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Attorneys for Plaintiff,  
CONSUMER ADVOCACY GROUP, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

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

Plaintiff,

v.

CCONMA, INC., a California Corporation;  
and DOES 1-20,

Defendants.

CASE NO. 23STCV06774

**CONSENT JUDGMENT [PROPOSED]**

Health & Safety Code § 25249.5 *et seq.*

**1. INTRODUCTION**

1.1 This Consent Judgment is entered into by and between Plaintiff, Consumer Advocacy Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the interest of the public, and defendant, Cconma, Inc. (hereinafter referred to as “Defendant”), with each a Party to the action collectively referred to as “Parties.”

**1.2 Defendant and Products**

1.2.1 Defendant is a California Corporation which employs ten or more persons. Defendant distributes, and sells the following:

(i) "Haemalgeun Bunyoung"; "Stone-Plate Grilled Dried Squid"; "Seasoned Dried Squid"; "Net Wt. 4.23 oz (120g)"; "Expiration Date: Nov. 14 2022"; "Importer: Cconma

Inc."; "Distributor: Cconma USA"; "Product of Korea"; "UPC 8 807087 320148." Hereinafter Dried Squid shall mean the Dried Squid with UPC 8 807087 320148); and

(ii) "Wando"; "Roasted Seasoned Seaweed"; "Net Wt. 8.82 oz (250g)"; "Manufactured Nov. 15. 2021"; "Expiration Nov. 14. 2022"; "Importer: Cconma Inc."; "Product of Korea"; "UPC 8 809309 003116." Hereinafter Seaweed shall mean the Seaweed with UPC 8 809309 003116;

1.2.2 Dried Squid with UPC 8 807087 320148 and Seaweed with UPC 8 809309 003116 are collectively referred to as the "Covered Products".

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

### 1.3 Chemicals of Concern

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

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

### 1.4 Notices of Violation

1.4.1 On or about December 2, 2022, CAG served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-02880) ("December 2, 2022 Notice") that provided Defendant and various public enforcement agencies with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Cadmium contained in the Dried Squid sold and/or distributed by Defendant. No public enforcer has commenced or diligently prosecuted the allegations set forth in the December 2, 2022 Notice.

1.4.2 On or about December 29, 2022, CAG served a "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" (AG# 2022-

03147) ("December 29, 2022 Notice") that provided Defendant and various public enforcement agencies with notice of alleged violations of Health& Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium contained in the Seaweed sold and/or distributed by Defendant. No public enforcer has commenced or diligently prosecuted the allegations set forth in the December 29, 2022 Notice.

1.4.3 The December 2, 2022 Notice and the December 29, 2022 Notice are collectively referred to as the "Notices."

#### 1.5 **Complaint**

1.5.1 On March 28, 2023, CAG filed a complaint for civil penalties and injunctive relief ("Complaint") in Los Angeles Superior Court, Case No. 23STCV06774 against Defendant. The Complaint alleges, among other things, that Defendant violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Cadmium from the Dried Squid and Lead and Cadmium from the Seaweed.

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

1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Action and personal jurisdiction over Defendant as to the acts alleged in the Action, 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 cause of action one of the Action 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**

1.7.1 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 the Parties of any material allegation of the Action (each and every allegation of which Defendant denies), any fact, conclusion of law,

1 issue of law or violation of law, including without limitation, any admission concerning any  
2 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,  
3 or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable  
4 warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment,  
5 nor compliance with its terms, shall constitute or be construed as an admission by the Parties of  
6 any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability  
7 by any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated  
8 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding  
9 or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall  
10 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any  
11 other or future legal proceeding, except as expressly provided in this Consent Judgment.

## 12 **2. DEFINITIONS**

13 2.1 “Covered Products” means products specifically identified in Paragraph 1.2.1 and  
14 1.2.2 sold or supplied by Defendant.

15 2.2 “Effective Date” means the date that this Consent Judgment is approved by the  
16 Court.

