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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

GABRIEL ESPINOZA,
Plaintiff,
v.
DW GLOBAL, INC., DONGWON F&B CO.
LTD., JAKE SHARP CAPITAL DBA
CALIFORNIA MARKET,
Defendants.

Case No.: CGC-25-627239

CONSENT JUDGMENT

Judge: Christine Van Aken
Dept.: 301
Hearing Date: February 3, 2026
Hearing Time: 9:00 AM
Complaint Filed: July 15, 2025

1 **1. INTRODUCTION**

2 1.1 **The Parties.** This Consent Judgment is entered into by and between Gabriel
3 Espinoza acting on behalf of the public interest (hereinafter “Espinoza”) and DW Global, Inc.
4 (“DW Global” or “Defendant”) with Espinoza and Defendant collectively referred to as the
5 “Parties” and each of them as a “Party.”¹ Espinoza is an individual residing in California that seeks
6 to promote awareness of exposures to toxic chemicals and improve human health by reducing or
7 eliminating hazardous substances contained in consumer products. DW Global is alleged to be a
8 person in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code
9 §§ 25249.6 et seq.

10 1.2 **Allegations and Representations.** Espinoza alleges that Defendant has exposed
11 individuals to lead from its sales of Dongwon Korean seaweed chips, UPC # 8801047626008
12 without providing a clear and reasonable exposure warning pursuant to Proposition 65. Lead is
13 listed pursuant to Proposition 65 as a chemical known to the State of California to cause cancer and
14 birth defects or other reproductive harm.

15 1.3 **Notice of Violation/Action.** On August 23, 2024, Espinoza served DW Global,
16 Dongwon F&B Co. Ltd., Jake Sharp Capital dba California Market, and various public enforcement
17 agencies with documents entitled “60-Day Notice of Violation” pursuant to Health & Safety Code
18 §25249.7(d) (the “Notice”), alleging that Defendant violated Proposition 65 for failing to warn
19 consumers and customers that use of Dongwon Korean seaweed chips, UPC # 8801047626008
20 exposes consumers in California to lead. No public enforcer has brought and is diligently
21 prosecuting the claims alleged in the Notice. On July 15, 2025, Espinoza filed a complaint (the
22 “Complaint” or “Action”).

23 1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
24 jurisdiction over Defendant as to the allegations contained in the Action filed in this matter, that
25 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
26

27 ¹ As a condition of this Consent Judgment, Espinoza agrees to dismiss Defendant
28 Dongwon F&B Co., Ltd., with prejudice, as set forth in paragraph 5.4 below.

1 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
2 of all claims which were or could have been raised in the Action based on the facts alleged therein
3 and in the Notice.

4 1.5 Defendant denies the material allegations contained in Espinoza's Notice and
5 Complaint and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment
6 shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of
7 law; nor shall compliance with this Consent Judgment constitute or be construed as an admission
8 by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being
9 specifically denied by Defendant. However, this section shall not diminish or otherwise affect the
10 obligations, responsibilities, and duties of Defendant under this Consent Judgment.

11 2. **DEFINITIONS**

12 2.1 **Covered Products.** The term "Covered Products" means Dongwon Korean
13 seaweed chips, UPC # 8801047626008 that are manufactured, distributed, shipped into California
14 and offered for sale in California by DW Global that expose consumers to lead.

15 2.2 **Effective Date.** The term "Effective Date" means the date this Consent Judgment is
16 entered as a Judgment of the Court.

17 3. **INJUNCTIVE RELIEF: WARNINGS**

18 3.1 **Clear and Reasonable Warning.** Commencing within 90 days after the Effective
19 Date, and continuing thereafter, DW Global shall provide a clear and reasonable exposure warning
20 as set forth in this §§ 3.1 and 3.2 for all Covered Products that DW Global manufactures, imports,
21 distributes, sells, or offers for sale in California. Products that entered the stream of commerce
22 within 90 days after the Effective Date are subject to the sell-through in § 3.4. The warning shall
23 consist of either the **Warning** or **Alternative Warning** described in §§ 3.1(a) or (b), respectively:

24 (a) **Warning.** The "Warning" shall consist of the statement:

25 **CA WARNING:** Consuming this product can expose you to chemicals
26 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.

