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ENDORSED
FILED
San Francisco County Superior Court

SEP 02 2014

CLERK OF THE COURT
BY: JACQUELINE ALAMEDA
Deputy Clerk

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

CENTER FOR ENVIRONMENTAL HEALTH,) Case No. CGC-12-526396
Plaintiff,)
v.) ~~PROPOSED~~ CONSENT JUDGMENT
FAYEON DISTRIBUTORS, INC., *et al.*,) AS TO JADE FOOD PRODUCTS, INC.,
Defendants.) WHOLESale UNLIMITED, INC.,
WORLD VARIETY PRODUCE, INC.,
MARUHANA U.S.A. CORPORATION,
MITSUWA CORPORATION, GRAND
BK CORP., H-MART, INC., AND
CHOCOLATE SIGNATURES LP

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 or plum

1 snack foods that are processed with sugar or salt (“Covered Products”) sold or offered for sale by
2 Settling Defendants. Examples of Covered Products that were sold by Settling Defendants in the
3 past are listed on Exhibit A.

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

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

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

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

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

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1 resolving issues disputed in this Action.

2 **2. INJUNCTIVE RELIEF**

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

17 2.2 **Reformulation of Covered Products.** After the Effective Date, Settling
18 Defendants shall not purchase, manufacture, ship, sell or offer for sale any Covered Product that
19 Settling Defendants know or reasonably should know will be sold or offered for sale in California
20 that contains a concentration of more than seventeen (17) parts per billion (“ppb”) Lead by weight,
21 such concentration to be determined by use of a test performed by an accredited laboratory using
22 inductively coupled plasma mass spectrometry (ICP-MS) equipment with a level of detection of at
23 least ten (10) ppb that meets standard laboratory QA/QC requirements (the “Reformulation
24 Level”). Subject to Section 7 below, no allocation is made for naturally occurring Lead in food
25 pursuant to 27 Cal. Code of Regs. § 25501.

26 2.3 **Market Withdrawal of Covered Products.** On or before the Effective Date,
27 Settling Defendants shall: (i) cease shipping the specific Covered Products identified on the part of

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1 Exhibit A that relates to that Settling Defendant (the “Noticed Covered Products”) to stores and/or
2 customers in California; (ii) withdraw the Noticed Covered Products from the market in
3 California; and (iii) send instructions to any of their stores and/or customers that offer the Noticed
4 Covered Products for sale in California to cease offering such Noticed Covered Products for sale
5 and to either return all Noticed Covered Products to Settling Defendants for destruction, or to
6 directly destroy the Noticed Covered Products. Any destruction of the Noticed Covered Products
7 shall be in compliance with all applicable laws. Settling Defendants shall keep and make available
8 to CEH for inspection and copying records and correspondence regarding the market withdrawal
9 and destruction of the Noticed Covered Products. If there is a dispute over the corrective action,
10 the Parties shall meet and confer before seeking any remedy in court.

11 2.4 **Supplier and Product Information.** CEH acknowledges that each Settling
12 Defendant has provided full and complete information and supporting documentation as to each
13 Covered Product as further specified on Exhibit B. Each Settling Defendant shall cooperate and
14 work in good faith to promptly answer any follow-up questions or requests for supporting
15 documentation from CEH about the information and documents to be provided pursuant to this
16 section.

17 **3. ENFORCEMENT**

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

25 **4. PAYMENTS**

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

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

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

18 For United States Postal Service Delivery:

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

24 For Non-United States Postal Service Delivery:

25 Attn: Mike Gyurics
26 Fiscal Operations Branch Chief
27 Office of Environmental Health Hazard Assessment
28 1001 I Street, MS #19B
 Sacramento, CA 95814

 The CEH portion of the civil penalty payment for the amount designated for each Settling
Defendant on Exhibit A as "Civil Penalty CEH Portion" shall be made payable to the Center For

1 Environmental Health and associated with taxpayer identification number 94-3251981. This
2 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
3 94117.

