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**FILED**  
San Francisco County Superior Court

JUL 02 2014

CLERK OF THE COURT  
BY: *Jessy Fiscal*  
Deputy Clerk

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

CENTER FOR ENVIRONMENTAL HEALTH,  
Plaintiff,  
v.  
TRADER JOE'S COMPANY, *et al.*,  
Defendants.

Case No. CGC-12-527270

~~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 identified on Exhibit A (collectively, the "Settling Defendants"). Exhibit A further identifies the Settling Defendants as either Manufacturer Settling Defendants or Retailer/Distributor Settling Defendants. Plaintiff and Settling Defendants are defined as the "Parties." The Parties enter into this Consent Judgment

1 to settle certain claims asserted by CEH against Settling Defendants as set forth in the operative  
2 complaint (the "Complaint") in the above-captioned matter. This Consent Judgment covers  
3 confectionery licorice products ("Licorice Products") sold or offered for sale by Settling  
4 Defendants.

5 1.2 Beginning on October 8, 2012, CEH served multiple 60-day Notices of  
6 Violation under Proposition 65, alleging that Settling Defendants violated Proposition 65 by  
7 exposing persons to lead and lead compounds ("Lead") contained in Licorice Products without  
8 first providing a clear and reasonable Proposition 65 warning.

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

11 1.4 On December 19, 2012, CEH filed the original Complaint in this matter.  
12 On February 21, 2013, CEH filed the operative First Amended Complaint in this matter.

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

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

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1                   **2.                   INJUNCTIVE RELIEF**

2                   2.1                   **Reformulation Level.** The Reformulation Level for Licorice Products is  
3 35 parts per billion (“ppb”) or less of Lead by weight. Such concentrations shall be determined by  
4 use of a test using ICP-MS equipment with a level of detection of at least 20 ppb that meets  
5 standard laboratory QA/QC requirements (“Test Protocol”).<sup>1</sup>

6                   2.2                   **Specification Notice to Vendors of Reformulation Level.** To the extent it  
7 has not already done so, no more than thirty (30) days after the date of entry of this Consent  
8 Judgment (“Effective Date”), each Settling Defendant that purchases Licorice Products from a  
9 third party shall provide the Reformulation Levels to each of its Licorice Products suppliers that  
10 are not Settling Defendants and shall instruct each such Licorice Products supplier to provide it  
11 with Licorice Products that do not exceed the Reformulation Levels. If during the next five (5)  
12 year period, a Settling Defendant purchases Licorice Products from a third party that it has not  
13 previously provided with instructions regarding the Reformulation Levels, the Settling Defendant  
14 shall provide the Reformulation Levels to the new Licorice Product supplier when placing an  
15 initial order for Licorice Products and instruct the new Licorice Product supplier to provide it with  
16 Licorice Products that do not exceed the Reformulation Levels. Each Settling Defendant shall  
17 retain records of communications sent to and received from suppliers that reflect its compliance  
18 with the communication requirements of this Section for a period of three (3) years and shall make  
19 such records available to CEH on reasonable request.

20                   2.3                   **Reformulation of Licorice Products:** After April 1, 2014, Manufacturer  
21 Settling Defendants shall not manufacture, purchase, ship, offer for sale, sell or otherwise  
22 introduce into the California marketplace any Licorice Products that do not meet the  
23 Reformulation Level. In addition, Manufacturer Settling Defendants and CEH agree that after  
24 December 1, 2014, Manufacturer Settling Defendants shall not ship, offer for sale, sell or  
25 otherwise introduce into the United States marketplace outside California any Licorice Products

26 \_\_\_\_\_  
27 <sup>1</sup> Sampling to assess compliance with the Reformulation Levels shall be based on testing of either  
28 an aggregate of all licorice contained in a single and discrete package, bag or box as is typically  
sold in retail, or the average results of any multiple test results from the same aggregate sample.

1 that do not meet the Reformulation Level.