(b) **Alternative Warning:** DW Global may, but is not required to, use the alternative short-form warning as set forth in this § 3.3(b) (“**Alternative Warning**”) as follows:

CA WARNING: Risk of cancer and reproductive harm from exposure to lead. See www.P65Warnings.ca.gov/food.

3.2 A Warning or Alternative Warning provided pursuant to § 3.1 must print the word “WARNING:” in all capital letters and in bold font, followed by a colon. The warning symbol to the left of the word “WARNING:” must be a black exclamation point in a yellow equilateral triangle with a black outline, except that if the sign or label for the Covered Products does not use the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller than the height of the word “WARNING:”. The **Warning or Alternative Warning** shall be affixed to or printed on the Covered Products’ packaging or labeling, or on a placard, shelf tag, sign or electronic device or automatic process only if such electronic device or automatic process provides the **Warning or Alternative Warning** without the purchaser having to seek it out, provided that the **Warning or Alternative Warning** is displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use. A **Warning or Alternative Warning** provided via an electronic device or automatic process does not apply to internet purchases, which are subject to the provisions of Section 25602(b). The **Warning or Alternative Warning** may be contained in the same section of the packaging, labeling, or instruction booklet that states other safety warnings, if any, concerning the use of the Covered Product and shall be at least the same size as those other safety warnings. Where the **Warning or Alternative Warning** is provided on the food product label, it must be set off from other surrounding information, and DW Global shall enclose the **Warning or Alternative Warning** in a black box and comply with the content requirements specified in Section 25607.2. If “consumer information,” as that term is defined in Title 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is provided in a foreign language, DW Global shall provide the **Warning or Alternative Warning** in the foreign language in accordance with applicable warning regulations adopted by

1 the State of California’s Office of Environmental Health Hazard Assessment (“OEHHA”). Only if
2 consumer information—as defined in 27 CCR §25600.1(c)—appears in a foreign language on the
3 Covered Product, must the warning appear in that language. The parties recognize that product
4 name or branding, company name, location of manufacture, or product advertising does not trigger
5 bilingual or multilingual warnings. Furthermore, DW Global represents that, as of the Effective
6 Date, all consumer information on the Covered Product label for all SKUs sold in California is in
7 English.

8 In addition to affixing the **Warning** or **Alternative Warning** to the Covered Product’s
9 packaging or labeling, the **Warning** or **Alternative Warning** shall be posted on websites where
10 DW Global offers Covered Products for sale to consumers in California. The requirements of this
11 Section shall be satisfied if the **Warning** or **Alternative Warning**, or a clearly marked hyperlink
12 using the word “**WARNING**,” appears on the product display page, or by otherwise prominently
13 displaying the warning to the purchaser prior to completing the purchase. To comply with this
14 Section, DW Global shall (a) post the **Warning** or **Alternative Warning** on its own website and,
15 if it has the ability to do so, on the websites of its third-party internet sellers; and (b) if it does not
16 have the ability to post the **Warning** or **Alternative Warning** on the websites of its third-party
17 internet sellers, provide such sellers with written notice in accordance with Title 27, California
18 Code of Regulations, Section 25600.2.

19 **3.3 Compliance with Warning Regulations.** The Parties agree that DW Global shall
20 be deemed to be in compliance with this Settlement Agreement by either adhering to § 3 of this
21 Settlement Agreement or by complying with warning regulations adopted by the State of
22 California’s OEHHA applicable to the Product and the exposure at issue.

23 **3.4 Sell-Through.** Notwithstanding § 3.1, Covered Products that were manufactured,
24 shipped, or labeled prior to the Effective Date may be sold, offered for sale, or otherwise distributed
25 for 90 days after the Effective Date without the warning required by § 3.1 or § 3.2. This sell-through
26 applies to DW Global and all Downstream Releasees.