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

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

17 **5. MODIFICATION AND DISPUTE RESOLUTION**

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

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

24 **6. CLAIMS COVERED AND RELEASE**

25 6.1 This Consent Judgment is a full, final and binding resolution between CEH on
26 behalf of itself and the public interest and each Settling Defendant, and their parents, subsidiaries,
27 affiliated entities that are under common ownership, directors, officers, employees, and attorneys

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1 (“Defendant Releasees”), and all entities, other than those listed on Exhibit C, to which a Settling
2 Defendant distributes or sells Covered Products, including but not limited to distributors,
3 wholesalers, customers, retailers, franchisees, licensors and licensees (“Downstream Defendant
4 Releasees”), of any violation of Proposition 65 based on failure to warn about alleged exposure to
5 Lead contained in Covered Products that were sold by a Settling Defendant prior to the Effective
6 Date.

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

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

19 **7. EFFECT OF SUBSEQUENT SETTLEMENTS**

20 7.1 The parties contemplate that future Consent Judgments entered with other
21 defendants including farmers, processors and manufacturers may involve a higher Reformulation
22 Level due to an allocation of Lead that is naturally occurring under 27 Cal. Code Regs. § 22501.
23 This higher Reformulation Level may also include additional injunctive requirements that will
24 ensure that the Lead in the Covered Products is not avoidable by good agricultural or good
25 manufacturing practices and that the producer, manufacturer, distributor, or holder of the food is at
26 all times utilizing quality control measures that reduce natural occurring Lead to the lowest level
27 currently feasible, as such term is defined in 27 Cal. Code Regs. § 22501.

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1 Exhibit A for each such Settling Defendant.

2 8.3 Any Party may modify the person and address to whom the notice is to be sent by
3 sending the other Party notice by first class and electronic mail.

4 **9. COURT APPROVAL**

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

8 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
9 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

10 **10. GOVERNING LAW AND CONSTRUCTION**

11 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
12 California.

13 **11. ATTORNEYS' FEES**

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

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

25 11.3 Nothing in this Section 11 shall preclude a party from seeking an award of
26 sanctions pursuant to law.

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1 **12. ENTIRE AGREEMENT**

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

16 **13. RETENTION OF JURISDICTION**

17 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
18 Consent Judgment.

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

20 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
21 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
22 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

24 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
25 against an entity that is not a Settling Defendant on terms that are different than those contained in
26 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**

7 Dated: SEP -2 2014

MARLA J. MILLER

Judge of the Superior Court of the State of California

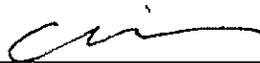
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IT IS SO STIPULATED:

Dated: May 6, 2014

CENTER FOR ENVIRONMENTAL HEALTH



Gerald Piro
Printed Name

Assistant Director
Title

Dated: _____, 2014

SETTLING DEFENDANT

By _____

Printed Name _____

Title _____

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IT IS SO STIPULATED:

Dated: _____, 2014	CENTER FOR ENVIRONMENTAL HEALTH
	Printed Name
	Title

Dated: <u>May 5</u> , 2014	SETTLING DEFENDANT
	<u>JADE FOOD PRODUCTS / INC</u>
	<u>[Signature]</u>
	By
	<u>Deanne W L Ho</u>
	Printed Name
	<u>president</u>
	Title

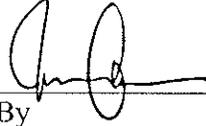
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IT IS SO STIPULATED:

Dated: _____, 2014	CENTER FOR ENVIRONMENTAL HEALTH

	Printed Name
	Title

Dated: _____, 2014	SETTLING DEFENDANT

	 By
	Printed Name
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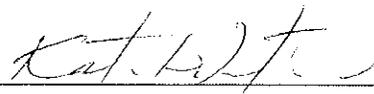
Dated: _____, 2014	CENTER FOR ENVIRONMENTAL HEALTH _____ _____ Printed Name _____ Title
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Dated: <u>05-02-14</u> , 2014	SETTLING DEFENDANT <u>World Varsity Produce, Inc.</u> <u>Lee A. Zeller</u> By <u>Lee A. Zeller</u> Printed Name <u>CFO</u> Title
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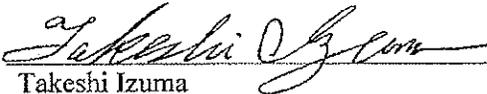
Dated: May __, 2014	SETTLING DEFENDANT Maruhana U.S.A. Corporation  _____ By Katsumi Hanatani President
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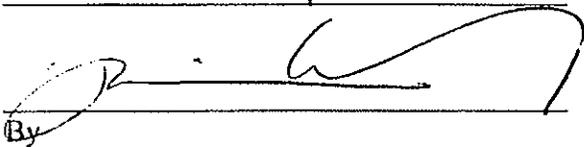
	Printed Name
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Dated: May <u>28th</u> , 2014	SETTLING DEFENDANT
	MITSUWA CORPORATION
	 Takeshi Izuma
	President & CEO Title

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IT IS SO STIPULATED:

Dated: _____, 2014	CENTER FOR ENVIRONMENTAL HEALTH _____ Printed Name _____ Title
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Dated: _____, 2014	SETTLING DEFENDANT Grand BK Corp.  By _____ Brian Kwon Printed Name President Title
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IT IS SO STIPULATED:

Dated: _____, 2014	CENTER FOR ENVIRONMENTAL HEALTH

	Printed Name
	Title

Dated: <u>5/23</u> , 2014	SETTLING DEFENDANT
	<u>H Mart, Inc.</u>
	By 
	<u>ILYEON KWON</u> Printed Name
	<u>CEO</u> Title

1 **IT IS SO STIPULATED:**

2 Dated: _____, 2014 3 4 5 6 7 8 9	CENTER FOR ENVIRONMENTAL HEALTH _____ Printed Name _____ Title
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12 Dated: <u>May 27</u> , 2014 13 14 15 16	SETTLING DEFENDANT <u>Daniel Bertrand</u> <u>Chocolate Signature LP</u> By <u>DANIELE BERTAND</u> Printed Name <u>PRESIDENT</u> Title
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EXHIBIT A
Settling Defendants

Settling Defendant: Jade Food Products, Inc.

1. Covered Product(s) To Be Withdrawn From Market (“Noticed Covered Products”):

Jade Rock Salt Plum

2. Defendant’s Settlement Payment and Allocation:

Total Settlement Payment	\$ 20,000
Civil Penalty OEHHA Portion	\$ 1,950
Civil Penalty CEH Portion	\$ 650
Payment in Lieu of Civil Penalty	\$ 3,900
Attorneys’ Fees and Costs	\$ 13,500

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

Deanne Ho
Jade Food Products, Inc
94-476 Ko’aki St
Waipahu HI 96797
Email: deanne08@jadefood.com

Peg Carew Toledo
TOLEDO DON LLP
3001 Douglas Blvd., Suite 340
Roseville, CA 95661
Email: toledo@toledodon.com

4. Examples of Covered Products Sold

Li Hing (Baby) / Dry Cherry
Li Hing Seedless Cherry
Flat or Wet Cherry
Crackseed
Crystallized Ginger
Li Hing, Honey, Sweet Ginger
Shredded Ginger
Li Hing Mui (sweet) RED or WHITE
Li Hing Salty

- 1 Li Hing Seedless
- Li Hing Wet
- 2 Licorice Wet Plum
- Pickled Plum
- 3 King Plum
- Plum Mui
- 4 Rock Salt Plum
- Seedless Plum
- 5 Licorice Seedless Plum
- 6 Sweet Sour Cherry (ume)
- Sweet Sour Seed
- 7 Sweet Whole Seed

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EXHIBIT A
Settling Defendants

Settling Defendant: Wholesale Unlimited, Inc.