17 2.3 “Lead” means Lead and Lead Compounds.

18 2.4 “Cadmium” means Cadmium and Cadmium Compounds.

19 2.5 Listed Chemicals shall mean Cadmium as to Dried Squid and Lead and Cadmium  
20 as to Seaweed.

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

23 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in  
24 California, or ship for sale in California any Dried Squid unless the level of Cadmium does not  
25 exceed 34 parts per billion (“ppb”) unless Proposition 65 compliant warnings are used as set  
26 forth in the following paragraphs.  
27  
28

1           3.2     After the Effective Date, Defendant shall not manufacture to sell in California,  
2 offer for sale in California, or ship for sale in California any Seaweed unless the level of Lead  
3 does not exceed 75 ppb and the level of Cadmium does not exceed 85 ppb, unless Proposition 65  
4 compliant warnings are used as set forth in the following paragraphs.

5           3.3     For any Covered Products that exceeds their respective levels of Lead and/or  
6 Cadmium that are placed into the stream of commerce in California by Defendant after the  
7 Effective Date, Defendant must provide a Proposition 65 compliant warning for the Covered  
8 Products as set forth below. Defendant shall provide compliant warnings for cancer and  
9 reproductive toxicity for Covered Products containing Lead and/or Cadmium at a level above  
10 those identified above. The language of the warnings and method for providing any warnings for  
11 the Covered Products shall be compliant with Title 27, California Code of Regulations, § 25600,  
12 et seq. Where a sign, or label used for the Covered product includes consumer information as  
13 defined by California Code of Regulations title 27 §25600.1(c) in a language other than English,  
14 the warning must also be provided in that language in addition to English. Should Defendant sell  
15 or distribute any Covered Product through the internet the warning will be posted in the manner  
16 provided for with respect to internet sales, as provided for in 27 CCR sections 25601 and 25602,  
17 as they may be subsequently amended.

18           3.4     Changes in the law and regulations applicable to Prop 65 occurring after this date  
19 shall be incorporated into the terms of this Consent Judgment.

#### 20 **4. SETTLEMENT PAYMENT**

21           4.1     **Payment and Due Date:** Defendant shall pay a total of eighty-five thousand  
22 dollars (\$85,000.00) in full and complete settlement of all monetary claims by CAG related to  
23 the Notices, as follows:

24                   4.1.1   **Civil Penalty:** Defendant shall issue separate checks totaling five  
25 thousand dollars (\$5,000.00) as penalties pursuant to Health & Safety Code § 25249.12:

26                           (a) Defendant will issue a check made payable to the State of California's  
27 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of three  
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1 thousand seven hundred and fifty dollars (\$3,750.00) representing 75% of the total penalty and  
2 Defendant will issue a separate check to CAG in the amount of one thousand two hundred and  
3 fifty dollars (\$1,250.00) representing 25% of the total penalty; and

4 (b) Separate 1099s shall be issued for each of the above payments:  
5 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95812-4010, Attn:  
6 Mike Gyurics (EIN: 68-0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi &  
7 Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

8  
9 **4.1.3 Reimbursement of Attorneys Fees and Costs:** Defendant shall pay  
10 eighty thousand dollars (\$80,000.00) to “Yeroushalmi & Yeroushalmi” as reimbursement for  
11 reasonable investigation fees and costs, attorneys’ fees, and any other costs incurred as a result of  
12 investigating, bringing this matter to Defendant’s attention, litigating, and negotiating a  
13 settlement in the public interest.

14 **4.2** Other than the payment to OEHHA described above, all payments referenced in  
15 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi,  
16 Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The  
17 payment to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment  
18 P.O. Box 4010 Sacramento, CA 95812-4010, Attn: Mike Gyurics. Concurrently with payment to  
19 OEHHA, Defendant shall provide CAG with written confirmation that the payment to OEHHA  
20 was delivered.

