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BY: Felicia Green  
Deputy Clerk

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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  
AS TO KOREAN FARM, INC., OTO'S  
JAPAN FOOD, INC., RHEE BROS.,  
INC., FALCON TRADING COMPANY,  
AND SAN YOUNG MARKET, INC.**

**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 snack

1 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 has sold Covered Products that were offered for sale in California in the past and  
5 that purchases Covered Products from a third party shall provide the reformulation specification  
6 set forth in Section 2.2 to each of such Covered Products suppliers and shall instruct each such  
7 Covered Products supplier to provide it with Covered Products that comply with the reformulation  
8 specification set forth in Section 2.2. If in the future such a Settling Defendant purchases Covered  
9 Products from a new third party that it has not previously provided with instructions regarding the  
10 reformulation specification set forth in Section 2.2, the Settling Defendant shall provide the  
11 reformulation specification set forth in Section 2.2 prior to placing an initial order for Covered  
12 Products and instruct the new Covered Products supplier to provide it with Covered Products that  
13 comply with the reformulation specification set in Section 2.2. Each Settling Defendant shall  
14 retain records of communications sent to and received from suppliers that are related to the  
15 requirement of this Section 2.1 for a period of five years from the Effective Date.

16               **2.2       Reformulation of Covered Products.** After the Effective Date, Settling  
17 Defendants shall not purchase, manufacture, ship, sell or offer for sale any Covered Product that  
18 will be offered for sale in California that that contains a concentration of more than seventeen (17)  
19 parts per billion (“ppb”) Lead by weight, such concentration to be determined by use of a test  
20 performed by an accredited laboratory using inductively coupled plasma mass spectrometry (ICP-  
21 MS) equipment with a level of detection of at least ten (10) ppb that meets standard laboratory  
22 QA/QC requirements (the “Reformulation Level”). Subject to Section 7 below, no allocation is  
23 made for naturally occurring Lead in food pursuant to 27 Cal. Code of Regs. § 25501.

24               **2.3       Market Withdrawal of Covered Products.** On or before the Effective Date and  
25 only to the extent not already done, each Settling Defendant shall: (i) cease shipping the specific  
26 Covered Products identified on the part of Exhibit A that relates to that Settling Defendant (the  
27 “Noticed Covered Products”) to stores and/or customers in California; (ii) withdraw the Noticed

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

10           2.4     **Supplier and Product Information.** Upon execution of this Consent Judgment  
11 and only to the extent not already done, each Settling Defendant shall provide full and complete  
12 information and supporting documentation as to each Covered Product as further specified on  
13 Exhibit B. Such information shall be provided and attested to under oath by an authorized officer  
14 of each such Settling Defendant. Each Settling Defendant shall cooperate and work in good faith  
15 to promptly answer any follow-up questions or requests for supporting documentation from CEH  
16 about the information and documents to be provided pursuant to this 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 in an effort to try to reach agreement on an appropriate  
22 cure for the alleged violation absent Court intervention. After such thirty (30) day period, the  
23 Party seeking to enforce may, by new action, motion or order to show cause before the Superior  
24 Court of San Francisco, seek to enforce the terms and conditions contained in this Consent  
25 Judgment.

26     **4.     PAYMENTS**

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

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

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

19                                   For United States Postal Service Delivery:

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

25                                   For Non-United States Postal Service Delivery:

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

The CEH portion of the civil penalty payment for the amount designated for each Settling

1 Defendant on Exhibit A as “Civil Penalty CEH Portion” shall be made payable to the Center For  
2 Environmental Health and associated with taxpayer identification number 94-3251981. This  
3 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA  
4 94117.

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

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

## 18 **5. MODIFICATION AND DISPUTE RESOLUTION**

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

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

## 25 **6. CLAIMS COVERED AND RELEASE**

26 6.1 This Consent Judgment is a full, final and binding resolution between CEH on  
27 behalf of itself and the public interest and each Settling Defendant, and their parents, subsidiaries,

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

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

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

## 20     **7.     EFFECT OF SUBSEQUENT SETTLEMENTS**

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

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1 currently feasible, as such term is defined in 27 Cal. Code Regs. § 22501.

