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4 100 Petaluma Blvd. North, Suite 301
5 Petaluma, CA 94952
6 Tel. (707) 763-7227
7 Fax. (707) 763-9227

8 Attorneys for Plaintiff
9 ENVIRONMENTAL RESEARCH CENTER

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF MARIN

12 ENVIRONMENTAL RESEARCH CENTER, a) CASE NO. CIV-10-04183
13 non-profit California corporation,)

14 Plaintiff,)

15 v.)

16 NEFFUL U.S.A, INC., a corporation,)

17 Defendant.)

FILED

FEB - 2 2012

KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: K. Main, Deputy


[PROPOSED] STIPULATED CONSENT
JUDGMENT

18 IT IS HEREBY STIPULATED AND AGREED by the parties hereto, as follows:

19 **WHEREAS:**

20 A. ENVIRONMENTAL RESEARCH CENTER ("ERC") is a citizen enforcer of
21 Proposition 65 and is a non-profit corporation organized under California's Non-Profit Public
22 Benefit Corporation Law.

23 B. NEFFUL U.S.A, INC. ("NEFFUL") previously sold in the State of California
24 Organic Green Tea and Shion Tea which unbeknownst to Nefful contained lead (hereinafter
25 referred to as the "Products"). The Products are more specifically described in Ex: "A" attached
26 hereto;

C. The Organic Green Tea has not be sold in California since at least December 31,
2010 and the Shion Tea is no longer sold in California;

1 D. On February 27, 1987, the State of California officially listed the chemical lead as
2 a chemical known to cause reproductive toxicity, pursuant to California Health and Safety Code
3 § 25249.8;

4 E. On October 1, 1992, the State of California officially listed the chemicals lead and
5 lead compounds as chemicals known to cause cancer, pursuant to California Health and Safety
6 Code § 25249.8;

7 F. On May 24, 2010, ERC served NEFFUL and each of the appropriate public
8 enforcement agencies with a document entitled "60-Day Notice" that provided Nefful and the
9 public enforcement agencies with notice that Nefful was in violation of California Health and
10 Safety Code § 25249.6 *et seq.* ("Proposition 65") for failing to warn purchasers and individuals
11 using the Products that the use of the Products exposes them to lead, a chemical known to the
12 State of California to cause cancer and/or reproductive toxicity (a copy of the 60-Day Notice is
13 attached hereto as **Exhibit B**);

14 G. The Action was brought by ERC in the public interest at least sixty (60) days after
15 ERC provided notice of the Proposition 65 violations to Nefful and the appropriate public
16 enforcement agencies and none of the public enforcement agencies had commenced and begun
17 diligently prosecuting an action against Nefful for such violations;

18 H. For purposes of this Consent Judgment only, the Parties stipulate that this Court
19 has jurisdiction over the subject matter of this action and personal jurisdiction over the Parties,
20 that venue is proper in this Court, and that this Court has jurisdiction to enter a Consent
21 Judgment pursuant to the terms set forth herein;

22 I. The Parties enter into this Consent Judgment to settle disputed claims between
23 them and to avoid prolonged litigation. By execution of this Consent Judgment, Defendant does
24 not admit any violations or the applicability of Proposition 65. Except for the representations
25 made above, nothing in this Consent Judgment shall be construed as an admission by Defendant
26 or Plaintiff of any fact, issue of law, or violation of law, nor shall compliance with this Consent

Judgment constitute or be construed as an admission by Defendant or Plaintiff of any fact, issue of law, or violation of law;

J. Except as expressly provided herein, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy or defense the Parties may have in any other or further legal proceeding. This paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of any Party to this Consent Judgment; and,

K. The "Effective Date" of this Agreement shall be the date upon which this Consent Judgment is entered by the Court.

NOW, THEREFORE, in consideration of the promises, covenants and agreements herein contained and for other consideration, the sufficiency and adequacy of which is hereby acknowledged by the parties:

1. **No Further Sales of Products in California.** Nefful shall not ship (or cause to be shipped) for sale or use in California any of the Products unless each such unit of the Product bears the following warning statement on its individual unit label packaging:

WARNING: This product contains lead, a substance known to the State of California to cause birth defects or other reproductive harm. DO NOT USE DURING PREGNANCY.

The warning statement shall be prominent and displayed on the unit packaging of each Product with such conspicuousness, as compared with other words, statements, or designs so as to render it likely to be read and understood by an ordinary individual purchasing or using the Product.

