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CONSUMER ADVOCACY GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

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

Plaintiff,
v.

WOOLTARI USA, INC., a Delaware
Corporation;
and DOES 1-70

Defendants.

CASE NO. 24CV097847

**REVISED [PROPOSED]
STIPULATED CONSENT
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

[Assigned for All Purposes to the Hon.
Peter Borkon, Dept. 15]

Complaint Filed: October 30, 2024

Trial Date: July 27, 2026

1. INTRODUCTION

1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER
ADVOCACY GROUP, INC. (referred to as “CAG” or “Plaintiff”) acting on behalf of itself and

1 in the public interest, and Defendant, WOOLTARI, USA INC. (“WOOLTARI” or “Defendant”)
2 Defendant and CAG are sometimes collectively referred to herein as the “Parties”.

3 1.2.1 **Defendant and Products**

4 1.2.2 CAG alleges that Defendant employs ten or more persons. CAG further
5 alleges that Defendant manufactures, imports, distributes and/or sells
6 seaweed products to consumers in California:

7 (i) **Seaweed** identified as:

- 8 a. “Heung-il”; “Roasted Seasoned Seaweed Laver”; “25 g (126 kcal)”; “2021.08.18”;
9 “2023.08.17”; “Original”; “UPC 8 809016 760432”.
- 10 b. “7 Treasures Seaweed Salad”; “Fresiweed Daily”; “05.07.2023”; “Net Wt. 3.88 oz
11 (110g)”; “Manufactured by: Jinhyun Co., Ltd.”; “Imported by: Wooltari USA,
12 Inc.”; “Product of Korea”; “UPC 8 809546 750415”.
- 13 c. “Bada”; “7 Types of Dried Seaweeds”; “Enjoy Your Meal With Of Seaweed
14 Salad!”; “Manufactured by Dawn Sea Co., Ltd.”; “Republic of Korea”; “UPC 8
15 809378 342475”.
- 16 d. “Mushroom Anchovy & Almond Roasted Seaweed Snack”; “Net Wt. 50g (1.76 oz,
17 325kcal)”; “Manufacturer: Greenbelt’s Friends”; “Imported By: Wooltari USA,
18 Inc.”; “www.wooltariusa.com”; “FDA #14469278724”; “Product of Korea”; “UPC
19 8 809653 180266”.
- e. “Daege Gim”; “Snow Crab Seaweed Snack”; “2022.10.03”; “Net Wt. 0.7 oz (20
g)”; “Distributed by: Daege Gim”; “Manufactured by: Woongbee Food”; “Product
of Korea”; “UPC 8 809598 180062”.

f. “Crunchy Seaweed Snacks”; “2022.10.13”; “Jangheung Seaweed Crunch Chips”;
“Manufactured by Sewha Seafood Co. Ltd.”; “Imported by Wooltari USA Inc.”;
“Product of Kora”; “00780042374108”; “UPC 8 802957 194274”.

g. “Island of Health Wando Korea”; “Premium Seaweed”; “Net Wt. 3.52oz (100g)”;
“2023.08.15”; “Product of Korea”; “UPC 8 809016 765017”; “UPC 8 809418
430032”.

1.2.3 “Covered Products” under this Consent Judgment include, seaweed,
manufactured, distributed, imported, exported, or otherwise sold by Defendant in California,
including but not limited to those set forth in Section 1.2.1 above.

1.2.4 Defendant is deemed a person in the course of doing business in California
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 Listed Chemicals

1.3.1 Cadmium and Cadmium Compounds (hereinafter “Cadmium”) are listed by
the State of California as under Proposition 65 as known to cause birth defects or other
reproductive harm.

1.3.2 Lead and Lead Compounds (hereinafter “Lead”) are listed by the State of
California under Proposition 65 as known to cause cancer and birth defects or other reproductive
harm.

