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**ENDORSED
FILED**
San Francisco County Superior Court

MAR 26 2014

CLERK OF THE COURT
BY: ERICKA LARNAUTI
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

CENTER FOR ENVIRONMENTAL HEALTH,)
Plaintiff,)
v.)
FAYEON DISTRIBUTORS, INC., *et al.*,)
Defendants.)

Case No. CGC-12-526396

[PROPOSED] CONSENT JUDGMENT

1. INTRODUCTION

1.1 The Parties to this Consent Judgment are the Center For Environmental Health, a California non-profit corporation (“CEH”), and the companies listed on Exhibit A (collectively, the “Settling Defendants”). The Parties enter into this Consent Judgment to settle certain claims asserted by CEH against Settling Defendants as set forth in the operative complaint (“Complaint”) in the above-captioned matter. This Consent Judgment covers the lead content of ginger and plum

1 snack foods (“Covered Products”) sold or offered for sale by Settling Defendants.

2 1.2 Beginning on September 14, 2012, CEH served multiple 60-day Notices of
3 Violation under Proposition 65, alleging that Settling Defendants violated Proposition 65 by
4 exposing persons to lead and lead compounds (“Lead”) contained in Covered Products without
5 first providing a clear and reasonable Proposition 65 warning.

6 1.3 Each Settling Defendant is a corporation that manufactures, distributes, sells or
7 offers for sale Covered Products that are offered for sale in the State of California or has done so
8 in the past.

9 1.4 On November 27, 2012, CEH filed the original Complaint in this matter. On
10 December 20, 2012, CEH filed the operative First Amended Complaint in this matter. The First
11 Amended Complaint has since been amended to add additional named defendants.

12 1.5 For purposes of this Consent Judgment only, CEH and Settling Defendants (the
13 “Parties”) stipulate that this Court has jurisdiction over the allegations of violations contained in
14 the Complaint and personal jurisdiction over Settling Defendants as to the acts alleged in the
15 Complaint, that venue is proper in the County of San Francisco, and that this Court has
16 jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were
17 or could have been raised in the Complaint based on the facts alleged therein with respect to
18 Covered Products manufactured, distributed, and/or sold by Settling Defendants.

19 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
20 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with
21 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
22 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
23 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
24 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
25 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and
26 resolving issues disputed in this Action.

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1 **2. INJUNCTIVE RELIEF**

2 **2.1 Specification Compliance Date.** To the extent it has not already done so, no more
3 than fifteen days after the date of entry of this Consent Judgment (“Effective Date”), each Settling
4 Defendant that purchases Covered Products from a third party shall provide the reformulation
5 specification set in Section 2.2 to each of such Covered Products suppliers and shall instruct each
6 such Covered Products supplier to provide it with Covered Products that comply with the
7 reformulation specification set in Section 2.2. If in the future a Settling Defendant purchases
8 Covered Products from a new third party that it has not previously provided with instructions
9 regarding the reformulation specification set in Section 2.2, the Settling Defendant shall provide
10 the reformulation specification set in Section 2.2 prior to placing an initial order for Covered
11 Products and instruct the new Covered Products supplier to provide it with Covered Products that
12 comply with the reformulation specification set in Section 2.2. Each Settling Defendant shall
13 retain records of communications sent to and received from suppliers that are related to the
14 requirement of this Section 2.1 for a period of five years from the Effective Date.

15 **2.2 Reformulation of Covered Products.** After the Effective Date, Settling
16 Defendants shall not purchase, manufacture, ship, sell or offer for sale in California or anywhere
17 else any Covered Products that contain a concentration of more than seventeen (17) parts per
18 billion (“ppb”) Lead by weight, such concentration to be determined by use of a test performed by
19 an accredited laboratory using inductively coupled plasma mass spectrometry (ICP-MS)
20 equipment with a level of detection of at least ten (10) ppb that meets standard laboratory QA/QC
21 requirements (the “Reformulation Level”). Subject to Section 7 below, no allocation is made for
22 naturally occurring Lead in food pursuant to 22 Cal. Code of Regs. §25501.