2           2.4           **Good Faith Commitment to Further Lead Reduction:** During the three  
3 (3) years following the Effective Date, each Manufacturer Settling Defendant shall continue in  
4 good faith to attempt to further reduce the Lead content of its Licorice Products until such Licorice  
5 Products have a consistent Lead content of less than 13 ppb. These efforts shall include, at a  
6 minimum, efforts to further adjust recipes and formulas that will reduce Lead content in finished  
7 Licorice Products and attempts to secure Licorice Product ingredients with lower Lead content.  
8 On each of the first three anniversaries of the Effective Date, each Manufacturer Settling  
9 Defendant shall submit to CEH a written report of the activities it has undertaken to effectuate its  
10 good faith commitment to further reduction of the Lead content of its Licorice Products. If a  
11 Manufacturer Settling Defendant has test results demonstrating that all of its Licorice Products  
12 have a consistent Lead content of less than 13 ppb, it shall provide such documentation to CEH  
13 and the parties shall meet and confer and if CEH and the Manufacturer Settling Defendant agree  
14 that all of the Manufacturer Settling Defendant's Licorice Products have a consistent Lead content  
15 of less than 13 ppb, that Manufacturer Settling Defendant need not submit any subsequent annual  
16 report to CEH regarding further reduction of Lead content of its Licorice Products. If the Parties  
17 fail to agree, the Manufacturer Settling Defendant may seek relief from the Court upon a showing  
18 consistent with this Section.

19 **3.                   ENFORCEMENT**

20           3.1           **General Enforcement Provisions.** CEH may, by motion or application for  
21 an order to show cause before this Court, enforce the terms and conditions contained in this  
22 Consent Judgment. Any action to enforce alleged violations of Section 2.3 by a Settling  
23 Defendant shall be brought exclusively pursuant to this Section 3, and as applicable be subject to  
24 the meet and confer requirement of Section 3.2.4.

25           3.2           **Enforcement of Reformulation Commitment.**

26                   3.2.1           **Notice of Violation.** In the event that, at any time following the  
27 relevant dates set out in Section 2.3, CEH identifies a Licorice Product manufactured, distributed,  
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1 or sold by a Manufacturer Settling Defendant for which CEH has laboratory test results showing  
2 that the Manufacturer Settling Defendant violated Section 2.3, CEH may issue a Notice of  
3 Violation pursuant to this Section.

4 3.2.2 **Service of Notice of Violation and Supporting Documentation.**

5 3.2.2.1 Subject to Section 3.2.1, the Notice of Violation shall be sent  
6 to the person(s) identified in Exhibit A to receive notices for the Manufacturer Settling Defendant,  
7 and must be served within 45 days of the date the Licorice Products at issue were purchased or  
8 otherwise acquired by CEH, provided, however, that CEH may have up to an additional 45 days to  
9 send the Notice of Violation if, notwithstanding CEH's good faith efforts, the test data required by  
10 Section 3.2.2.2 below cannot be obtained by CEH from its laboratory before expiration of the  
11 initial 45 day period.

12 3.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a)  
13 the date the alleged violation was observed, (b) the location at which the Licorice Products were  
14 offered for sale, (c) a description of the Licorice Products giving rise to the alleged violation,  
15 including the name and address of the retail store where the sample was obtained and if available  
16 information that identifies the product lot, such as the "best by" or "sell by" date, and (d) all test  
17 data<sup>2</sup> obtained by CEH regarding the Licorice Products and supporting documentation sufficient  
18 for validation of the test results, including any laboratory reports, quality assurance reports and  
19 quality control reports associated with testing of the Licorice Products. Such Notice of Violation  
20 shall be based upon the Test Protocol. Wipe, swipe, swab and X-ray fluorescence testing are not  
21 sufficient to support a Notice of Violation. As an alternative, CEH may rely on testing conducted  
22 and published by the California Department of Public Health ("CDPH") to support a Notice of  
23 Violation, so long as CEH first obtains a full description of the Licorice Product tested, including  
24 any information that is available from CDPH that would identify the product lot, such as a "best  
25 by" or "sell by" date, and makes a good faith attempt to obtain information on the location at  
26 which the Licorice Product was offered for sale, and the date the product was obtained by CDPH.

27 <sup>2</sup> To support a Notice of Violation, CEH shall provide a minimum of two tests per Notice of Violation.

1 CEH shall share any such information with the Manufacturer Settling Defendant. Should CEH be  
2 unable to obtain any such information, the Manufacturer Settling Defendant shall contact CDPH  
3 and request such information and shall share such information with CEH upon receipt from  
4 CDPH.

5           3.2.3           **Notice of Election of Response.** No more than 30 days after  
6 service of a Notice of Violation, the Manufacturer Settling Defendant shall provide written notice  
7 to CEH whether it elects to contest the allegations contained in a Notice of Violation (“Notice of  
8 Election”). Failure to provide a Notice of Election within 30 days of service of a Notice of  
9 Violation shall be deemed an election to contest the Notice of Violation.