1.3.3 Inorganic Arsenic Compounds and Inorganic Arsenic Oxides (hereinafter
“Arsenic” or “arsenic”) are known to the State of California to cause cancer and birth defects or
other reproductive harm

1.3.4 “Listed Chemicals” is defined as follows:

- a. Lead and Cadmium in “Heung-il”; “Roasted Seasoned Seaweed Laver”; “25 g (126 kcal)”; “2021.08.18”; “2023.08.17”; “Original”; “UPC 8 809016 760432”.
- b. Cadmium in “7 Treasures Seaweed Salad”; “Fresiweed Daily”; “05.07.2023”; “Net Wt. 3.88 oz (110g)”; “Manufactured by: Jinhyun Co., Ltd.”; “Imported by: Wooltari USA, Inc.”; “Product of Korea”; “UPC 8 809546 750415”.
- c. Lead and Cadmium in “Bada”; “7 Types of Dried Seaweeds”; “Enjoy Your Meal With Of Seaweed Salad!”; “Manufactured by Dawn Sea Co., Ltd.”; “Republic of Korea”; “UPC 8 809378 342475”.
- d. Cadmium in “Mushroom Anchovy & Almond Roasted Seaweed Snack”; “Net Wt. 50g (1.76 oz, 325kcal)”; “Manufacturer: Greenbelt’s Friends”; “Imported By: Wooltari USA, Inc.”; “www.wooltariusa.com”; “FDA #14469278724”; “Product of Korea”; “UPC 8 809653 180266”.
- e. Lead and Cadmium in “Daege Gim”; “Snow Crab Seaweed Snack”; “2022.10.03”; “Net Wt. 0.7 oz (20 g)”; “Distributed by: Daege Gim”; “Manufactured by: Woongbee Food”; “Product of Korea”; “UPC 8 809598 180062”.
- f. Cadmium in “ “Crunchy Seaweed Snacks”; “2022.10.13”; “Jangheung Seaweed Crunch Chips”; “Manufactured by Sewha Seafood Co. Ltd.”; “Imported by Wooltari USA Inc.”; “Product of Kora”; “00780042374108”; “UPC 8 802957 194274”.
- g. Lead and Arsenic in “ “Island of Health Wando Korea”; “Premium Seaweed”; “Net Wt. 3.52oz (100g)”; “2023.08.15”; “Product of Korea”; “UPC 8 809016 765017”; “UPC 8 809418 430032”.

1.4 Notices of Violation

1 1.4.1 On or about January 18, 2023, CAG alleges that it served a “60-Day Notice
2 of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986”
3 (AG# 2023-00171) (“Notice 1”) that provided Defendant with notice of alleged violations of
4 Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures
5 to Lead and Cadmium contained in seaweed manufactured, imported, sold and/or distributed by
6 Defendant in California. To the best of the parties’ knowledge, no public enforcer has commenced
or diligently prosecuted the allegations set forth in Notice 1.

7 1.4.2 On or about January 18, 2023, CAG alleges that it served a “60-Day Notice
8 of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986”
9 (AG# 2023-00173) (“Notice 2”) that provided Defendant with notice of alleged violations of
10 Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures
11 to Cadmium contained in seaweed manufactured, imported, sold and/or distributed by Defendant
in California. To the best of the parties’ knowledge, no public enforcer has commenced or
diligently prosecuted the allegations set forth in the Notice 2.

12 1.4.3 On or about January 26, 2023, CAG alleges that it served a “60-Day Notice
13 of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986”
14 (AG# 2023-00259) (“Notice 3”) that provided Defendant with notice of alleged violations of
15 Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures
16 to Lead and Cadmium contained in seaweed manufactured, imported, sold and/or distributed by
17 Defendant in California. To the best of the parties’ knowledge, no public enforcer has commenced
or diligently prosecuted the allegations set forth in the Notice 3.

