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8 Attorneys for Plaintiff,  
9 CONSUMER ADVOCACY GROUP, INC.

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

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

14 Plaintiff,

15 v.

16 JAYONE FOODS, INC., a California  
17 Corporation;  
18 and DOES 1-10,

19 Defendant.

CASE NO. 24STCV11333

**CONSENT JUDGMENT [PROPOSED]**

Health & Safety Code § 25249.5 *et seq.*

[Assigned for All Purposes to the Hon.  
Lia Martin, Dept. 3]

Complaint Filed: May 6, 2024

Trial Date: December 8, 2025

20 **1. INTRODUCTION**

21 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, JAYONE FOODS, INC., (hereinafter referred to as "Defendant" and  
collectively with CAG as "Parties").

**1.2 Defendant and Products**

1.2.1 CAG alleges that Defendant JAYONE FOODS, INC. is a California  
Corporation which employs ten or more persons. CAG further alleges that Defendant distributes

1 and sells Pollack Chips to consumers in California, including but not limited to: “Alaska Pollack  
2 Chips”; “Fried Pollack Skin Snack”; “#82021”; “2023.01.25”; “Net Wt. 3.52 oz (100 g)”;  
3 “Distributed by Jayone Foods, Inc.”; “Product of Korea”; “UPC 8 809406 282698”

4 1.2.2 Pollack Chips are referred to as the “Covered Products”.

5 1.2.3 For purposes of this Consent Judgment only, Defendant is deemed persons  
6 in the course of doing business in California and are subject to the provisions of the Safe Drinking  
7 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.  
8 (“Proposition 65”).

9 **1.3 Chemicals of Concern**

10 1.3.1 Lead and Lead Compounds (hereinafter “Lead”) are known to the State of  
11 California to cause cancer and developmental and reproductive toxicity.

12 **1.4 Notice of Violation**

13 1.4.1 On or about April 19, 2023 and April 4, 2024, CAG served a “60-Day  
14 Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of  
15 1986” (AG# 2023-01046 and AG#2024-01370) (“Notice”) that provided Defendant., with notice  
16 of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in  
17 California of exposures to Lead contained in Pollack Chips sold and/or distributed by Defendant.  
18 No other public enforcer has commenced or diligently prosecuted the allegations set forth in the  
19 Notice.

20 **1.5 Complaints**

21 1.5.1 On May 6, 2024, CAG filed a complaint for civil penalties and injunctive  
relief (“Complaint”) in Los Angeles Superior Court, Case No. 24STCV11333 against Defendant.  
The Complaint alleges, among other things, that Defendant violated Proposition 65 by failing to  
give clear and reasonable warnings of exposure to Lead from Covered Products.

**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 Complaint and personal

1 jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the  
2 County of Los Angeles and that this Court has jurisdiction to enter this Consent Judgment as a full  
3 settlement and resolution of the allegations contained in the Complaint and of all claims which  
4 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.

5 **1.7 No Admission**

6 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The  
7 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all claims  
8 between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent  
9 Judgment shall be construed as an admission by the Parties of any material allegation of the  
10 Complaint (each and every allegation of which Defendant deny), any fact, conclusion of law, issue  
11 of law or violation of law, including without limitation, any admission concerning any violation  
12 of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, or the  
13 meaning of the terms “knowingly and intentionally expose” or “clear and reasonable warning” as  
14 used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor  
15 compliance with its terms, shall constitute or be construed as an admission by the Parties of any  
16 fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by  
17 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.

18 **2. DEFINITIONS**

19 2.1 “Covered Products” means products as defined in Paragraph 1.2.2 that are sold,  
20 offered for sale, marketed, distributed, and/or supplied by Defendant. Covered Products are limited  
21 to Pollack Chips distributed for sale by Jayone only.

1 2.2 "Effective Date" means the date that this Consent Judgment is approved by the Court.

2 2.3 "Lead" means Lead and Lead Compounds.

3 2.4 "Listed Chemicals" means Lead.

4 2.5 "Notice" means Notice of Violation as defined in Paragraph 1.4.1

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

7 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in  
8 California, or ship for sale in California any Covered Products unless the level of Lead does not  
9 exceed the levels ("reformulation level(s)") specified below unless Proposition 65 compliant  
10 warnings are used as set forth in the following paragraphs.

11 3.1.1 Lead: an exposure of no more than 0.5 micrograms of Lead based on a single serving  
12 per day. For purposes of assessing compliance with this reformulation level, the exposure shall be  
13 calculated by multiplying the recommended serving size of the Covered Products by the  
14 concentration of Lead in the Covered Products.