10           3.2.3.1           If a Notice of Violation is contested, the Notice of Election  
11 shall include all then-available documentary evidence regarding the alleged violation, including all  
12 test data, if any. If the Manufacturer Settling Defendant or CEH later acquires additional test or  
13 other data regarding the alleged violation, it shall notify the other party and promptly provide all  
14 such data or information to the party. Any test data used to contest a Notice of Violation shall  
15 meet the criteria of Section 3.2.2.2.

16           3.2.4           **Meet and Confer.** If a Notice of Violation is contested, CEH and  
17 Manufacturer Settling Defendant shall meet and confer to attempt to resolve their dispute. Within  
18 30 days of serving a Notice of Election contesting a Notice of Violation, and if no enforcement  
19 action or application has been filed by CEH pursuant to Section 3.1, the Manufacturer Settling  
20 Defendant may withdraw the original Notice of Election contesting the violation and serve a new  
21 Notice of Election conceding the violation, provided however that the Manufacturer Settling  
22 Defendant shall pay \$2,500 in addition to any payment required under this Consent Judgment. At  
23 any time, CEH may withdraw a Notice of Violation, in which case for purposes of this Section 3.2  
24 the result shall be as if CEH never issued any such Notice of Violation. If no informal resolution  
25 of a Notice of Violation results within 30 days of a Notice of Election to contest, CEH may file an  
26 enforcement motion or application pursuant to Section 3.1. In any such proceeding, CEH may  
27 seek whatever fines, costs, penalties, attorneys’ fees or other remedies are provided by law for  
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1 failure to comply with the Consent Judgment.

2                   3.2.5                   **Non-Contested Matters.** If the Manufacturer Settling Defendant  
3 elects not to contest the allegations in a Notice of Violation, it shall identify on a confidential basis  
4 to CEH (by proper name, address of principal place of business and telephone number) the person  
5 or entity that sold the Licorice Products to the Manufacturer Settling Defendant and the  
6 manufacturer and other entities in the chain of distribution of the Licorice Product, provided that  
7 such information is reasonably available. In addition, the Settling Defendant shall undertake  
8 corrective action and make payments, if any, as set forth below.

9                   3.2.5.1                   If the test data provided by CEH in support of the Notice of  
10 Violation reports a Lead content in a Licorice Product above the Reformulation Level but less than  
11 70 ppb, then the Manufacturer Settling Defendant shall take the following corrective action and  
12 make the following payments, if any:

13                                   (a) The Manufacturer Settling Defendant shall include in its Notice  
14 of Election a detailed description with supporting documentation of the corrective action that it has  
15 undertaken or proposes to undertake to address the alleged violation. Any such correction shall, at  
16 a minimum, provide reasonable assurance that the Manufacturer Settling Defendant has stopped  
17 selling or offering for sale in California all Licorice Products having the same lot number or lot  
18 identifier, such as "best by" or "sell by" date, as that of the Licorice Products identified in CEH's  
19 Notice of Violation. The Manufacturer Settling Defendant shall make available to CEH for  
20 inspection and/or copying records and correspondence regarding the corrective action. If there is a  
21 dispute over the corrective action, the Manufacturer Settling Defendant and CEH shall meet and  
22 confer pursuant to Section 3.2.4 before seeking any remedy in court. Provided, that in no case  
23 shall Plaintiffs issue more than one NOV per manufacturing lot of Licorice Products.

24                                   (b) If the Notice of Violation is the first or second Notice of  
25 Violation received by a Manufacturer Settling Defendant under Section 3.2.5.1 that was not  
26 successfully contested or withdrawn, no payment shall be required by that Manufacturer Settling  
27 Defendant. If the Notice of Violation is the third, fourth or fifth Notice of Violation received by a  
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1 Manufacturer Settling Defendant under Section 3.2.5.1 that was not successfully contested or  
2 withdrawn, that Manufacturer Settling Defendant shall pay \$2,500 for each Notice of Violation. If  
3 a Manufacturer Settling Defendant has received more than five Notices of Violation under Section  
4 3.2.5.1 that were not successfully contested or withdrawn, that Manufacturer Settling Defendant  
5 shall pay \$5,000 for each subsequent Notice of Violation. If a Manufacturer Settling Defendant  
6 produces with its Notice of Election Test Data from the manufacturer or supplier of the Licorice  
7 Product that: (i) was conducted prior to the date CEH purchased the Licorice Product that is the  
8 subject of the Notice of Violation; (ii) was conducted on Licorice Product that was from the same  
9 manufacturing lot as the Licorice Product that is the subject of the Notice of Violation; and (iii)  
10 demonstrates Lead levels below the Reformulation Level, then any payment under this Section  
11 shall be decreased by fifty percent.