18 1.4.4 On or about January 26, 2023, CAG alleges that it served a “60-Day Notice
19 of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986”

1 (AG# 2023-00265) (“Notice 4”) that provided Defendant with notice of alleged violations of
2 Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures
3 to Cadmium contained in seaweed manufactured, imported, sold and/or distributed by Defendant
4 in California. To the best of the parties’ knowledge, no public enforcer has commenced or
diligently prosecuted the allegations set forth in the Notice 4.

5 1.4.5 On or about February 2, 2023, CAG alleges that it served a “60-Day Notice
6 of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986”
7 (AG# 2023-00311) (“Notice 5”) that provided Defendant with notice of alleged violations of
8 Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures
9 to Lead and Cadmium contained in seaweed manufactured, imported, sold and/or distributed by
10 Defendant in California. To the best of the parties’ knowledge, no public enforcer has commenced
or diligently prosecuted the allegations set forth in the Notice 5.

11 1.4.6 On or about February 28, 2023, CAG alleges that it served a “60-Day Notice
12 of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986”
13 (AG# 2023-00603) (“Notice 6”) that provided Defendant with notice of alleged violations of
14 Health & Safety Code § 25249.6 for failing to warn individuals in California of potential exposures
15 to Cadmium contained in seaweed manufactured, imported, sold and/or distributed by Defendant
in California. To the best of the parties’ knowledge, no public enforcer has commenced or
diligently prosecuted the allegations set forth in the Notice 6.

16 1.4.7 On or about May 5, 2023, CAG alleges that it served a “60-Day Notice of
17 Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG#
18 2023-01251) (“Notice 7”) that provided Defendant with notice of alleged violations of Health &
19 Safety Code § 25249.6 for failing to warn individuals in California of potential exposures to Lead

1 and Arsenic contained in seaweed manufactured, imported, sold and/or distributed by Defendant
2 in California. To the best of the parties' knowledge, no public enforcer has commenced or
3 diligently prosecuted the allegations set forth in the Notice 7.

4 1.5.1 Notices 1 through 7 are collectively referred to herein as the "Notices."

5 1.6 **Complaints**

6 1.6.1 On October 30, 2024, CAG filed a complaint for civil penalties and
7 injunctive relief ("Complaint") in Alameda Superior Court, Case No. 24CV097847 against
8 Defendant. The Complaint alleges, among other things, that Defendant violated Proposition 65 by
9 failing to provide clear and reasonable warnings to consumers in California that the Covered
10 Products can potentially expose consumers to the Listed Chemicals.

11 1.7 **Consent to Jurisdiction**

12 1.7.1 For purposes of this Consent Judgment only, the Parties stipulate that this
13 Court has jurisdiction over the allegations of violations contained in the Notices and Complaint,
14 personal jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper
15 in the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a
16 full settlement and resolution of all allegations contained in the Notices and Complaint, and of all
17 claims which were or could have been raised by any person or entity based in whole or in part,
18 directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.
19 Notwithstanding the above Defendant shall comply with the terms of this Consent Judgment.

20 1.8 **No Admission**

21 1.8.1 This Consent Judgment resolves claims that are denied and disputed. The
22 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all claims
23 between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent

Judgment shall be construed as an admission by Defendant of any material allegation in the notices and Complaint (each and every allegation of which Defendant deny), nor any fact, conclusion of law, issue of law or violation of law, including without limitation, any admission concerning any violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, or the meaning of the terms “knowingly and intentionally expose”, in the course of doing business”, or “clear and reasonable warning” as used in Health and Safety Code section 25249.6 et seq. Nothing in this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by any Defendant, their officers, directors, members, employees, or parent, subsidiary or affiliated corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other or future legal proceeding, except as expressly provided in this Consent Judgment.

2. DEFINITIONS

2.1 “Covered Products” under this Consent Judgment include seaweed manufactured, distributed, imported, exported, or otherwise sold by Defendant in California, including but not limited to those set forth in Section 1.2.1 above.

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

2.3 “Cadmium” means Cadmium and Cadmium Compounds. Cadmium is listed as a chemical pursuant to Proposition 65.