15 3.2 For any Covered Products that exceeds its reformulation level of Listed Chemicals  
16 that are manufactured for distribution and/or sale into California after the Effective Date,  
17 Defendant must provide a Proposition 65 compliant warning for the Covered Products as permitted  
18 by Proposition 65 and its implementing regulations or as set forth below. This obligation shall not  
19 apply for any Covered Products for which labels were ordered or placed prior to the Effective Date  
20 if such Covered Products are distributed for sale in California within 120 days after the Effective  
21 Date. The language of the warnings and method for providing any warnings for the Covered  
Products shall be compliant with Title 27, California Code of Regulations, § 25600, et seq and  
with Title 27, California Code of Regulations, § 25607.2, et seq. Any warning provided pursuant  
to this section shall be affixed to the packaging of, or directly on, the Covered Products, and be  
prominently placed with such conspicuousness as compared with other words, statements, designs,  
or devices as to render it likely to be read and understood by an ordinary individual under  
customary conditions before purchase or use. The warning must be set off from other surrounding

1 information, enclosed in a box. Where the packaging of the Covered Products or a sign referring  
2 to the Covered Products includes consumer information as defined by California Code of  
3 Regulations title 27 §25600.1(c) in a language other than English, the warning must also be  
4 provided in that language in addition to English. Should Defendant sell or distribute any Covered  
5 Products through the internet, the warning will be posted in the manner provided for with respect  
6 to internet sales, as provided for in 27 CCR sections 25601 and 25602, as they may be subsequently  
7 amended, for sales to consumers in California. The Parties agree that the following warning  
8 language shall constitute compliance with Proposition 65 with respect to the alleged Lead in the  
9 Covered Products placed into the steam of commerce by Defendant after the Effective Date and  
10 such warning language will be used by the Defendant:

11 For Covered Products that contain Lead:

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

15 3.3 For any Covered Products still existing in the Defendant' physical custody as of the  
16 Effective Date, Defendant shall place a Proposition 65 compliant warning on them within 120 days  
17 after the Effective Date, unless the Covered Products do not exceed the reformulation level. Any  
18 warning provided pursuant to this section shall comply with the warning requirements under  
19 Section 3.2 above.

20 3.4 Changes in the law and regulations applicable to Proposition 65, including changes  
21 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:** Within twenty (20) days of the Effective Date, after  
receipt of a current W-9 from Plaintiff and its counsel, Defendant shall pay a total of one hundred  
and eighty thousand dollars (\$180,000.00) in full and complete settlement of all monetary claims  
by CAG related to the Notice, as follows:

1           4.1.1 **Civil Penalty:** Defendant shall issue separate checks totaling seventeen  
2 thousand one hundred and sixty dollars (\$17,160.00) as penalties pursuant to Health & Safety Code  
3 § 25249.12:

4                   (a) Defendant will issue a check made payable to the State of California's  
5 Office of Environmental Health Hazard Assessment ("OEHHA") in the amount of twelve  
6 thousand eight hundred and seventy dollars (\$12,870.00) representing 75% of the total penalty and  
7 Defendant will issue a separate check to CAG in the amount of four thousand two hundred and  
8 ninety dollars (\$4,290.00) representing 25% of the total penalty; and

9                   (b) Separate 1099s shall be issued for each of the above payments:  
10 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95812-4010 (EIN: 68-  
11 0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100  
12 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

13           4.1.2 **Additional Settlement Payments:** Defendant shall make a separate  
14 payment, in the amount of twelve thousand eight hundred and forty dollars (\$12,840.00) as an  
15 additional settlement payment to "Consumer Advocacy Group, Inc." pursuant to Health & Safety  
16 Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendant will issue  
17 a separate check to CAG for the Additional Settlement Payment. CAG will use this payment as  
18 follows, seventy-five percent (75%) for fees of investigation, purchasing and testing for  
19 Proposition 65 listed chemicals in various products, and for expert fees for evaluating exposures  
20 through various mediums, including but not limited to consumer product, occupational, and  
21 environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and  
retaining experts who assist with the extensive scientific analysis necessary for those files in  
litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding attorney  
fees; twenty-five percent (25%) for administrative costs incurred during investigation and  
litigation to reduce the public's exposure to Proposition 65 listed chemicals by notifying those

1 persons and/or entities believed to be responsible for such exposures and attempting to persuade  
2 those persons and/or entities to reformulate their products or the source of exposure to completely  
3 eliminate or lower the level of Proposition 65 listed chemicals including but not limited to costs  
4 of documentation and tracking of products investigated, storage of products, website enhancement  
5 and maintenance, computer and software maintenance, investigative equipment, CAG's member's  
6 time for work done on investigations, office supplies, mailing supplies and postage. Within 30  
7 days of a request from the Attorney General, CAG shall provide to the Attorney General copies of  
8 documentation demonstrating how the above funds have been spent. CAG shall be solely  
9 responsible for ensuring the proper expenditure of such additional settlement payment.