2           7.2       Accordingly, if on or before January 1, 2019, the Court enters a Judgment or a  
3 Consent Judgment to which CEH is a party that resolves Proposition 65 claims asserted by CEH  
4 regarding failure to warn about Lead in Covered Products that: (i) sets forth a Reformulation Level  
5 containing an allocation of Lead that is naturally occurring under 27 Cal. Code Regs. §22501; or  
6 (ii) includes injunctive relief designed to ensure that the Lead in the Covered Products is not  
7 avoidable by good agricultural or good manufacturing practices and that the producer,  
8 manufacturer, distributor, or holder of the food is at all times utilizing quality control measures  
9 that reduce natural occurring Lead to the “lowest level currently feasible” as such term is defined  
10 in 27 Cal. Code Regs. §22501; or (iii) a combination of both, then a Settling Defendant may move  
11 the Court to modify the Reformulation Level in this Consent Judgment so that it is consistent with  
12 the reformulation requirement of such future Judgment or Consent Judgment. Prior to filing any  
13 such Motion the parties shall meet and confer in an attempt to agree on specific language  
14 regarding the modification pursuant to this Section. To the extent a Settling Defendant is a retailer  
15 or otherwise not involved in the farming, manufacture or processing of Covered Products, the  
16 modification may require that the Settling Defendant only purchase Covered Products from  
17 entities that comply with the injunctive requirements of such future Judgment or Consent  
18 Judgment. If the parties are unable to agree on specific language the Settling Defendant shall  
19 inform the Court of both parties position in the papers filed in support of the Motion to Modify  
20 this Consent Judgment.

21 **8.       PROVISION OF NOTICE**

22           8.1       When CEH is entitled to receive any notice under this Consent Judgment, the  
23 notice shall be sent by first class and electronic mail to:

24                               Eric S. Somers  
25                               Lexington Law Group  
26                               503 Divisadero Street  
27                               San Francisco, CA 94117  
28                               esomers@lexlawgroup.com

          8.2       When a Settling Defendant is entitled to receive any notice under this Consent



1 Judgment, the notice shall be sent by first class and electronic mail to the person(s) identified in  
2 Exhibit A for each such Settling Defendant.

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

5 **9. COURT APPROVAL**

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

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

11 **10. GOVERNING LAW AND CONSTRUCTION**

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

14 **11. ATTORNEYS' FEES**

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

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

26 11.3 Nothing in this Section 11 shall preclude a party from seeking an award of  
27 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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**16. EXECUTION IN COUNTERPARTS**

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

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

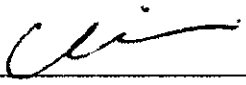
Dated: JAN 07 2015

ERNEST H. GOLDSMITH

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Judge of the Superior Court of the State of California

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**IT IS SO STIPULATED:**

Dated: <u>19 September</u> , 2014	CENTER FOR ENVIRONMENTAL HEALTH
	
	Printed Name
	CHARLIE PIZARRO
	Title
	ASSOCIATE DIRECTOR

Dated: _____, 2014	SETTLING DEFENDANT
	_____
	By
	Printed Name
	Title

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**IT IS SO STIPULATED:**

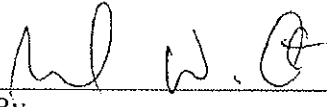
Dated: _____, 2014	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>
	_____
	Printed Name
	Title

Dated: _____, 2014	<b>SETTLING DEFENDANT</b>
	<u>Korean Farm Inc.</u>
	<u>Stu Rhee</u> By
	<u>Steven Rhee</u> Printed Name
	<u>President</u> Title

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**IT IS SO STIPULATED:**

Dated: _____, 2014	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  _____  _____ Printed Name  _____ Title
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Dated: <u>9/15</u> , 2014	<b>SETTLING DEFENDANT</b> <u>Oto's Japan Food, Inc.</u> <u></u> By <u>MICHAEL W OTO</u> Printed Name <u>MANAGER/OWNER</u> Title
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1 **IT IS SO STIPULATED:**

2 Dated: \_\_\_\_\_, 2014

**CENTER FOR ENVIRONMENTAL HEALTH**

7 \_\_\_\_\_  
Printed Name

9 \_\_\_\_\_  
Title

12 Dated: 9/22, 2014

**SETTLING DEFENDANT**

RHEE BROS, INC.

14 \_\_\_\_\_  
By

15 ROBIN RHEE  
Printed Name

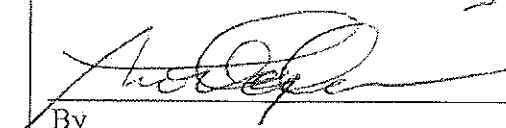
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PRINCIPAL

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**IT IS SO STIPULATED:**

Dated: _____, 2014	<p><b>CENTER FOR ENVIRONMENTAL HEALTH</b></p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p>
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Dated: <u>9/24</u> , 2014	<p><b>SETTLING DEFENDANT</b></p> <p><u>Falcon Trading Co., Inc</u></p> <p><u></u></p> <p>By</p> <p><u>MERTY COHEN</u></p> <p>Printed Name</p> <p><u>CEO</u></p> <p>Title</p>
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**IT IS SO STIPULATED:**

Dated: \_\_\_\_\_, 2014

**CENTER FOR ENVIRONMENTAL HEALTH**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Dated: 10-21, 2014

**SETTLING DEFENDANT**

San Young Market Inc.