1 2.4 “Lead” means Lead and Lead Compounds. Lead is listed as a chemical pursuant
2 to Proposition 65.

3 2.5 “Arsenic” means Inorganic Arsenic Compounds and Inorganic Arsenic Oxides.
4 Arsenic is listed as a chemical pursuant to Proposition 65.

5 2.6 “Notices” means Notices of Violation as defined in Paragraph 1.4.

6 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
7 **WARNINGS.**

8 3.1 After the Effective Date, Defendant shall not manufacture for sale in California,
9 any Covered Products unless the level of Lead does not exceed more than 75 parts per billion
10 (“ppb”) and the level of Cadmium in such Covered Products does not exceed more than 85 ppb
11 and the level of Arsenic in such Covered Products does not exceed more than 20ppb,
12 (“reformulation level(s)”) unless Proposition 65 compliant warnings are provided as set forth in
13 the following paragraphs.

14 3.2 For any Covered Products that exceed the reformulation level of Listed Chemicals
15 set forth in sections 3.1above that are manufactured for distribution and/or sale into California
16 after the Effective Date, Defendant must provide a Proposition 65 compliant warning for the
17 Covered Products pursuant to Proposition 65 and its implementing regulations as set forth below.
18 The language of the warnings and method for providing any warnings for the Covered Products
19 shall be compliant with Title 27, California Code of Regulations, § 25600, *et seq.* and with Title
20 27, California Code of Regulations, § 25607.1, *et seq.* for birth defects or other reproductive
21 toxicity. Defendant shall provide warnings for cancer if the exposure to Lead is greater than 15
22 ug/day when averaged over a lifetime or if the exposure to Inorganic Arsenic Compounds is greater
23 than 10 ug/day when averaged over a lifetime. Any warning provided pursuant to this section shall

1 be affixed to the packaging of, or directly on, the Covered Products, and be prominently placed
2 with such conspicuousness as compared with other words, statements, designs, or devices as to
3 render it reasonably likely to be read and understood by an ordinary individual under customary
4 conditions before purchase or use. The warning must be set off from other surrounding information
5 and enclosed in a box. Where the packaging of the Covered Products or a sign referring to the
6 Covered Products includes consumer information as defined by California Code of Regulations
7 title 27 §25600.1(c) in a language other than English, the warning must also be provided in that
8 language in addition to English. Should Defendant sell or distribute any Covered Products through
9 the internet into California where Defendant controls the product listing, the warning shall be
10 posted in the manner as provided for internet sales in 27 CCR sections 25601 and 25602, as they
11 may be subsequently amended, for sales to consumers in California. If Defendant sells the product
12 on a third party internet site and does not control the listing on the site, it must comply with section
13 25600.2(b) in order to shift the burden to the third party internet seller to provide the warning. The
14 Parties agree that the following warning language shall constitute compliance with Proposition 65
15 with respect to the alleged Cadmium and/or Lead and/or Arsenic contained in the Covered
16 Products manufactured by or for Defendant as applicable after the Effective Date:

17 For Lead

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

For Cadmium

[CALIFORNIA] or [CA] WARNING: Consuming this product can expose you to
chemicals including Cadmium, which is known to the State of California to cause birth

defects or other reproductive harm. For more information go to
www.P65Warnings.ca.gov/food

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

3.3 The injunctive requirements of Section 3 shall not apply to Covered Products that
are manufactured or are otherwise already in the stream of commerce as of the Effective Date,
which Covered Products are expressly subject to the releases provided in Section 5.

3.4 Changes in the law and regulations applicable to Proposition 65, including changes
resulting from federal and/or state court rulings, occurring after this date may be incorporated into
the terms of this Consent Judgment, pursuant to the modification provisions set forth in Section 7.