9           **4.1.3 Reimbursement of Attorney's Fees and Costs:** Defendant shall pay one  
10 hundred and fifty thousand dollars (\$150,000.00) to "Yeroushalmi & Yeroushalmi" as  
11 reimbursement for reasonable investigation fees and costs, attorneys' fees, and any other costs  
12 incurred as a result of investigating, bringing this matter to Defendant's attention, litigating, and  
13 negotiating a settlement in the public interest.

13           **4.2** Other than the payment to OEHHA described above, all payments referenced in  
14 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi  
15 & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to  
16 OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike  
17 Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with  
18 payment to OEHHA, Defendant shall provide CAG with written confirmation that the payment to  
19 OEHHA was delivered.

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

19           **5.1** This Consent Judgment is a full, final, and binding resolution between CAG on behalf  
20 of itself and in the public interest and Defendant for alleged failure to provide Proposition 65  
21 warning of exposure to Listed Chemicals from the Covered Products as set forth in the Notice, and

1 Complaint, and fully resolves all claims that have been or could have been asserted against  
2 Defendant in this action up through the Effective Date for failure to provide Proposition 65  
3 warnings for the Covered Products regarding Listed Chemical. CAG, on behalf of itself and in the  
4 public interest, hereby discharges Defendant, and its respective past, present, and future owners,  
5 agents, representatives, officers, directors, insurers, managers, beneficiaries, employees, parents,  
6 shareholders, customers, distributors, wholesalers, licensees, divisions, subdivisions, subsidiaries,  
7 affiliates, agents, attorneys, representatives, and their predecessors, successors and assigns  
8 (“Defendant Releasees”) and all distributors, customers, retailers, owners and operators of online  
9 marketplaces and e-commerce platforms, and downstream entities in the distribution chain of the  
10 Covered Products to whom Defendant directly or indirectly provided, distributed, listed, sold, or  
11 offer to sell, marketed, and/or have sold Covered Products, including but not limited to their  
12 owners, parents, subsidiaries, affiliates, sister and related entities, as well as their past, present, and  
13 future owners, employees, agents, representatives, shareholders, members, managers, officers,  
14 directors, insurers, beneficiaries, attorneys, predecessors, successors, assigns, distributors,  
15 wholesalers, customers, retailers, franchises, cooperative members, and licensees of any of them,  
16 and all of their respective officers, directors, shareholders, members, managers, employees, agents  
17 only as to Covered Products sold and distributed by the Defendant (collectively, “Downstream  
18 Releasees”), for all Covered Products placed into the stream of commerce up through the Effective  
19 Date for alleged violations of Proposition 65 based on exposure to Listed Chemicals from the  
20 Covered Products. Defendant Releasees and Downstream Releasees are sometimes collectively  
21 referred to herein as the “Released Parties.” Defendant’s compliance with the terms of this  
Consent Judgment shall be deemed to constitute compliance with Proposition 65 regarding alleged  
exposures to Listed Chemical from the Covered Products. Nothing in this Section affects CAG’s  
right to commence or prosecute an action under Proposition 65 against any person other than  
Defendant Releasees or Downstream Releasees after the Effective Date. The Settlement

1 Agreement shall inure to the benefit of Downstream Releasees identified in this section, but is not  
2 binding on them.

3           5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,  
4 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or  
5 indirectly, any form of legal action and releases all claims, including, without limitation, all  
6 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,  
7 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert  
8 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or  
9 contingent (collectively "Claims"), against Defendant Releasees and/or Downstream Releasees  
10 arising from any violation of Proposition 65 or any other statutory or common law regarding the  
11 alleged exposure of persons to the Listed Chemicals contained in the Covered Products or any  
12 failure to warn about exposure to Listed Chemicals from the Covered Products. In furtherance of  
13 the foregoing, as to alleged exposures to Listed Chemicals from the Covered Products, CAG on  
14 behalf of itself only, hereby waives any and all rights and benefits which it now has, or in the future  
15 may have, conferred upon it with respect to Claims arising from any violation of Proposition 65  
16 or any other statutory or common law regarding the failure to warn about exposure and any alleged  
17 exposure of persons to Listed Chemicals from the Covered Products by virtue of the provisions of  
18 section 1542 of the California Civil Code, which provides as follows:

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

21 CAG understands and acknowledges that the significance and consequence of this waiver of  
California Civil Code section 1542 is that even if CAG suffers future damages arising out of or  
resulting from, or related directly or indirectly to, in whole or in part, claims arising from any  
violation of Proposition 65 or any other statutory or common law regarding the failure to warn  
about exposure to Listed Chemicals from the Covered Products, including but not limited to any

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

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

8 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to  
9 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and  
10 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaint.  
11 Upon entry of an order approving this Consent Judgment, the Complaint in this action shall be  
12 deemed amended to include all the claims raised in the Notice.