23 **2.3 Market Withdrawal of Covered Products.** On or before the Effective Date,
24 Settling Defendants shall: (i) cease shipping the specific Covered Products identified next to their
25 name on Exhibit A (the “Recall Covered Products”) to stores and/or customers in California; (ii)
26 withdraw the Recall Covered Products from the market in California; and (iii) send instructions to
27 any of their stores and/or customers that offer the Recall Covered Products for sale in California to

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1 cease offering such Recall Covered Products for sale and to either return all Recall Covered
2 Products to Settling Defendants for destruction, or to directly destroy the Recall Covered
3 Products. Any destruction of the Recall Covered Products shall be in compliance with all
4 applicable laws. Settling Defendants shall keep and make available to CEH for inspection and
5 copying records and correspondence regarding the market withdrawal and destruction of the
6 Recall Covered Products. If there is a dispute over the corrective action, the Parties shall meet and
7 confer before seeking any remedy in court.

8 **2.4 Supplier and Product Information.** Upon execution of this Consent Judgment,
9 each Settling Defendant shall provide full and complete information and supporting
10 documentation as to each Covered Product as further specified on Exhibit B. Such information
11 shall be provided and attested to under oath by an authorized officer of each such Settling
12 Defendant. Each Settling Defendant shall cooperate and work in good faith to promptly answer
13 any follow-up questions or requests for supporting documentation from CEH about the
14 information and documents to be provided pursuant to this section.

15 **3. ENFORCEMENT**

16 **3.1 Enforcement Procedures.** Prior to bringing any motion or order to show cause to
17 enforce the terms of this Consent Judgment, a Party seeking to enforce shall provide the violating
18 party thirty (30) days advanced written notice of the alleged violation. The Parties shall meet and
19 confer during such thirty (30) day period in an effort to try to reach agreement on an appropriate
20 cure for the alleged violation. After such thirty (30) day period, the Party seeking to enforce may,
21 by new action, motion or order to show cause before the Superior Court of San Francisco, seek to
22 enforce the terms and conditions contained in this Consent Judgment.

23 **4. PAYMENTS**

24 **4.1 Payments by Settling Defendants.** Within five (5) days of the entry of this
25 Consent Judgment, each Settling Defendant shall pay the sum set forth for that Settling Defendant
26 on Exhibit A as further set forth in this Section and on Exhibit A.

27 **4.2 Allocation of Payments.** The total settlement amount for each Settling Defendant
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1 shall be paid in four separate checks in the amounts specified on Exhibit A and delivered as set
2 forth below. Any failure by a Settling Defendant to comply with the payment terms herein shall
3 be subject to a stipulated late fee in the amount of \$100 for each day after the delivery date the
4 payment is received. The late fees required under this Section shall be recoverable, together with
5 reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 3 of this
6 Consent Judgment. The funds paid by each Settling Defendant shall be allocated as set forth on
7 Exhibit A for each Settling Defendant between the following categories and made payable as
8 follows:

9 4.2.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil
10 penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25%
11 to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment
12 ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment for the amount
13 designated for each Settling Defendant on Exhibit A as "Civil Penalty OEHHA Portion" shall be
14 made payable to OEHHA and associated with taxpayer identification number 68-0284486. This
15 payment shall be delivered as follows:

16 For United States Postal Service Delivery:

17 Attn: Mike Gyurics
18 Fiscal Operations Branch Chief
19 Office of Environmental Health Hazard Assessment
P.O. Box 4010, MS #19B
Sacramento, CA 95812-4010

20 For Non-United States Postal Service Delivery:

21 Attn: Mike Gyurics
22 Fiscal Operations Branch Chief
23 Office of Environmental Health Hazard Assessment
1001 I Street, MS #19B
Sacramento, CA 95814

24 The CEH portion of the civil penalty payment for the amount designated for each Settling
25 Defendant on Exhibit A as "Civil Penalty CEH Portion" shall be made payable to the Center For
26 Environmental Health and associated with taxpayer identification number 94-3251981. This
27 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA

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1 94117.