12 (c) Notwithstanding Section 3.2.5.1(b), if the Notice of Violation  
13 was based on a Licorice Product that was sold outside of California, there shall be no payment  
14 pursuant to this Section.

15 3.2.5.2 If the test data provided by CEH in support of the Notice of  
16 Violation reports a Lead content in a Licorice Product of more than 70 ppb, then the Manufacturer  
17 Settling Defendant shall take the following corrective action and make the following payments:

18 (a) The Manufacturer Settling Defendant shall include in its Notice  
19 of Election a detailed description with supporting documentation of the corrective action that it has  
20 undertaken or proposes to undertake to address the alleged violation. Any such correction shall, at  
21 a minimum, provide reasonable assurance that the Manufacturer Settling Defendant has stopped  
22 selling or offering for sale all Licorice Products having the same lot number or lot identifier, such  
23 as “best by” or “sell by” date, as that of the Licorice Product identified in CEH’s Notice of  
24 Violation (the “Noticed Licorice Products”), removed the Noticed Licorice Product from the  
25 market and sent instructions to any of its stores and/or customers that offer the Noticed Licorice  
26 Products for sale to cease offering the Noticed Licorice Products for sale and to either return all  
27 Noticed Licorice Products to the Manufacturer Settling Defendant for destruction, or to directly



1 destroy the Noticed Licorice Products. The Manufacturer Settling Defendant shall keep and make  
2 available to CEH for inspection and copying records and correspondence regarding the market  
3 withdrawal and destruction of the Noticed Licorice Products. If there is a dispute over the  
4 corrective action, the Manufacturer Settling Defendant and CEH shall meet and confer before  
5 seeking any remedy in court. In no case shall Plaintiff issue more than one NOV per  
6 manufacturing lot of Licorice Product.

7 (b) If the Notice of Violation is the first Notice of Violation  
8 received by a Manufacturer Settling Defendant under Section 3.2.5.2 that was not successfully  
9 contested or withdrawn, no payment shall be required by that Manufacturer Settling Defendant. If  
10 the Notice of Violation is the second, third or fourth Notice of Violation received by a  
11 Manufacturer Settling Defendant under Section 3.2.5.2 that was not successfully contested or  
12 withdrawn, that Manufacturer Settling Defendant shall pay \$8,000 for each Notice of Violation. If  
13 a Manufacturer Settling Defendant has received more than four Notices of Violation under Section  
14 3.2.5.2 that were not successfully contested or withdrawn, that Manufacturer Settling Defendant  
15 shall pay \$12,000 for each Notice of Violation. If a Manufacturer Settling Defendant produces  
16 with its Notice of Election Test Data from the manufacturer or supplier of the Licorice Product  
17 that: (i) was conducted prior to the date CEH purchased the Licorice Product that is the subject of  
18 the Notice of Violation; (ii) was conducted on Licorice Product that was from the same  
19 manufacturing lot as the Licorice Product that is the subject of the Notice of Violation; and (iii)  
20 demonstrates Lead levels below the Reformulation Level, then any payment under this Section  
21 shall be decreased by fifty percent.

22 3.2.6 **Payments.** Any payments under Section 3.2 shall be made by  
23 check payable to the "Lexington Law Group" and shall be paid within 30 days of service of a  
24 Notice of Election triggering a payment and which shall be used as reimbursement for costs for  
25 investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse  
26 attorneys' fees and costs incurred in connection with these activities.

27 3.2.7 **Repeat Violations.** If a Manufacturer Settling Defendant has  
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1 received four or more Notices of Violation that were not successfully contested or withdrawn in  
2 any 12-month period then, at CEH's option, CEH may seek whatever fines, costs, penalties,  
3 attorneys' fees or other remedies that are provided by law for failure to comply with the Consent  
4 Judgment. Prior to seeking such relief, CEH shall meet and confer with the Manufacturer Settling  
5 Defendant for at least 30 days to determine if the Manufacturer Settling Defendant and CEH can  
6 agree on measures that the Manufacturer Settling Defendant can undertake to prevent future  
7 violations.