3.5 Proof of Compliance. Within sixty (60) days after the Effective Date, DW Global shall provide Plaintiff's counsel a declaration attaching (i) label artwork showing the on-package warning, (ii) a photograph of the warning as shipped on the Covered Product, and (iii) a copy of any written notices provided to online or retail sellers pursuant to 27 CCR § 25600.2 for the Covered Product. This one-time submission shall serve solely to document compliance and does not create any ongoing reporting obligation.

4. MONETARY TERMS

4.1 Civil Penalty. DW Global shall pay \$3,000.00 as a Civil Penalty pursuant to Health and Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil Penalty remitted to Espinoza, as provided by California Health & Safety Code § 25249.12(d).

4.1.1 Within ten (10) days of the Effective Date, DW Global shall issue two separate checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$2,250.00; and to (b) "Gabriel Espinoza" in the amount of \$750.00. Payment owed to Espinoza pursuant to this Section shall be delivered to the following payment address:

Evan J. Smith, Esquire
Brodsky Smith
Two Bala Plaza, Suite 805
Bala Cynwyd, PA 19004

Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

For United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:

Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

1 A copy of the check payable to OEHHA shall be mailed to Brodsky Smith at the address set forth
2 above as proof of payment to OEHHA.

3 **4.2 Attorneys' Fees.** Within ten (10) days of the Effective Date, DW Global shall pay
4 \$32,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees and costs
5 incurred as a result of investigating, bringing this matter to the attention of DW Global, litigating
6 and negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to
7 Code of Civil Procedure § 1021.5.

8 **5. RELEASE OF ALL CLAIMS**

9 5.1 This Consent Judgment is a full, final, and binding resolution between Espinoza
10 acting on his own behalf, and on behalf of the public interest, and DW Global, and its parents,
11 shareholders, members, directors, officers, managers, employees, representatives, agents,
12 attorneys, divisions, subdivisions, subsidiaries, partners, sister companies, and affiliates, and their
13 predecessors, successors and assigns ("Defendant Releasees"), and all entities to whom they
14 directly or indirectly distribute or sell Covered Products, including but not limited to manufacturers,
15 suppliers, distributors, wholesalers, customers, licensors, licensees, retailers, including but not
16 limited to DW Global, and its parents, subsidiaries, and affiliates, franchisees, and cooperative
17 members ("Downstream Releasees"), of all claims for violations of Proposition 65 based on
18 exposure to lead from use of the Covered Products manufactured, distributed, or sold by DW Global
19 within 90 days after the Effective Date, as set forth in the Notice. It is the Parties' intention that this
20 Consent Judgment shall have preclusive effect such that no other actions by private enforcers,
21 whether purporting to act in his, her, or its interests or the public interest shall be permitted to
22 pursue and take any action with respect to any violation of Proposition 65 based on exposure to
23 lead from use of the Covered Products that was alleged in the Complaint, or that could have been
24 brought pursuant to the Notice against DW Global and the Downstream Releasees ("Proposition
25 65 Claims"). DW Global's compliance with the terms of this Consent Judgment constitutes
26 compliance with Proposition 65 by DW Global with regard to exposure to lead from consumption
27 of the Covered Products.

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1 5.2 In addition to the foregoing, Espinoza, on behalf of himself, his past and current
2 agents, representatives, attorneys, and successors and assignees, and not in his representative
3 capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of
4 legal action and releases DW Global, Defendant Releasees, and Downstream Releasees from any
5 and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts,
6 contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and
7 attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent,
8 now or in the future, with respect to any alleged violations of Proposition 65 related to or arising
9 from Covered Products manufactured, distributed, or sold by DW Global, Defendant Releasees or
10 Downstream Releasees. With respect to the foregoing waivers and releases in this paragraph,
11 Espinoza hereby specifically waives any and all rights and benefits which he now has, or in the
12 future may have, conferred by virtue of the provisions of § 1542 of the California Civil Code, which
13 provides as follows:

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

20 5.3 DW Global waives any and all claims against Espinoza, his attorneys and other
21 representatives, for any and all actions taken, or statements made (or those that could have been
22 taken or made) by Espinoza and his attorneys and other representatives, whether in the course of
23 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
24 and with respect to Covered Products.