2. **Civil Penalty Assessment.** Nefful agrees to pay a civil penalty in the amount of \$1,000 pursuant to Health & Safety Code §25249.7(b). Such payment shall be made to the "Law Offices of Andrew L. Packard Attorney Client Trust Account"; Plaintiff shall remit 75% of this amount to the State of California pursuant to Health & Safety Code §25192.

3. **Payment In Lieu of Further Civil Penalties.** Nefful agrees to make an additional payment in lieu of further civil penalties in the amount of \$3,000 to ERC for projects to reduce exposures to toxic chemicals, and to increase consumer, worker and community

1 awareness of the health hazards posed by toxic chemicals. Payment of these funds shall be
2 payable to "Environmental Research Center" and remitted to the Environmental Research
3 Center, Attn: Karen Evans, 5694 Mission Center Road, #199, San Diego, CA 92108 within five
4 (5) days the Effective Date of this Consent Judgment.

5 4. **Reimbursement of Plaintiff's Fees and Costs.** Nefful agrees to reimburse
6 Plaintiff in the amount of \$76,000 to defray Plaintiff's reasonable investigative, expert,
7 consultant and attorneys' fees and costs, and all other costs incurred as a result of investigating
8 and bringing this matter to Nefful's attention, and negotiating a settlement in the public interest.
9 Such payment shall be payable to the Law Offices of Andrew L. Packard Attorney-Client Trust
10 Account and remitted to the firm's address noted in the Notice provision below.

11 5. **Payment Schedule.** The payments reflected above total \$80,000. The payments
12 shall be made in three (3) monthly installments (of \$26,666.67, \$26,666.67 and \$26,666.66
13 respectively with the first payment made on November 1, 2011, the second on December 1,
14 2011, and the final payment on January 2, 2012. In the event that any payment owed under this
15 Consent Judgment is not remitted on or before its due date, Defendant shall be deemed to be in
16 default of its obligations under this Consent Judgment. Plaintiff shall provide written notice to
17 Defendant of any default; if Defendant fails to remedy the default within two (2) business days
18 of such notice, then all future payments due hereunder shall become immediately due and
19 payable, with the prevailing federal funds rate applying to all interest accruing on unpaid
20 balances due hereunder, beginning on the due date of the funds in default.

21 6. **Plaintiff's Release of Nefful.** Plaintiff, acting on behalf of itself and acting on
22 behalf of the general public, waives all rights to institute any form of legal action against Nefful,
23 and its parents, subsidiaries, affiliates, shareholders, directors, employees, customers, and any
24 other person or entity in the course of doing business who distribute, market or sell the Products
25 sold to them through Nefful, brought under Proposition 65 concerning any alleged failure to
26 provide adequate health hazard warnings for consumer exposures to lead or lead compounds in

1 the Products sold before the entry of this Consent Judgment. Upon entry of this Consent
2 Judgment, Plaintiff shall forthwith dismiss with prejudice the Marin County Superior Court
3 action entitled *Environmental Research Center v Taiwan Nefful Co. Ltd, and Japan Nefful Co.*
4 *Ltd.*

5 7. Nothing in this release is intended to apply to any occupational or environmental
6 exposures arising under Proposition 65 nor shall it apply to any Nefful products not set forth on
7 Exhibit A to this Consent Judgment.

8 8. **Nefful's Release of Environmental Research Center.** Nefful, by this
9 Agreement, waives all rights to institute any form of legal action against ERC for all actions or
10 statements made or undertaken by ERC in the course of seeking enforcement of Proposition 65
11 against Nefful.

12 9. **Notice to the California Attorney General's Office.** Upon execution of this
13 [Proposed] Consent Judgment by all Parties, Plaintiff shall notice a Motion for Approval &
14 Entry of Consent Judgment in the San Francisco Superior Court pursuant to Title 11, Cal. Code
15 of Regs. §3000, et seq. This motion shall be served upon all of the Parties to the Action and
16 upon the California Attorney General's Office. In the event that the Court fails to approve and
17 order entry of the judgment, this Consent Judgment shall become null and void upon the election
18 of any Party as to them and upon written notice to all of the Parties to the Action pursuant to the
19 notice provisions herein. Defendant and Plaintiff shall use best efforts to support entry of this
20 Consent Judgment in the form submitted to the Office of the Attorney General. If the Attorney
21 General objects in writing to any term in this Consent Judgment, the Parties shall use best efforts
22 to resolve the concern in a timely manner and prior to the hearing on the motion to approve this
23 Consent Judgment. If the Parties cannot resolve an objection of the Attorney General, then
24 Plaintiff and Defendant shall proceed with seeking entry of an order by the court approving this
25 Consent Judgment in the form originally submitted to the Office of the Attorney General. If the
26 Attorney General elects to file papers with the Court stating that the People shall appear at the

1 hearing for entry of this Consent Judgment so as to oppose entry of the Consent Judgment, then a
2 party may withdraw from this Consent Judgment prior to the date of the hearing, with notice to
3 all parties and the Attorney General, and upon such notice this Consent Judgment shall be null
4 and void.