2 4.2.2 A payment in lieu of civil penalty to CEH pursuant to Health & Safety
3 Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH shall use such
4 funds to continue its work educating and protecting people from exposures to toxic chemicals,
5 including heavy metals. In addition, as part of its Community Environmental Action and Justice
6 Fund, CEH will use four percent of such funds to award grants to grassroots environmental justice
7 groups working to educate and protect people from exposures to toxic chemicals. The method of
8 selection of such groups can be found at the CEH web site at www.ceh.org/justicefund. The
9 payment pursuant to this Section shall be made payable to the Center For Environmental Health
10 and associated with taxpayer identification number 94-3251981.

11 4.2.3 A reimbursement of a portion of CEH's reasonable attorneys' fees and
12 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
13 Law Group and associated with taxpayer identification number 94-3317175. This payment shall
14 be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

15 **5. MODIFICATION AND DISPUTE RESOLUTION**

16 5.1 **Modification.** This Consent Judgment may be modified from time to time by
17 express written agreement of the Parties, with the approval of the Court, or by an order of this
18 Court upon motion and in accordance with law.

19 5.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
20 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
21 modify the Consent Judgment.

22 **6. CLAIMS COVERED AND RELEASE**

23 6.1 This Consent Judgment is a full, final and binding resolution between CEH on
24 behalf of itself and the public interest and each Settling Defendant, and their parents, subsidiaries,
25 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
26 ("Defendant Releasees"), and all entities other than those listed in Exhibit C to which a Settling
27 Defendant distributes or sells Covered Products, including but not limited to distributors,

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1 wholesalers, customers, retailers, franchisees, licensors and licensees (“Downstream Defendant
2 Releasees”), of any violation of Proposition 65 based on failure to warn about alleged exposure to
3 Lead contained in Covered Products that were sold by a Settling Defendant prior to the Effective
4 Date.

5 6.2 CEH, for itself releases, waives, and forever discharges any and all claims against
6 each Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees arising from
7 any violation of Proposition 65 or any other statutory or common law claims that have been or
8 could have been asserted in the public interest regarding the failure to warn about exposure to
9 Lead arising in connection with Covered Products manufactured, distributed or sold by a Settling
10 Defendant prior to the Effective Date.

11 6.3 Compliance with the terms of this Consent Judgment by a Settling Defendant and
12 that Settling Defendant’s Defendant Releasees shall constitute compliance with Proposition 65 by
13 such Settling Defendant, that Settling Defendant’s Defendant Releasees and that Settling
14 Defendant’s Downstream Defendant Releasees with respect to any alleged failure to warn about
15 Lead in Covered Products manufactured, distributed or sold by that Settling Defendant after the
16 Effective Date.

17 **7. EFFECT OF SUBSEQUENT SETTLEMENTS**

18 7.1 The parties contemplate that future Consent Judgments entered with other
19 defendants including farmers, processors and manufacturers may involve a higher Reformulation
20 Level due to an allocation of Lead that is naturally occurring under 22 Cal. Code Regs. §22501.
21 This higher Reformulation Level may also include additional injunctive requirements that will
22 ensure that the Lead in the Covered Products is not avoidable by good agricultural or good
23 manufacturing practices and that the producer, manufacturer, distributor, or holder of the food is at
24 all times utilizing quality control measures that reduce natural occurring Lead to the lowest level
25 currently feasible, as such term is defined in 22 Cal. Code Regs. §22501.

26 7.2 Accordingly, if on or before January 1, 2019, the Court enters a Judgment or a
27 Consent Judgment to which CEH is a party that resolves Proposition 65 claims asserted by CEH

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1 regarding failure to warn about Lead in Covered Products that: (i) sets forth a Reformulation Level
2 containing an allocation of Lead that is naturally occurring under 22 Cal. Code Regs. §22501; or
3 (ii) includes injunctive relief designed to ensure that the Lead in the Covered Products is not
4 avoidable by good agricultural or good manufacturing practices and that the producer,
5 manufacturer, distributor, or holder of the food is at all times utilizing quality control measures
6 that reduce natural occurring Lead to the “lowest level currently feasible” as such term is defined
7 in 22 Cal. Code Regs. §22501; or (iii) a combination of both, then a Settling Defendant may move
8 the Court to modify the Reformulation Level in this Consent Judgment so that it is consistent with
9 the reformulation requirement of such future Judgment or Consent Judgment. Prior to filing any
10 such Motion the parties shall meet and confer in an attempt to agree on specific language
11 regarding the modification pursuant to this Section. To the extent a Settling Defendant is a retailer
12 or otherwise not involved in the farming, manufacture or processing of Covered Products, the
13 modification may require that the Settling Defendant only purchase Covered Products from
14 entities that comply with the injunctive requirements of such future Judgment or Consent
15 Judgment. If the parties are unable to agree on specific language the Settling Defendant shall
16 inform the Court of both parties position in the papers filed in support of the Motion to Modify
17 this Consent Judgment.