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

22 **5.1** This Consent Judgment is a full, final, and binding resolution between CAG on  
23 behalf of itself and in the public interest and Defendant for alleged failure to provide any  
24 required Proposition 65 warning of exposure to Lead and Cadmium from the Covered Products  
25 as defined in Section 1.2, and fully resolves all claims that have been asserted against Defendant  
26 in the Action up through the Effective Date. CAG, on behalf of itself and in the public interest,  
27 hereby discharges Defendant, and their respective officers, directors, insurers, employees,  
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1 parents, shareholders, divisions, subdivisions, subsidiaries, and their successors and assigns  
2 (“Defendant Releasees”) and all customers, retailers, and downstream entities in the distribution  
3 chain of the Covered Products to whom Defendant distributed or sold Covered Products, and the  
4 predecessors, successors and assigns of any of them, and all of their respective officers, directors,  
5 shareholders, members, managers, employees, agents only as to Covered Products sold by the  
6 Defendant (collectively, “Downstream Releasees”), for Covered Products placed into the stream  
7 of commerce up through the Effective Date for any alleged violations of Proposition 65 based on  
8 alleged exposure to Lead and Cadmium from the Covered Products. Defendant’s compliance  
9 with the terms of this Consent Judgment shall be deemed to constitute compliance with  
10 Proposition 65 regarding alleged exposures to Lead and Cadmium from the Covered Products as  
11 defined in Section 1.2. Nothing in this Section affects CAG’s right to commence or prosecute an  
12 action under Proposition 65 against any person other than Defendant Releasees or Downstream  
13 Releasees after the Effective Date and against Defendant for any products not identified as  
14 Covered Products.

15           5.2     CAG on behalf of itself, its past and current agents, representatives, attorneys,  
16 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
17 indirectly, any form of legal action and releases all claims, including, without limitation, all  
18 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations,  
19 damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation  
20 fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown,  
21 fixed or contingent (collectively “Claims”), against the Released Parties arising from any alleged  
22 violation of Proposition 65 or any other statutory or common law regarding any failure to warn  
23 about alleged exposure to Lead and Cadmium from the Covered Products as defined in Section  
24 1.2. In furtherance of the foregoing, as to alleged exposures to Listed Chemicals from the  
25 Covered Products, CAG on behalf of itself only, hereby waives any and all rights and benefits  
26 which it now has, or in the future may have, conferred upon it with respect to Claims arising  
27 from any alleged violation of Proposition 65 or any other statutory or common law regarding any  
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1 failure to warn about alleged exposure to Listed Chemicals from the Covered Products by virtue  
2 of the provisions of section 1542 of the California Civil Code, which provides 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  
6 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
7 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
8 DEBTOR OR RELEASED PARTY.

9 CAG understands and acknowledges that the significance and consequence of this waiver of  
10 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
11 resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any  
12 alleged violation of Proposition 65 or any other statutory or common law regarding any failure to  
13 warn about alleged exposure to Listed Chemicals from the Covered Products as defined in  
14 Section 1.2, including but not limited to any exposure to, or failure to warn with respect to  
15 alleged exposure to Listed Chemicals from the Covered Products, CAG will not be able to make  
16 any claim for those damages against Released Parties. Furthermore, CAG acknowledges that it  
17 intends these consequences for any such Claims arising from any violation of Proposition 65 or  
18 any other statutory or common law regarding the failure to warn about exposure to Lead and  
19 Cadmium from Covered Products as may exist as of the date of this release but which CAG does  
20 not know exist, and which, if known, would materially affect their decision to enter into this  
21 Consent Judgment, regardless of whether their lack of knowledge is the result of  
22 ignorance, oversight, error, negligence, or any other cause.

## 23 **6. ENTRY OF CONSENT JUDGMENT**

24 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
25 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and  
26 Defendant waive their respective rights to a hearing or trial on the allegations of the Action.

27 6.2 The Parties shall make all reasonable efforts possible to have the Consent  
28 Judgment approved by the Court.



