent Judgment, Defendants shall reimburse Plaintiff its costs and
9 reasonable attorney's fees for the time spent in the meet-and-confer process and filing and
10 arguing the motion or application.

11 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
12 **JUDGMENT**

13 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or
14 terminate this Consent Judgment.

15 **6.2** If Plaintiff alleges that any Covered Product fails to qualify as a Conforming
16 Covered Product (for which Plaintiff alleges that no Warning has been provided), then Plaintiff
17 shall inform Defendants in a reasonably prompt manner of its test results, including
18 information sufficient to permit Defendants to identify the Covered Products at issue.
19 Defendants shall, within thirty (30) days following such notice, provide Plaintiff with testing
20 information, from an independent third-party laboratory meeting the requirements of Sections
21 3.4.3 and 3.4.4, demonstrating Defendants' compliance with the Consent Judgment. The
22 Parties shall first attempt to resolve the matter prior to Plaintiff taking any further legal action.

23 **7. APPLICATION OF CONSENT JUDGMENT**

24 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
25 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
26 divisions, franchisees, licensees, customers (excluding private labelers), distributors, wholesalers,
27 retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
28 application to any Covered Product that is distributed or sold exclusively outside the State of

1 California and that is not used by California consumers.

2
3 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

4 **8.1 This Consent Judgment is a full, final, and binding resolution between**
5 **Plaintiff, on behalf of itself and in the public interest, and Defendants and their respective**
6 **officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,**
7 **suppliers, franchisees, licensees, customers (not including private label customers of**
8 **Defendants), distributors, wholesalers, retailers, and all other upstream and downstream**
9 **entities in the distribution chain of any Covered Product, and the predecessors, successors, and**
10 **assigns of any of them (collectively, "Released Parties"). Plaintiff, on behalf of itself and in the**
11 **public interest, hereby fully releases and discharges the Released Parties from any and all**
12 **claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and**
13 **expenses asserted, or that could have been asserted from the handling, use, or consumption of**
14 **the Covered Products, as to any alleged violation of Proposition 65 or its implementing**
15 **regulations arising from the failure to provide Proposition 65 warnings on the Covered**
16 **Products regarding lead up to and including the Effective Date.**

17 **8.2 Plaintiff on its own behalf only, and Defendants on their own behalf only,**
18 **further waive and release any and all claims they may have against each other for all actions or**
19 **statements made or undertaken in the course of seeking or opposing enforcement of**
20 **Proposition 65 in connection with the Notices and Complaint up through and including the**
21 **Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's**
22 **right to seek to enforce the terms of this Consent Judgment.**

23 **8.3 It is possible that other claims not known to the Parties, arising out of the facts**
24 **alleged in the Notices and Complaint, and relating to the Covered Products, will develop or be**
25 **discovered. Plaintiff on behalf of itself only, and Defendants on behalf of themselves only,**
26 **acknowledge that this Consent Judgment is expressly intended to cover and include all such**
27 **claims up through and including the Effective Date, including all rights of action therefore.**
28 **Plaintiff and Defendants acknowledge that the claims released in Sections 8.1 and 8.2 above**

1 may include unknown claims, and nevertheless waive California Civil Code section 1542 as to
2 any such unknown claims. California Civil Code section 1542 reads as follows:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
4 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
5 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE**
6 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
7 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
8 **PARTY.**

9 Plaintiff on behalf of itself only, and Defendants on behalf of themselves only, acknowledge
10 and understand the significance and consequences of this specific waiver of California Civil
11 Code section 1542.

12 **8.4 Compliance with the terms of this Consent Judgment shall be deemed to**
13 **constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead**
14 **in the Covered Products as set forth in the Notices and Complaint.**

15 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

16 In the event that any of the provisions of this Consent Judgment are held by a court to be
17 unenforceable, the validity of the remaining enforceable provisions shall not be adversely
18 affected.

19 **10. GOVERNING LAW**

20 The terms and conditions of this Consent Judgment shall be governed by and construed in
21 accordance with the laws of the State of California.

22 **11. PROVISION OF NOTICE**

23 All notices required to be given to either Party to this Consent Judgment by the other shall
24 be in writing and sent to the following agents listed below via first-class mail or via electronic
25 mail where required. Courtesy copies via email may also be sent.