4. SETTLEMENT PAYMENT

4.1 Payment and Due Date: In complete resolution of all claims of any kind for
damages, penalties, restitution, attorney's fees, investigative expenses, testing expenses, or any
other monetary relief of any kind related to claims that were raised or that could have been raised
in the Notices and Complaint, and negotiating the terms of this Consent Judgment, Defendant or
their agents shall collectively pay a total of four hundred and twenty-five thousand dollars
(\$425,000.00) in full and complete settlement of all monetary claims by CAG related to the Notices
and Complaint, as follows:

1 4.1.1 Civil Penalty: Defendant or their agents shall issue separate checks totaling
2 fifty-seven thousand one hundred sixty dollars (\$57,160.00) as civil penalties pursuant to Health
& Safety Code § 25249.12:

3 (a) Defendant will issue a check made payable to the State of California's
4 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of forty-two
5 thousand eight hundred and seventy dollars (\$42,870.00) representing 75% of the total civil
6 penalty and Defendant will issue a separate check to CAG in the amount of fourteen thousand two
7 hundred and ninety dollars (\$14,290.00) representing 25% of the total civil penalty; and

8 (b) Separate 1099s shall be issued for each of the above payments:
9 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95812-4010 (EIN: 68-
10 0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

11 4.1.2 Additional Settlement Payments: Defendant or their agents shall make a
12 separate payment, in the amount of forty-two thousand eight hundred and forty dollars
(\$42,840.00) as an additional settlement payment to "Consumer Advocacy Group, Inc." pursuant
13 to Health & Safety Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d).
14 Defendant or their agents will issue a separate check to CAG for the Additional Settlement
15 Payment. CAG will use this payment as follows, seventy-five percent (75%) for fees of
16 investigation, purchasing and testing for Proposition 65 listed chemicals in various products, and
17 for expert fees for evaluating exposures through various mediums, including but not limited to
18 consumer product, occupational, and environmental exposures to Proposition 65 listed chemicals,
and the cost of hiring, consulting, and retaining experts who assist with the extensive scientific
19 analysis necessary for those files in litigation and to offset the costs of future litigation enforcing

1 Proposition 65 but excluding attorney fees; twenty-five percent (25%) for administrative costs
2 incurred during investigation and litigation to reduce the public's exposure to Proposition 65 listed
3 chemicals by notifying those persons and/or entities believed to be responsible for such exposures
4 and attempting to persuade those persons and/or entities to reformulate their products or the source
5 of exposure to completely eliminate or lower the level of Proposition 65 listed chemicals including
6 but not limited to costs of documentation and tracking of products investigated, storage of
7 products, website enhancement and maintenance, computer and software maintenance,
8 investigative equipment, CAG's member's time for work done on investigations, office supplies,
9 mailing supplies and postage. Within 30 days of a request from the Attorney General, CAG shall
10 provide to the Attorney General copies of documentation demonstrating how the above funds have
11 been spent. CAG shall be solely responsible for ensuring the proper expenditure of this Additional
12 Settlement Payment.

11 **4.1.3 Reimbursement of Attorney's Fees and Expenses:** Defendant shall pay
12 three hundred and twenty-five thousand dollars (\$325,000.00) to "Yeroushalmi & Yeroushalmi"
13 as complete reimbursement for all reasonable investigation fees and costs, attorneys' fees, and any
14 other costs or expenses of any kind incurred as a result of the Notices, investigating, bringing this
15 matter to Defendant's attention, litigating and negotiating this settlement in the public interest, and
16 obtaining court approval of this Consent Judgment, including all fees, costs, and expenses incurred
17 relating to the subsequent payment agreement contemplated by Section 4.14

16 **4.2** Other than the payment to OEHHA described above, all payments referenced in
17 paragraphs 4.1.1 and 4.1.2 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi &
18 Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to
19 OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike

1 Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with
2 payment to OEHHA, Defendant shall provide CAG with written confirmation that the payment to
3 OEHHA was delivered.