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

9           **7.     MODIFICATION OF JUDGMENT**

10           7.1     This Consent Judgment may be modified only upon written agreement of the  
11 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
12 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

13           7.2     Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
14 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

15           **8.     RETENTION OF JURISDICTION**

16           8.1     This Court shall retain jurisdiction of this matter to implement and enforce the  
17 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

18           8.2     In any proceeding brought by either Party to enforce this Consent Judgment, the  
19 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

20           **10.    DUTIES LIMITED TO CALIFORNIA**

21           9.1     This Consent Judgment shall have no effect on Covered Products sold by  
22 Defendant outside the State of California.

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

24           10.1    CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the  
25 California Attorney General so that the Attorney General may review this Consent Judgment  
26 prior to its approval by the Court. No sooner than forty-five (45) days after the Attorney General  
27 has received the aforementioned copy of this Consent Judgment, and in the absence of any  
28

1 written objection by the Attorney General to the terms of this Consent Judgment, may the Court  
2 approve this Consent Judgment.

3 **11. ATTORNEY FEES**

4 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its  
5 own costs and attorney fees in connection with this action.

6 **12. GOVERNING LAW**

7 12.1 The validity, construction and performance of this Consent Judgment shall be  
8 governed by the laws of the State of California, without reference to any conflicts of law  
9 provisions of California law.

10 12.2 The terms of this Consent Judgment shall be governed by the laws of the State of  
11 California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise  
12 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent  
13 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,  
14 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered  
15 Products, then any Defendant subject to this Consent Judgment may provide written notice to  
16 CAG of any asserted change in the law, and shall have no further obligations pursuant to this  
17 Consent Judgment with respect to, and to the extent that, the Covered Products are so affected.  
18 Nothing in this Consent Judgment shall be interpreted to relieve a Defendant from any obligation  
19 to comply with any pertinent state or federal law or regulation.

20  
21 12.3 The Parties, including their counsel, have participated in the preparation of this  
22 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
23 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
24 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
25 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
26 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
27 agrees that any statute or rule of construction providing that ambiguities are to be resolved  
28

1 against the drafting Party should not be employed in the interpretation of this Consent Judgment  
2 and, in this regard, the Parties hereby waive California Civil Code § 1654.

3 **13. EXECUTION AND COUNTERPARTS**

4 13.1 This Consent Judgment may be executed in counterparts and by means of  
5 facsimile or portable document format (pdf), which taken together shall be deemed to constitute  
6 one document and have the same force and effect as original signatures.

7 **14. NOTICES**

8 14.1 Any notices under this Consent Judgment shall be by First-Class Mail or E-mail.

9  
10 If to CAG:

11 Reuben Yeroushalmi  
12 YEROUSHALMI & YEROUSHALMI  
13 9100 Wilshire Boulevard, Suite 240W  
14 Beverly Hills, CA 90212  
(310) 623-1926  
Email: lawfirm@yeroushalmi.com

15 If to Defendant.:

16 Jacob B. Bach  
17 ACI LAW GROUP, PC  
18 6 Centerpointe Drive, Ste. 630  
19 La Palma, CA 90623  
20 (714) 522-3300  
Email: jacob@acilawgroup.com

21 **15. AUTHORITY TO STIPULATE**

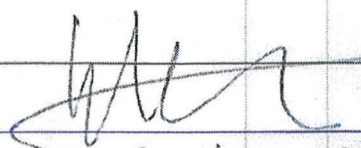
22 15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
23 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of  
24 the party represented and legally to bind that party.

25  
26 **AGREED TO:**

27 Date: 07/16, 2024

**AGREED TO:**

28 Date: 07/15, 2024

<u>Michael Marcus</u> Name: <u>Michael Marcus</u> Title: <u>Director</u> CONSUMER ADVOCACY GROUP, INC.	 Name: <u>Donghoon Choi</u> Title: <u>CEO</u> CCONMA, INC
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IT IS SO ORDERED.

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

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