1. Covered Product(s) To Be Withdrawn From Market (“Noticed Covered Products”):

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

2. Defendant’s Settlement Payment and Allocation:

Total Settlement Payment	\$ 30,000
Civil Penalty OEHHA Portion	\$ 2,925
Civil Penalty CEH Portion	\$ 975
Payment in Lieu of Civil Penalty	\$ 5,900
Attorneys’ Fees and Costs	\$ 20,200

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

Marc Honma
Wayne Yamada
Wholesale Unlimited, Inc.
94-110 Kopake Street
Waipahu, HI 96797
Email: marchonma@hawaiiantel.net

Peg Carew Toledo
TOLEDO DON LLP
3001 Douglas Blvd., Suite 340
Roseville, CA 95661
Email: toledo@toledodon.com

4. Examples of Covered Products Sold

Brown Ginger
Candied Ginger
Cracked Seed
Li Hing Mui Candy
Rainbow Li Hing Candy
Red Ginger
Red Li Hing Mui
Rock Salt Plum
Seedless Li Hing Cherry
Seedless Li Hing Mui
Seedless Plum
Seedless Sweet Li Hing Mui
Seedless Ume

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Seedless White Li Hing Mui
Soft Li Hing Mui
Super Sweet Li Hing Mui
Sweet Li Hing Ginger
Sweet Li Hing Mui
Sweet Red Ginger
Sweet Sour Ginger Bits
Sweet Sour Plum
Sweet Sour Salted Seed
Sweet Sour Wholeseed
Sweet Wholeseed
White Li Hing Mui

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EXHIBIT A
Settling Defendants

Settling Defendant: World Variety Produce, Inc.

1. Covered Product(s) To Be Withdrawn From Market (“Noticed Covered Products”):

Melissa’s Crystallized Ginger, SKU No. 0-45255-11227-6

2. Defendant’s Settlement Payment and Allocation:

Total Settlement Payment	\$ 57,500
Civil Penalty OEHHA Portion	\$ 5,700
Civil Penalty CEH Portion	\$ 1,900
Payment in Lieu of Civil Penalty	\$ 11,400
Attorneys’ Fees and Costs	\$ 38,500

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

Joseph J. Gigliotti
Gigliotti & Gigliotti
26501 Rancho Parkway South, Ste. 101
Lake Forest, Ca 92630
gigliottilaw@msn.com

4. Examples of Covered Products Sold

Melissa’s Crystallized Ginger, SKU No. 0-45255-11227-6

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EXHIBIT A
Settling Defendants

Settling Defendant: Maruhana U.S.A. Corporation

1. **Covered Product(s) To Be Withdrawn From Market (“Noticed Covered Products”):**

Dried Plum, SKU No. 4-905491-254610

2. **Defendant’s Settlement Payment and Allocation:**

Total Settlement Payment	\$ 20,000
Civil Penalty OEHHA Portion	\$ 1,950
Civil Penalty CEH Portion	\$ 650
Payment in Lieu of Civil Penalty	\$ 3,900
Attorneys’ Fees and Costs	\$ 13,500

3. **Person(s) to Receive Notices Pursuant to Section 8:**

4. Katsumi Hanatani
President
Maruhana U.S.A. Corporation
4455 Sheila Street
Commerce, CA 90023-4331

With a copy to:

Jeffrey Margulies
Fulbright & Jaworski LLP
555 South Flower Street, Forty-First Floor
Los Angeles, California 90071
jeff.margulies@nortonrosefulbright.com

5. **Examples of Covered Products Sold**

Dried Plum, SKU No. 4-905491-254610

EXHIBIT A
Settling Defendants

Settling Defendant: Mitsuwa Corporation (Electing Coverage of Plum Snack Products Only)

1. Covered Product(s) To Be Withdrawn From Market (“Noticed Covered Products”):

Dried Plum, SKU No. 4-905491-254610

Nobel Dry Plum SKU No. 4-902123-023049

2. Defendant’s Settlement Payment and Allocation:

Total Settlement Payment	\$ 20,000
Civil Penalty OEHHA Portion	\$ 1,950
Civil Penalty CEH Portion	\$ 650
Payment in Lieu of Civil Penalty	\$ 3,900
Attorneys’ Fees and Costs	\$ 13,500

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

Noriyoshi Miyata
Mitsuwa Corporation
1815 W. 213th St., Ste 235
Torrance, CA 90501

4. Examples of Covered Products Sold

Dried Plum, SKU No. 4-905491-254610

Nobel Dry Plum SKU No. 4-902123-023049

Addendum between CEH and Settling Defendant Mitsuwa Corporation: CEH and Settling Defendant Mitsuwa Corporation agree that as to Settling Defendant Mitsuwa Corporation, the term Covered Products in this Consent Judgment is limited to plum snack foods and does not, for purposes of injunctive relief, release or otherwise, include ginger snack foods.