5 10. **Severability.** In the event that any of the provisions of this Agreement are held
6 by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely
7 affected.

8 11. **Enforcement.** In the event that a dispute arises with respect to any of the
9 provisions of this Agreement, this Agreement may be enforced pursuant to Code of Civil
10 Procedure § 664.6 or any other valid provision of law. The prevailing party in any such dispute
11 shall be awarded all reasonable fees and costs incurred.

12 12. **Governing Law.** The terms of this Agreement shall be governed by the laws of
13 the State of California.

14 13. **Notices.** All correspondence and notices required to be provided under this
15 Agreement shall be in writing and shall be sent by first class registered or certified mail
16 addressed as follows:

17 All correspondence to ERC shall be mailed to:

18 Environmental Research Center
19 5694 Mission Center Road, #199
20 San Diego, CA 92108

21 And to:

22 Andrew L. Packard
23 The Law Offices of Andrew L. Packard
24 100 Petaluma Blvd. N Ste. 301
25 Petaluma, CA 94952

26 All correspondence to Nefful shall be mailed to:

Amanda Lin
Nefful USA, Inc.

1 18563 E Gale Ave
2 City Of Industry, CA 91748

3 And to:
4 Mr. Scott Wellman, Esq.
5 WELLMAN & WARREN LLP
6 24411 Ridge Route, Suite 200
7 Laguna Hills, CA 92653

8 14. **Integration & Modification.** This Consent Judgment, together with the Exhibits
9 hereto which are specifically incorporated herein by this reference, constitutes the entire
10 agreement between the parties relating to the rights and obligations herein granted and assumed,
11 and supersedes all prior agreements and understandings between the parties. This Consent
12 Judgment may be modified only upon the written agreement of the parties.

13 15. **Counterparts.** This Consent Judgment may be executed in counterparts, each of
14 which shall be deemed an original, and all of which, when taken together, shall constitute one
15 and the same document.

16 16. **Authorization.** The undersigned are authorized to execute this Consent
17 Judgment on behalf of their respective parties and have read, understood, and agree to all of the
18 terms and conditions of this Consent Judgment.

19 DATED: 10/26/11

BY:


Chris Heptinstall
Environmental Research Center

22 DATED: _____

BY:

Amanda Lin
NEFFUL U.S.A, INC.

24 **EXHIBIT A**
25 [Product List]
26 **EXHIBIT B**
[NOV]

1 18563 E Gale Ave
2 City Of Industry, CA 91748

3 And to:
4 Mr. Scott Wellman, Esq.
5 WELLMAN & WARREN LLP
24411 Ridge Route, Suite 200
Laguna Hills, CA 92653

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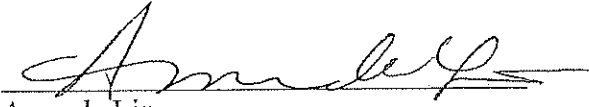
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13 and the same document.

14 16. **Authorization.** The undersigned are authorized to execute this Consent
15 Judgment on behalf of their respective parties and have read, understood, and agree to all of the
16 terms and conditions of this Consent Judgment.

17
18 DATED: _____

18 BY: _____
19 Chris Heptinstall
20 Environmental Research Center

21
22 DATED: 10/26/2011.