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

5 5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on behalf
6 of itself and in the public interest, and Defendant, for any actual or alleged failure to provide
7 Proposition 65 warnings concerning potential exposures to the Listed Chemicals from the Covered
8 Products as set forth in the Notices and Complaint, and fully resolves all claims that have been or
9 could have been asserted against Defendant in this action for all Covered Products manufactured
10 up through the Effective Date for any actual or alleged failure to provide Proposition 65 warnings
11 regarding Listed Chemicals in Covered Products. CAG, on behalf of itself and in the public
12 interest, hereby discharges and releases Defendant, and its respective officers, directors, insurers,
13 employees, parents, shareholders, divisions, subdivisions, subsidiaries, affiliates, and their
14 successors and assigns (“Defendant Releasees”) and all of Defendant’s customers, retailers,
15 importers, licensees, licensors, and downstream entities in the distribution chain of the Covered
16 Products to whom or for whom Defendant manufactured, imported, exported, distributed, sold, or
17 offered for sale Covered Products, their parents, subsidiaries, and affiliated entities, and the
18 predecessors, successors and assigns of any of them, and all of their respective officers, directors,
19 shareholders, members, managers, employees, and agents, only as to Covered Products
manufactured, imported, distributed, or sold by Defendant (collectively, “Downstream
Releasees”), and all suppliers, manufacturers, and other upstream entities in the supply chain of
the Covered Products from whom Defendant sourced, purchased, or acquired, Covered Products,
, and their respective owners, parents, direct and indirect subsidiaries, affiliates, sister, as well as

1 their past, present, and future owners, employees, agents, representatives, shareholders, members,
2 managers, officers, directors, insurers, beneficiaries, attorneys, predecessors, successors, assigns,
3 only as to Covered Products sold, distributed, or marketed by the Defendant, (collectively,
4 “Upstream Releasees”), for all Covered Products placed into the stream of commerce up through
5 the Effective Date for alleged violations of Proposition 65 based on potential exposure to Listed
6 Chemicals from the Covered Products. The release is limited to the Covered Products and Listed
7 Chemicals identified above. Defendant Releasees, Upstream Releasees and Downstream
8 Releasees are sometimes collectively referred to herein as the “Released Parties.” Defendant’s
9 compliance with the terms of this Consent Judgment shall be deemed to constitute compliance
10 with Proposition 65 regarding alleged exposures to Listed Chemicals from the Covered Products.
11 Nothing in this Section affects CAG’s right to commence or prosecute an action under Proposition
12 65 against any person other than Defendant Releasees, Upstream Releasees or Downstream
13 Releasees after the Effective Date.

14 5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
15 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
16 indirectly, any form of legal action and releases all claims, including, without limitation, all
17 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,
18 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert
19 fees, and attorneys’ fees) of any nature whatsoever, whether known or unknown, fixed or
contingent (collectively “Claims”), against Defendant Releasees, Upstream Releasees and/or
Downstream Releasees arising from any violation of Proposition 65 or any other statutory or
common law regarding the potential exposure of persons to the Listed Chemicals contained in the
Covered Products or any failure to warn about exposure to Listed Chemicals from the Covered

1 Products. In furtherance of the foregoing, as to alleged exposures to Listed Chemicals from the
2 Covered Products, CAG on behalf of itself only, hereby waives any and all rights and benefits
3 which it now has, or in the future may have, conferred upon it with respect to Claims arising from
4 any violation of Proposition 65 or any other statutory or common law regarding the failure to warn
5 about potential exposure and any alleged exposure of persons in California to Listed Chemicals
6 from the Covered Products by virtue of the provisions of section 1542 of the California Civil Code,
7 which provides as follows:

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

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

1 result of ignorance, oversight, error, negligence, or any other cause.

2 **6. ENTRY OF CONSENT JUDGMENT**

3 6.1 CAG shall prepare and file a motion seeking approval of this Consent Judgment
4 pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment,
5 CAG and Defendant waive their respective rights to a hearing or trial on the allegations of the
6 Complaint.