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EXHIBIT A
Settling Defendants

Settling Defendant: Grand BK Corp.

1. Covered Product(s) To Be Withdrawn From Market (“Noticed Covered Products”):

Goodies By Nature Ginger Crystallized, SKU No. 8-46034-01008-6

2. Defendant’s Settlement Payment and Allocation:

Total Settlement Payment	\$ 20,000
Civil Penalty OEHHA Portion	\$ 1,950
Civil Penalty CEH Portion	\$ 650
Payment in Lieu of Civil Penalty	\$ 3,900
Attorneys’ Fees and Costs	\$ 13,500

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

Hyun Sik Sohn
47-08 Grand Ave.,
Maspeth, NY 11378

4. Examples of Covered Products Sold

Goodies By Nature Ginger Crystallized, SKU No. 8-46034-01008-6

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EXHIBIT A
Settling Defendants

Settling Defendant: H Mart, Inc.

1. Covered Product(s) To Be Withdrawn From Market ("Noticed Covered Products"):

Goodies By Nature Ginger Crystallized, SKU No. 8-46034-01008-6

2. Defendant's Settlement Payment and Allocation:

Total Settlement Payment	\$ 20,000
Civil Penalty OEHHA Portion	\$ 1,950
Civil Penalty CEH Portion	\$ 650
Payment in Lieu of Civil Penalty	\$ 3,900
Attorneys' Fees and Costs	\$ 13,500

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

Sung Choi, Esq.
Associate Corporate Counsel
H Mart Companies, Inc.
300 Chubb Avenue
Lyndhurst, NJ 07071

4. Examples of Covered Products Sold

Goodies By Nature Ginger Crystallized, SKU No. 8-46034-01008-6

EXHIBIT A
Settling Defendants

Settling Defendant: Chocolate Signatures LP by its general partner Chocolate Signatures Limited

1. Covered Product(s) To Be Withdrawn From Market (“Noticed Covered Products”):

David’s Fine Belgian Dark Chocolate Dipped Australian Ginger

2. Defendant’s Settlement Payment and Allocation:

Total Settlement Payment	\$ 15,000
Civil Penalty OEHHA Portion	\$ 1,449
Civil Penalty CEH Portion	\$ 483
Payment in Lieu of Civil Penalty	\$ 2,900
Attorneys’ Fees and Costs	\$ 10,168

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

Danielle Bertrand
Chocolate Signatures LP
166 Norseman Street
Toronto, Ontario
Canada M87 2R4
daniele@dufflet.com

4. Examples of Covered Products Sold

David’s Fine Belgian Dark Chocolate Dipped Australian Ginger

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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

- B & V Enterprises, Inc.
- Buderim Ginger Limited
- Cost Plus, Inc.
- Dakota Brothers, Inc.
- Falcon Trading Company
- Foodnet Supermarkets, Inc.
- Fresh & Easy Neighborhood Market Inc.
- Garden Grove Superstore Inc.
- Goldstar Supermarket
- Island Pacific Supermarkets, Inc.
- Kam Lee Yuen Trading Co., Inc.
- Korean Farm, Inc.
- Longchamp Corporation dba Lion Supermarket
- Marra Bros. Dist., Inc.
- Mrs. Gooch's Natural Food Markets, Inc.
- Nature's World LLC
- Piedmont Grocery Company
- Reed's, Inc.
- Rhee Bros., Inc.
- Roxy Trading Inc.
- Safeway Inc.
- San Pablo Supermarket, Inc.
- San Young Market, Inc.

- 1 Shun Fat Supermarket, Inc.
- 2 Sunflower Farmers Markets, LLC
- 3 Tawa Supermarket, Inc.
- 4 Torn & Glasser, Inc.
- 5 The Yucaipa Companies, LLC
- 6 Trader Joe's Company
- 7 Whole Foods Market California, Inc.

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