22 BY: 
23 Amanda Lin
24 NEFFUL U.S.A, INC.

23 IT IS SO ORDERED.

24 EXHIBIT A
25 [Product List]
26 EXHIBIT B
[NOV]

Date: FEB - 2 2012

FAYE D'OPAL

Judge of the
Superior Court

EXHIBIT A

ERC v Nefful USA: PRODUCT LIST

Organic Green Tea

Shion Tea

EXHIBIT B

LAW OFFICES OF
ANDREW L. PACKARD
100 PETALUMA BLVD N, STE 301, PETALUMA, CA 94952
PHONE (707) 763-7227 FAX (707) 763-9227
INFO@PACKARDLAWOFFICES.COM

May 24, 2010

VIA CERTIFIED MAIL

Mr. Toshiya Kanijo, President
Nefful U.S.A., Inc.
18563 East Gale Avenue
City of Industry, CA 91748

Re: Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

Dear Sir,

This firm represents the Environmental Research Center (hereafter, "ERC"), a non-profit corporation organized under California's Non-Profit Public Benefit Corporation Law in connection with this notice of violations of California's Safe Drinking Water & Toxic Enforcement Act of 1986, codified at Health & Safety Code §25249.5 *et seq.* (also referred to as "Proposition 65").

ERC is dedicated to, among other causes, reducing the use and misuse of hazardous and toxic substances, consumer protection, worker safety and corporate responsibility. ERC has documented the violations of Proposition 65 described herein, and this letter serves to provide notification of these violations to you and to the public enforcement agencies. Pursuant to §25249.7(d) of the statute, ERC intends to bring an enforcement action sixty (60) days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations. A summary of the statute and its implementing regulations, which was prepared by the lead agency designated under the statute, is enclosed with the copy of this notice served upon the violator(s).

The name of the violator covered by this notice is Nefful U.S.A., Inc. (hereafter, the "Violator"). The Violator manufactures, markets, distributes and/or sells in California the following products causing exposures to lead and lead compounds: SHION Green Tea and Organic Green Tea.

On February 27, 1987, the State of California officially listed lead as a substance known to cause reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as substances known to cause cancer.

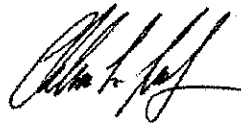
Route of exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products by consumers. Accordingly, consumer exposures have occurred and continue to occur primarily

through the ingestion route of exposure, but also may occur through the inhalation and/or and dermal contact routes of exposure.

Duration of violations. Each of these ongoing violations has occurred on every day since at least May 24, 2007, as well as every day since the products were introduced in the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users.

Based on the allegations set forth in this Notice, ERC intends to file a citizen enforcement action against the Violator unless the Violator agrees in an enforceable written instrument to: (1) recall products already sold; (2) take effective measures to prevent unwarned lead exposures from being caused by products sold in the future; and (3) pay an appropriate civil penalty. In keeping with the public interest goals of the statute and my client's objectives in issuing this notice, ERC is interested in seeking a constructive resolution of this matter. Such resolution will avoid both further unwarned consumer exposures to lead and expensive and time-consuming litigation. ERC's Executive Director is Chris Heptinstall and the organization's mailing address is: 5694 Mission Center Road, #199, San Diego, CA 92108. Tel. (619) 309-4194. However, ERC has retained this firm in connection with this matter; therefore, all communications regarding this Notice of Violation may be directed to my attention at the above-listed firm address and telephone number.

Very Truly Yours,



Andrew L. Packard

Attachments:

OEHHA Summary

Certificate of Merit (w/o AG attachments)

Certificate of Service

CERTIFICATE OF MERIT

Re: the Environmental Research Center's Notice of Proposition 65 Violations Issued to Nefful U.S.A., Inc.

I, Andrew L. Packard, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged the party in the notice has violated Health & Safety Code §25249.6 by failing to provide clear and reasonable warnings.

2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the action.

4. Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.

5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: May 24, 2010



Andrew L. Packard

Attachments (for Attorney General Copy only)

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 100 Petaluma Boulevard North, Suite 301, Petaluma, California 94952.

On May 24, 2010, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986: A SUMMARY"**

on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

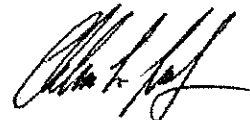
Mr. Toshiya Kanijo, President
Nefful U.S.A., Inc.
18563 East Gale Avenue
City of Industry, CA 91748

On May 24, 2010, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT (including supporting documentation required by Title 11 CCR §3102)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On May 24, 2010, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelop, addressed to each of the parties **on the Service List attached hereto**, and depositing it in a U.S. Postal Service Office for delivery by First Class Mail.

Executed on May 24, 2010, in Petaluma, California.