7 6.2 The Parties shall cooperate and make all reasonable efforts possible to have the
8 Consent Judgment approved by the Court.

9 6.3 If this Consent Judgment is not approved in full by the Court: (a) this Consent
10 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
11 become null and void, and the Action shall revert to the status that existed prior to the execution
12 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
13 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
14 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,
15 or in any other proceeding; and (c) the Parties agree to meet and confer and make all reasonable
16 efforts to modify the terms of the Consent Judgment and to resubmit it for approval.

17 **7. MODIFICATION OF JUDGMENT**

18 7.1 This Consent Judgment may be modified only upon written agreement of the
19 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.

7.2 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.

1 **8. RETENTION OF JURISDICTION**

2 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms
3 of this Consent Judgment under Code of Civil Procedure § 664.6. The Parties also agree that
4 Downstream Releasees are intended third-party beneficiaries of this Consent Judgment and may
enforce its terms.

5 8.2 In any proceeding brought by any Party to enforce the terms of this Consent
6 Judgment, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

7 **9. DUTIES LIMITED TO CALIFORNIA**

8 9.1 This Consent Judgment shall have no effect on Covered Products sold by Defendant
outside the State of California.

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

10 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
11 California Attorney General so that the Attorney General may review this Consent Judgment prior
12 to its approval by the Court. No sooner than forty-five (45) days after the Attorney General has
13 received the aforementioned copy of this Consent Judgment, and in the absence of any written
14 objection by the Attorney General to the terms of this Consent Judgment, may the Court approve
this Consent Judgment.

15 **11. ATTORNEY FEES**

16 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
own costs and attorney fees in connection with this action.

17 **12. GOVERNING LAW**

1 12.1 The validity, construction and performance of this Consent Judgment shall be
2 governed by the laws of the State of California, without reference to any conflicts of law provisions
3 of California law.

4 12.2 The terms of this Consent Judgment shall be governed by the laws of the State of
5 California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise
6 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent
7 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,
8 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered
9 Products, then the Parties may modify this Consent Judgment in accordance with the modification
10 requirements of Section 7 with respect to, and to the extent that, the Covered Products are so
11 affected. Nothing in this Consent Judgment shall be interpreted to relieve a Defendant from any
12 obligation to comply with any pertinent state or federal law or regulation.

13 12.3 The Parties, including their counsel, have participated in the preparation of this
14 Consent Judgment, and this Consent Judgment is the result of the joint efforts of the Parties. This
15 Consent Judgment was subject to revision and modification by the Parties and has been accepted
16 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
17 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
18 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
19 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
this regard, the Parties hereby waive California Civil Code § 1654.

18 **13. EXECUTION AND COUNTERPARTS**

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

14. NOTICES

16.1 Any notice under this Consent Judgment shall be by First-Class Mail or E-mail.

If to CAG:

Reuben Yeroushalmi, Esq.
YEROUSHALMI & YEROUSHALMI
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212
(310) 623-1926
Email: lawfirm@yeroshalmi.com

If to Wooltari:

Jacob B. Bach, Esq.
jacob@acilawgroup.com
cc: law@acilawgroup.com
ACI LAW GROUP, PC
6 Centerpointe Drive, Ste. 630
La Palma, CA 90623
Tel: (714) 522-3300
Fax: (714) 522-3700

15. AUTHORITY TO STIPULATE

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

AGREED TO:	AGREED TO:
Date: <u>Sept 17</u> , 2026	Date: <u>August 24</u> , 2026
<u></u>	<u>Kouna Ook Jana</u>

1 Name: Willard BAYER

Name: Koung Ook Jang

2 Title: President

Title: CEO

3 CONSUMER ADVOCACY GROUP, INC.

WOOLTARI USA, INC.

4 **IT IS SO ORDERED.**

5
6 Date: _____

JUDGE OF THE SUPERIOR COURT