Emily Kogami  
By

Emily Kogami  
Printed Name

Director.  
Title

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**EXHIBIT A**  
**Settling Defendants**

**Settling Defendant:** Oto's Japan Food, Inc.

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

Sugar Candy (Shoga Kokuto) SKU No. 4-530171-001170

A Taste Of Maui Crystalized Ginger SKU No. 0-08124-10255-6

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

Total Settlement Payment                   \$ 30,000

Civil Penalty OEHHA Portion               \$ 2,850

Civil Penalty CEH Portion                 \$ 950

Payment in Lieu of Civil Penalty         \$ 5,700

Attorneys' Fees and Costs                 \$ 19,500

Sanctions Payment<sup>1</sup>                         \$ 1,000

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

Victor Otten  
Otten Law, PC  
3620 Pacific Coast Highway #100  
Torrance, CA 90505  
Email: vic@ottenlawpc.com

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<sup>1</sup> CEH and Oto's agree that the \$1,000 sanction payment is in full satisfaction of the sanction set forth in the Court's July 14, 2014 Order Granting CEH's Motion to Compel. This sanctions check shall be made payable to Lexington Law Group and shall be due within five days of execution of this Consent Judgment.

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**EXHIBIT A**  
**Settling Defendants**

**Settling Defendant:** Korean Farm, Inc. and Rhee Bros., Inc., jointly and severally.

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

Crystallized Ginger, SKU No. 0-81652-09421-0

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:**

David Bolstad  
Safarian Choi Bolstad LLP  
555 South Flower Street, Suite 650  
Los Angeles, CA 90017  
Email: dbolstad@safarianchoi.com

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**EXHIBIT A**  
**Settling Defendants**

**Settling Defendant:** Falcon Trading Company

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

SunRidge Farms Bulk Crystallized Ginger  
Ginger Chunks Crystallized  
Ginger Diced Crystallized  
Ginger Chunks Crystallized, Cane Sweet, Organic  
SunRidge Tubs-Ginger, Crystallized  
SunRidge Fruit-Ginger, Crystallized  
SunRidge Fruit-Ginger, Crystallized, Organic

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

Total Settlement Payment	\$ 45,000
Civil Penalty OEHHA Portion	\$ 4,425
Civil Penalty CEH Portion	\$ 1,475
Payment in Lieu of Civil Penalty	\$ 8,850
Attorneys’ Fees and Costs	\$ 30,250

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

Corrie L. Plant  
Pillsbury Winthrop Shaw Pittman LLP  
725 South Figueroa Street, Suite 2800  
Los Angeles, CA 90017-5406  
[corrie.plant@pillsburylaw.com](mailto:corrie.plant@pillsburylaw.com)

Ronald Giannini  
Falcon Trading Company, Inc.  
423 Salinas Road  
Royal Oaks, CA 95076  
[rgiannini@sunridgefarms.com](mailto:rgiannini@sunridgefarms.com)

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**EXHIBIT A**  
**Settling Defendants**

**Settling Defendant:** San Young Market, Inc.

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

Min Ji Preserved Plums, SKU No. 6-91817-01281-4

Min Ji Preserved Plums, SKU No. 6-91817-01291-3

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

Total Settlement Payment           \$ 13,500

Civil Penalty OEHHA Portion       \$ 1,275

Civil Penalty CEH Portion         \$ 425

Payment in Lieu of Civil Penalty   \$ 2,600

Attorneys’ Fees and Costs         \$ 9,200

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

Jane Kearl  
Kendrick Jackson & Kearl  
2603 Main Street, Suite 700  
Irvine, CA 92614  
[jkearl@kjklawyers.com](mailto:jkearl@kjklawyers.com)

**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.

**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

ACH Food Companies, Inc.  
Amazon.com, Inc.  
American Roland Food Corporation  
B & V Enterprises, Inc.  
Buderim Ginger Limited  
Cost Plus, Inc.  
Dakota Brothers, Inc.  
Euromarket Designs, Inc.  
Frieda's, Inc.  
Foodnet Supermarkets, Inc.  
Fresh & Easy Neighborhood Market Inc.  
Garden Grove Superstore Inc.  
Goldstar Supermarket  
Island Pacific Supermarkets, Inc.  
Kam Lee Yuen Trading Co., Inc.  
Longchamp Corporation dba Lion Supermarket  
Marra Bros. Dist., Inc.  
Mrs. Gooch's Natural Food Markets, Inc.  
Nature's World LLC  
PANOS Brands, LLC  
Reed's, Inc.  
Roxy Trading Inc.  
Safeway Inc.

- 1 San Pablo Supermarket, Inc.
- 2 Seawind International, LLC
- 3 Shun Fat Supermarket, Inc.
- 4 Sincerely Nuts, Inc.
- 5 Sunflower Farmers Markets, LLC
- 6 Tawa Supermarket, Inc.
- 7 Torn & Glasser, Inc.
- 8 Trader Joe's Company
- 9 Wal-Mart Stores, Inc.
- 10 Whole Foods Market California, Inc.
- 11 Y-Opco, LLC

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