18 **8. PROVISION OF NOTICE**

19 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
20 notice shall be sent by first class and electronic mail to:

21 Eric S. Somers
22 Lexington Law Group
23 503 Divisadero Street
24 San Francisco, CA 94117
25 esomers@lexlawgroup.com

26 8.2 When a Settling Defendant is entitled to receive any notice under this Consent
27 Judgment, the notice shall be sent by first class and electronic mail to the person(s) identified in
28 Exhibit A for each such Settling Defendant.

8.3 Any Party may modify the person and address to whom the notice is to be sent by

1 sending the other Party notice by first class and electronic mail.

2 **9. COURT APPROVAL**

3 9.1 This Consent Judgment shall become effective on the Effective Date, provided
4 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
5 Settling Defendants shall support approval of such Motion.

6 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
7 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

8 **10. GOVERNING LAW AND CONSTRUCTION**

9 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
10 California.

11 **11. ATTORNEYS' FEES**

12 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
13 Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs
14 unless the unsuccessful Party has acted with substantial justification. For purposes of this Consent
15 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
16 Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

17 11.2 Notwithstanding Section 11.1, a Party who prevails in a contested enforcement
18 action brought pursuant to Section 3 may seek an award of attorneys' fees pursuant to Code of
19 Civil Procedure §1021.5 against a Party that acted with substantial justification. The Party
20 seeking such an award shall bear the burden of meeting all of the elements of §1021.5, and this
21 provision shall not be construed as altering any procedural or substantive requirements for
22 obtaining such an award.

23 11.3 Nothing in this Section 11 shall preclude a party from seeking an award of
24 sanctions pursuant to law.

25 **12. ENTIRE AGREEMENT**

26 12.1 This Consent Judgment contains the sole and entire agreement and understanding
27 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
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1 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
2 and therein. There are no warranties, representations, or other agreements between the Parties
3 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
4 other than those specifically referred to in this Consent Judgment have been made by any Party
5 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
6 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
7 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
8 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
9 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
10 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
11 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
12 whether or not similar, nor shall such waiver constitute a continuing waiver.

13 **13. RETENTION OF JURISDICTION**

14 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
15 Consent Judgment.

16 **14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

17 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
18 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
19 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

20 **15. NO EFFECT ON OTHER SETTLEMENTS**

21 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
22 against an entity that is not a Settling Defendant on terms that are different than those contained in
23 this Consent Judgment.

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1 **16. EXECUTION IN COUNTERPARTS**

2 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile or portable document format (pdf), which taken together shall be deemed to
4 constitute one document.

5 **IT IS SO ORDERED, ADJUDGED,**
6 **AND DECREED**

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8 Dated: MAR 26 2014


ERNEST H. GOLDSMITH

 Judge of the Superior Court of the State of California

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IT IS SO STIPULATED:

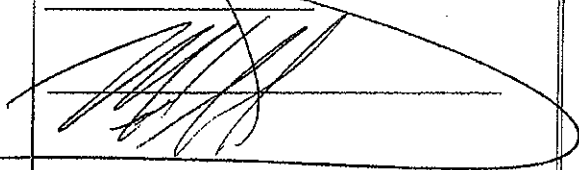
Dated: <u>11/22</u> , 2013	CENTER FOR ENVIRONMENTAL HEALTH  _____ CHARLES PIZMAS _____ Printed Name ASSOCIATE DIRECTOR _____ Title
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Dated: _____, 2013	_____ _____ By _____ Printed Name _____ Title
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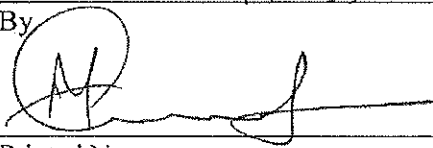
Dated: _____, 2013	CENTER FOR ENVIRONMENTAL HEALTH _____ Printed Name _____ Title
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Dated: <u>OCT 11</u> , 2013	SETTLING DEFENDANT FORTUNE COMMERCIAL CORPORATION  MELVIN N.A. AVANZADO Printed Name GENERAL COUNSEL Title
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Dated: _____, 2013	CENTER FOR ENVIRONMENTAL HEALTH _____ _____ Printed Name _____ Title
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Dated: <u>10.31</u> , 2013	SETTLING DEFENDANT <u>JACK'S WHOLESALE CANDY & TOY CO.</u> <u>MINAZ AHMED</u> By  _____ Printed Name <u>PRESIDENT</u> _____ Title
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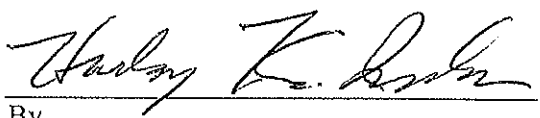
Dated: _____, 2013	CENTER FOR ENVIRONMENTAL HEALTH _____ _____ Printed Name _____ Title
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Dated: <u>25 Sept.</u> , 2013	SETTLING DEFENDANT <u>Marukai Corporation</u> <u><i>Kazuhiko Toyama</i></u> <u>Kazuhiko Toyama</u> Printed Name <u>Treasurer</u> Title
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IT IS SO STIPULATED:

Dated: _____, 2013	CENTER FOR ENVIRONMENTAL HEALTH _____ _____ Printed Name _____ Title
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Dated: <u>12/6</u> , 2013	NORTH AMERICAN FOOD DISTRIBUTING COMPANY, INC.  By <u>Harley K. Iwaba</u> Printed Name <u>PRESIDENT</u> Title
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EXHIBIT A
Settling Defendants

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Settling Defendant:

Fortune Commercial Corporation

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Covered Product(s) To Be Withdrawn From Market:

Mei Yuan Mint Dried Prune; SKU No. 4-710372-950662

Defendant's Settlement Payment and Allocation:

Total Settlement Payment	\$35,000
Civil Penalty OEHHA Portion	\$3,429
Civil Penalty CEH Portion	\$1,143
Payment in Lieu of Civil Penalty	\$6,848
Attorneys' Fees and Costs	\$23,580

Person(s) to Receive Notices Pursuant to Section 8:

DJ Moore
Latham & Watkins LLP
355 South Grand Avenue
Los Angeles, CA 90071-1560
dj.moore@lw.com

1 **EXHIBIT A**
2 **Settling Defendants**

3 **Settling Defendant:**

4 **Jack's Wholesale Candy & Toy Company, Inc.**

5 **Covered Product(s) To Be Withdrawn From Market:**

6 Saladitos (Dried Salted Plums); SKU No. 0-89141-90138-4

7 Saladitos Con Chile (Salted Plums with Chili); SKU No. 7-05571-10529-0

8 **Defendant's Settlement Payment and Allocation:**

9 Total Settlement Payment \$20,000
10 Civil Penalty OEHHA Portion \$ 1,914
11 Civil Penalty CEH Portion \$ 638
12 Payment in Lieu of Civil Penalty \$ 3,850
13 Attorneys' Fees and Costs \$13,598

14
15 **Person(s) to Receive Notices Pursuant to Section 8:**

16 Andrew S. Werner
17 Cesari, Werner and Moriarty
18 360 Post St, San Francisco, CA 94108
19 San Francisco, CA 94108
20 awerner@cwmlaw.com

1 **EXHIBIT A**
2 **Settling Defendants**

3 **Settling Defendant:**

4 **Marukai Corporation**

5 **Covered Product(s) To Be Withdrawn From Market:**

6 Aloha Nut Hut Li Hing Mui; SKU 9110720-000011

7 Island Cravings Seedless Sweet Li Hing Mui; SKU No. 0-73366-30033-6

8 Jade Rock Salt Plum; SKU No. 0-73366-12001-9

9 **Defendant's Settlement Payment and Allocation:**

10	Total Settlement Payment	\$35,000
11	Civil Penalty OEHHA Portion	\$3,429
12	Civil Penalty CEH Portion	\$1,143
13	Payment in Lieu of Civil Penalty	\$6,848
14	Attorneys' Fees and Costs	\$23,580

15
16 **Person(s) to Receive Notices Pursuant to Section 8:**

17 Brian Link
18 General Counsel
19 Marukai Corporation
1740 W. Artesia Blvd.
Gardena, CA 90248
blink@marukai.com

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**EXHIBIT A
Settling Defendants**

Settling Defendant:

North American Food Distributing Company, Inc.