12 6.2 The Parties shall make all reasonable efforts possible to have the Consent Judgment  
13 approved by the Court.

13 6.3 If this Consent Judgment is not approved in full by the Court, (a) this Consent  
14 Judgment and any and all prior agreements between the Parties merged herein shall terminate and  
15 become null and void, and the actions shall revert to the status that existed prior to the execution  
16 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the  
17 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall  
18 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,  
19 or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to  
20 modify the terms of the Consent Judgment and to resubmit it for approval.  
21

1           6.4 In exchange for payment of the full amount, as described in Section 4, CAG shall  
2 dismiss the Complaint without prejudice within five (5) business days after the payments identified  
3 in Section 4 have cleared.

4           **7.       MODIFICATION OF JUDGMENT**

5           7.1 This Consent Judgment may be modified only upon written agreement of the  
6 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of  
7 any party as provided by law and upon entry of a modified Consent Judgment by the Court.

8           7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to  
9 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

10          **8.       RETENTION OF JURISDICTION**

11          8.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms  
12 of this Consent Judgment under Code of Civil Procedure § 664.6. The parties also agree that  
13 Downstream Releases are intended third-party beneficiaries of this Consent Judgment and may  
14 enforce its terms.

15          8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the  
16 prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

17          **9.       DUTIES LIMITED TO CALIFORNIA**

18          9.1 This Consent Judgment shall have no effect on Covered Products sold by Defendant  
19 outside the State of California.

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

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

1 **11. ATTORNEY FEES**

2 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its  
3 own costs and attorney fees in connection with this action.

4 **12. GOVERNING LAW**

5 12.1 The validity, construction and performance of this Consent Judgment shall be  
6 governed by the laws of the State of California, without reference to any conflicts of law provisions  
7 of California law.

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

17 12.3 The Parties, including their counsel, have participated in the preparation of this  
18 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This  
19 Consent Judgment was subject to revision and modification by the Parties and has been accepted  
20 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or  
21 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result  
of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment  
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.

**13. EXECUTION AND COUNTERPARTS**

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

4           **14. ENTIRE AGREEMENT**

5           This Consent Judgment contains the sole and entire agreement and understanding of the  
6 Parties with respect to the entire subject matter hereof, and all related prior discussions,  
7 negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to  
8 bind any of the Parties.

9           **15. NOTICES**

10           15.1 Any notice under this Consent Judgment shall be by First-Class Mail or E-mail.

11           If to CAG:


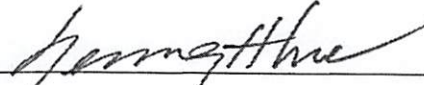
12           Reuben Yeroushalmi, Esq.  
13           YEROUSHALMI & YEROUSHALMI  
14           9100 Wilshire Boulevard, Suite 240W  
15           Beverly Hills, CA 90212  
16           (310) 623-1926  
17           Email: [lawfirm@yeroushalmi.com](mailto:lawfirm@yeroushalmi.com)

18           If to Defendant:

19           Ho-El Park, Esq.  
20           [hpark@hparklaw.com](mailto:hpark@hparklaw.com)  
21           [info@hparklaw.com](mailto:info@hparklaw.com)  
22           LAW OFFICE OF HO-EL PARK, P.C.  
23           3230 E. Imperial Hwy, Suite 300  
24           Brea, CA 92821  
25           Tel: (714) 523-2466  
26           Fax: (714) 503-0788

27           **16. AUTHORITY TO STIPULATE**

28           16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
29 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of  
30 the party represented and legally to bind that party.

|                                                                                        |                                                                                    |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 1<br><b>AGREED TO:</b>                                                                 | <b>AGREED TO:</b>                                                                  |
| 2<br>Date: <u>May 4</u> , 2026                                                         | Date: <u>May, 1.</u> , 2026                                                        |
| 3<br> |  |
| 4<br>Name: <u>Willard Bayer</u>                                                        | Name: Seung Hoon Lee                                                               |
| 5<br>Title: <u>President</u>                                                           | Title: Chief Executive Officer                                                     |
| 6<br>CONSUMER ADVOCACY GROUP, INC.                                                     | JAYONE FOODS, INC.                                                                 |

7 **IT IS SO ORDERED.**

8  
9 Date: \_\_\_\_\_

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

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