Andrew L. Packard

Service List

District Attorney, Alameda County
1225 Fallon Street, Room 900
Oakland, CA 94612

District Attorney, Alpine County
P.O. Box 248
Markleeville, CA 96120

District Attorney, Amador County
708 Court Street, #202
Jackson, CA 95642

District Attorney, Butte County
25 County Center Drive
Oroville, CA 95965

District Attorney, Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney, Colusa County
547 Market Street
Colusa, CA 95932

District Attorney, Contra Costa County
900 Ward Street
Martinez, CA 94553

District Attorney, Del Norte County
450 H Street, Ste. 171
Crescent City, CA 95531

District Attorney, El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney, Fresno County
2220 Tulare Street, #1000
Fresno, CA 93721

District Attorney, Glenn County
Post Office Box 430
Willows, CA 95988

District Attorney, Humboldt County
825 5th Street
Eureka, CA 95501

District Attorney, Imperial County
939 West Main Street, Ste 102
El Centro, CA 92243

District Attorney, Inyo County
Post Office Drawer D
Independence, CA 93526

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95453

District Attorney, Lassen County
220 South Lassen Street, Ste. 8
Susanville, CA 96130

District Attorney, Los Angeles County
210 West Temple Street, Rm 345
Los Angeles, CA 90012

District Attorney, Madera County
209 West Yosemite Avenue
Madera, CA 93637

District Attorney, Marin County
3501 Civic Center, Room 130
San Rafael, CA 94903

District Attorney, Mariposa County
Post Office Box 730
Mariposa, CA 95338

District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Merced County
2222 "M" Street
Merced, CA 95340

District Attorney, Modoc County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono County
Post Office Box 617
Bridgeport, CA 93517

District Attorney, Monterey County
230 Church Street, Bldg 2
Salinas, CA 93901

District Attorney, Napa County
931 Parkway Mall
Napa, CA 94559

District Attorney, Nevada County
110 Union Street
Nevada City, CA 95959

District Attorney, Orange County
401 Civic Center Drive West
Santa Ana, CA 92701

District Attorney, Placer County
10810 Justice Center Drive, Ste 240
Roseville, CA 95603

District Attorney, Plumas County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney, Riverside County
4075 Main Street, 1st Floor
Riverside, CA 92501

District Attorney, Sacramento County
901 "G" Street
Sacramento, CA 95814

District Attorney, San Benito County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney, San Bernardino County
316 N. Mountain View Avenue
San Bernardino, CA 92415-0004

District Attorney, San Diego County
330 West Broadway, Room 1300
San Diego, CA 92112

District Attorney, San Francisco County
850 Bryant Street, Room 325
San Francisco, CA 94103

District Attorney, San Joaquin County
Post Office Box 990
Stockton, CA 95202

District Attorney, San Luis Obispo County
1050 Monterey Street, Room 450
San Luis Obispo, CA 93408

District Attorney, San Mateo County
400 County Ctr., 3rd Floor
Redwood City, CA 94063

District Attorney, Santa Barbara County
1105 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney, Santa Clara County
70 West Hedding Street
San Jose, CA 95110

District Attorney, Santa Cruz County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney, Shasta County
1525 Court Street, Third Floor
Redding, CA 96001-1632

District Attorney, Sierra County
100 Courthouse Square, 2nd Floor
Downieville, CA 95936

District Attorney, Siskiyou County
Post Office Box 986
Yreka, CA 96097

District Attorney, Solano County
675 Texas Street, Ste 4500
Fairfield, CA 94533

District Attorney, Sonoma County
600 Administration Drive, Room 212J
Santa Rosa, CA 95403

District Attorney, Stanislaus County
832 12th Street, Ste 300
Modesto, CA 95353

District Attorney, Sutter County
446 Second Street
Yuba City, CA 95991

District Attorney, Tehama County
Post Office Box 519
Red Bluff, CA 96080

District Attorney, Trinity County
Post Office Box 310
Weaverville, CA 96093

District Attorney, Tulare County
221 S. Mooney Avenue, Room 224
Visalia, CA 93291

District Attorney, Tuolumne County
423 N. Washington Street
Sonora, CA 95370

District Attorney, Ventura County
800 South Victoria Avenue
Ventura, CA 93009

District Attorney, Yolo County
301 2nd Street
Woodland, CA 95695

District Attorney, Yuba County
215 Fifth Street
Marysville, CA 95901

Los Angeles City Attorney's Office
City Hall East
200 N. Main Street, Rm 800
Los Angeles, CA 90012

San Diego City Attorney's Office
1200 3rd Avenue, Ste 1620
San Diego, CA 92101

San Francisco City Attorney's Office
City Hall, Room 234
San Francisco, CA 94102

San Jose City Attorney's Office
200 East Santa Clara Street
San Jose, CA 95113