Covered Product(s) To Be Withdrawn From Market:

Miyako Sugar Ginger; SKU No. 0-68318-12571-6

Defendant's Settlement Payment and Allocation:

Total Settlement Payment	\$20,000
Civil Penalty OEHHA Portion	\$ 1,914
Civil Penalty CEH Portion	\$ 638
Payment in Lieu of Civil Penalty	\$ 3,850
Attorneys' Fees and Costs	\$13,598

Person(s) to Receive Notices Pursuant to Section 8:

Phil Hiroshima
Hiroshima Lewis & Daggett
1420 River Park Drive, Second Floor
Sacramento, CA 95815
phiroshima@hldlaw.net

EXHIBIT B

Product and Supplier Information

For each Covered Product sold by your company in the two years prior to the Effective Date, please provide the following information and documents:

1. Covered Product name.
2. Covered Product Description.
3. SKU or UPC number.
4. Name, address, contact person, phone, e-mail and web site of the company from which each Covered Product was purchased.
5. Name, address, contact person, phone, e-mail and web site of importer or distributor.
6. Name, address, contact person, phone, e-mail and web site of product manufacturer.
7. Name, address, contact person, phone, e-mail and web site of any other know entity in the upstream chain of distribution.
8. Date and number of units ordered for each order of a Covered Product purchased from the date two years prior to the Effective Date to the Effective Date. Please attach copies of each Purchase Order or other documentation from each sale.
9. Units of each Covered Product sold from the date two years prior to the Effective Date to the Effective Date.
10. Indicate if any Proposition 65 warnings were provided with each of the Covered Products and if so, provide a copy of such warning.
11. Identify the country of origin of each Covered Product.
12. Identify and attach any test results in your possession for any of the Covered Products.

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EXHIBIT C

**(LIST OF ENTITIES NOT SUBJECT
TO DOWNSTREAM DEFENDANT RELEASE)**

List of non-settling defendants that have received
60-Day Notices re lead in Covered Products from CEH

- Albertson's, LLC
- B & V Enterprises, Inc.
- Buderim Ginger Limited
- Chocolate Signatures LP
- Cost Plus, Inc.
- Dakota Brothers, Inc.
- Draeger's Super Markets
- Foodnet Supermarkets, Inc.
- Garden Grove Superstore Inc.
- Goldstar Supermarket
- Grand BK Corp.
- H Mart, Inc.
- Hosada Bros., Inc.
- Island Pacific Supermarkets, Inc.
- Jade Food Products, Inc.
- Kam Lee Yuen Trading Co., Inc.
- Korean Farm, Inc.
- Longchamp Corporation dba Lion Supermarket
- Marra Bros. Dist., Inc.
- Marshalls of CA, LLC
- Maruhana U.S.A. Corporation
- Mitsuwa Corporation

- 1 • Mrs. Gooch's Natural Food Markets, Inc.
- 2 • Nature's World LLC
- 3 • Next Generation Products, Inc.
- 4 • Oto's Japan Food, Inc.
- 5 • Piedmont Grocery Company
- 6 • Reed's, Inc.
- 7 • Rhee Bros., Inc.
- 8 • Roxy Trading Inc.
- 9 • Safeway Inc.
- 10 • San Pablo Supermarket, Inc.
- 11 • San Young Market, Inc.
- 12 • Shun Fat Supermarket, Inc.
- 13 • Sun Hop Fat Corporation
- 14 • Sunflower Farmers Markets, LLC
- 15 • Tawa Supermarket, Inc.
- 16 • Trader Joe's Company
- 17 • Walkers Chocolates Ltd.
- 18 • Whole Foods Market California, Inc.
- 19 • Wholesale Unlimited, Inc.

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