26 **FOR CLEAN PRODUCTS ADVOCATES, LLC:**

27 Elham Shabatian
28 Cliffwood Law Firm, PC
29 12100 Wilshire Boulevard
30 Suite 800
31 Los Angeles, California 90025
32 Ph: (310) 200-3227
33 Email: ellie@cliffwoodlaw.com

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With a copy to:
Howard Silver
Email: howards830@icloud.com

FOR DEFENDANTS:

Jae Kang
7676 Dagget St. Ste. 350
San Diego CA 92111-2288
Email: jae@kingandkang.com

With a copy to:
Michael J. Gleason
Hahn Loeser & Parks LLP
One America Plaza
600 West Broadway, Suite 1500
San Diego, CA 92101
Ph: (619) 810-4310
Email: mgleason@hahnlaw.com

12. COURT APPROVAL

12.1 Upon execution of this Consent Judgment by the Parties, Plaintiff shall notice a Motion for Court Approval. The Parties shall use their best efforts to support entry of this Consent Judgment.

12.2 If the California Attorney General objects to any term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible, prior to the hearing on the motion.

12.3 If this Stipulated Consent Judgment is not approved by the Court, it shall be void and have no force or effect.

13. EXECUTION AND COUNTERPARTS

This Consent Judgment may be executed in counterparts, which taken together shall be

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1 deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid
2 as the original signature.

3 **14. DRAFTING**

4 The terms of this Consent Judgment have been reviewed by the respective counsel for
5 each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms
6 and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
7 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
8 and no provision of this Consent Judgment shall be construed against any Party, based on the fact
9 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
10 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
11 equally in the preparation and drafting of this Consent Judgment.

12 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

13 If a dispute arises with respect to either Party's compliance with the terms of this Consent
14 Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or
15 in writing and endeavor to resolve the dispute in an amicable manner. No action or motion may
16 be filed in the absence of such a good faith attempt to resolve the dispute beforehand.

17 **16. ENFORCEMENT**

18 Plaintiff may, by motion or order to show cause before the Superior Court of Los
19 Angeles County, enforce the terms and conditions contained in this Consent Judgment. In any
20 action brought by Plaintiff to enforce this Consent Judgment, Plaintiff may seek whatever
21 fines, costs, attorney's fees, penalties, or remedies as are provided by law for failure to comply
22 with the Consent Judgment. To the extent the failure to comply with the Consent Judgment
23 constitutes a violation of Proposition 65 or other laws, Plaintiff shall not be limited to
24 enforcement of this Consent Judgment, but may seek in another action whatever fines, costs,
25 penalties, or remedies as are provided by law for failure to comply with Proposition 65 or other
26 laws.

27 **17. ENTIRE AGREEMENT, AUTHORIZATION**

28 **17.1** This Consent Judgment contains the sole and entire agreement and

1 understanding of the Parties with respect to the entire subject matter herein, including any and
2 all prior discussions, negotiations, commitments, and understandings related thereto. No
3 representations, oral or otherwise, express or implied, other than those contained herein have
4 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
5 herein, shall be deemed to exist or to bind any Party.

6 17.2 Each signatory to this Consent Judgment certifies that he or she is fully
7 authorized by the Party he or she represents to stipulate to this Consent Judgment.

8 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
9 **CONSENT JUDGMENT**

10 This Consent Judgment has come before the Court upon the request of the Parties. The
11 Parties request the Court to fully review this Consent Judgment and, being fully informed
12 regarding the matters which are the subject of this action, to:

- 13 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
14 equitable settlement of all matters raised by the allegations of the Complaint that the matter has
15 been diligently prosecuted, and that the public interest is served by such settlement; and
16 (2) Make the findings pursuant to California Health and Safety Code section
17 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

18
19 **IT IS SO STIPULATED:**

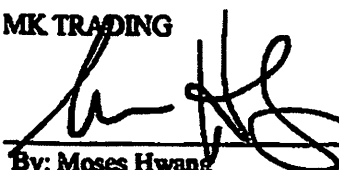
20 Dated: July 18, 2024

CLEAN PRODUCT ADVOCATES, LLC

21 By: 
22 Shabnam Elyaszadeh

23 Dated: July 9, 2024

MK TRADING

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25 By: 
26 Its: Moses Hwang
27 Its: Chief Executive Officer
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Dated: July 9, 2024

ZION MARKET


By: Moses Hwang
Its: Chief Executive Officer

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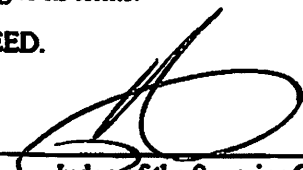
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ORDER AND JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: JAN 21 2025, ~~2024~~



Judge of the Superior Court
ROBERT B. BROADBELT III