25 5.4 **Dismissal of Dongwon F&B Co., Ltd.** Upon the Effective Date, Plaintiff shall,
26 within five (5) court days, file and serve a Request for Dismissal with prejudice of Dongwon F&B
27 Co., Ltd. as to all claims asserted, or that could have been asserted, in this Action. Each side shall
28 bear its own attorneys' fees and costs as between Plaintiff and Dongwon F&B Co., Ltd. For the
avoidance of doubt, Dongwon F&B Co., Ltd. is a "Defendant Releasee" as defined herein, and
Plaintiff's releases and covenant not to sue apply to Dongwon F&B Co., Ltd. to the same extent as

1 to DW Global. This dismissal shall not impair the Court's retained jurisdiction to enforce this
2 Consent Judgment pursuant to Code Civ. Proc. § 664.6.

3 **6. INTEGRATION**

4 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
5 any and all prior negotiations and understandings related hereto shall be deemed to have been
6 merged within it. No representations or terms of agreement other than those contained herein exist
7 or have been made by any Party with respect to the other Party or the subject matter hereof.

8 **7. GOVERNING LAW**

9 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
10 California and apply within the State of California.

11 **8. NOTICES**

12 8.1 Unless specified herein, all correspondence and notices required to be provided
13 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
14 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
15 by the other party at the following addresses:

16 For Defendant:

17 Anthony Ching
18 ACC Law Group
19 1801 Century Park E., 24th Fl.
Los Angeles, CA 90067

20 And

21 For Espinoza:

22 Evan Smith
23 Brodsky Smith
24 9465 Wilshire Blvd., Ste. 300
Beverly Hills, CA 90212

25 Any party, from time to time, may specify in writing to the other party a change of address to
26 which all notices and other communications shall be sent.

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9. COUNTERPARTS; FACSIMILE SIGNATURES

9.1 This Consent Judgment may be executed in counterparts and by facsimile, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT APPROVAL

10.1 Espinoza agrees to comply with the requirements set forth in California Health & Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment. Defendant agrees it shall support approval of such Motion.

10.2 This Consent Judgment shall not be effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30 days, the case shall proceed on its normal course.

10.3 If the Court approves this Consent Judgment and is reversed or vacated by an appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on its normal course on the trial court's calendar.

11. MODIFICATION

11.1 This Consent Judgment may be modified only by further stipulation of the Parties and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

12. ATTORNEY'S FEES

12.1 Any Party who successfully brings or contests an action arising out of this Consent Judgment may apply for prevailing party's reasonable attorney's fees and costs, to the extent permitted by law.

12.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions pursuant to law.

13. RETENTION OF JURISDICTION

2 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

4 **14. AUTHORIZATION**

5 14.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
6 respective Parties and have read, understood, and agree to all of the terms and conditions of this
7 document and certify that he or she is fully authorized by the Party he or she represents to execute
8 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
9 explicitly provided herein each Party is to bear its own fees and costs.

AGREED TO:

AGREED TO:

Date: _____

Date: Dec 16, 2025

By: _____

By: HB
DW GLOBAL, INC.

GABRIEL ESPINOZA

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated:

Judge of Superior Court

1 **13. RETENTION OF JURISDICTION**

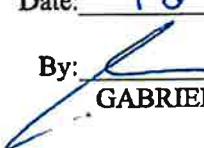
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8 the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as
9 explicitly provided herein each Party is to bear its own fees and costs.

10 **AGREED TO:**

11 Date: 12 | 17 | 25

12 By: 
13 GABRIEL ESPINOZA

14 **AGREED TO:**

15 Date: _____

16 By: _____
17 DW GLOBAL, INC.

18 **IT IS SO ORDERED, ADJUDGED AND DECREED:**

19 Dated: _____

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