8 **4. PAYMENTS**

9 **4.1 Payments by Settling Defendants.** Within five (5) days of the entry of this  
10 Consent Judgment, payment shall be made in the amount provided for that Settling Defendant on  
11 Exhibit A as further set forth in this Section. If a Manufacturer Settling Defendant agrees to make  
12 payment for and on behalf of a Retailer/Distributor Settling Defendant and fails to do so within  
13 five (5) days of the entry of this Consent Judgment, written notice shall first be given by Plaintiff  
14 to the Retailer/Distributor Settling Defendant and the Retailer/Distributor Settling Defendant shall  
15 have an additional ten (10) days after the date of the notice to make payment.

16 **4.2 Allocation of Payments.** The total settlement amount for each Settling  
17 Defendant shall be paid in three separate checks in the amounts specified on Exhibit A and  
18 delivered to the offices of the Lexington Law Group (Attn: Eric S. Somers), 503 Divisadero  
19 Street, San Francisco, California 94117. Any failure by a Settling Defendant to comply with the  
20 payment terms herein shall be subject to a stipulated late fee in the amount of \$100 for each day  
21 after the delivery date the payment is received. The late fees required under this Section shall be  
22 recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought  
23 pursuant to Section 3 of this Consent Judgment. The funds paid by each Settling Defendant shall  
24 be allocated as set forth on Exhibit A for each Settling Defendant between the following  
25 categories and made payable as follows:

26 **4.2.1** A civil penalty pursuant to Health & Safety Code § 25249.7(b). CEH shall  
27 apportion this payment in accordance with Health & Safety Code § 25249.12 (25% to CEH and  
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1 75% to the State of California's Office of Environmental Health Hazard Assessment).  
2 Accordingly, the civil penalty payment check for the amount designated for each Settling  
3 Defendant on Exhibit A as Civil Penalty shall be made payable to the "Center for Environmental  
4 Health" and associated with taxpayer identification number 94-3251981.

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  
15 and costs. The attorneys' fees and costs reimbursement check shall be made payable to the  
16 Lexington Law Group and associated with taxpayer identification number 94-3317175.

17 **5. MODIFICATION AND DISPUTE RESOLUTION**

18 5.1 **Modification.** This Consent Judgment may be modified from time to time  
19 by 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  
22 Judgment shall attempt in good faith to meet and confer with all affected Parties prior to filing a  
23 motion to 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  
26 on behalf of itself and the public interest and each Settling Defendant, and their parents,  
27 subsidiaries, affiliated entities that are under common ownership, directors, officers, employees,

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

7           6.2           The release set forth in Section 6.1 shall also apply to Licorice Products  
8 sold by a Retailer/Distributor Settling Defendant that were purchased prior to April 1, 2014 but  
9 sold thereafter.

10           6.3           CEH, acting in the public interest, releases, waives, and forever discharges  
11 any and all claims against each Settling Defendant, Defendant Releasees, and Downstream  
12 Releasees arising from any violation of Proposition 65 that has been or could have been asserted  
13 regarding the failure to warn about exposure to Lead arising in connection with Licorice Products  
14 manufactured, distributed or sold by a Settling Defendant prior to the Effective Date.

15           6.4           CEH, for itself only, releases, waives, and forever discharges any and all  
16 claims against each Settling Defendant, Defendant Releasees, and Downstream Releasees arising  
17 from any violation of Proposition 65 or any other statutory or common law claim that has been or  
18 could have been asserted regarding the failure to warn about exposure to Lead arising in  
19 connection with Licorice Products manufactured, distributed or sold by a Settling Defendant prior  
20 to the Effective Date.

21           6.5           Compliance with the terms of this Consent Judgment by a Manufacturer  
22 Settling Defendant and that Settling Defendant’s Defendant Releasees shall constitute compliance  
23 with Proposition 65 by such Settling Defendant, that Settling Defendant’s Defendant Releasees  
24 and that Settling Defendant’s Downstream Releasees with respect to any alleged failure to warn  
25 about Lead in Licorice Products manufactured, distributed or sold by that Settling Defendant after  
26 the Effective Date.

27           6.6           Nothing in this Consent Judgment affects CEH’s right to commence or  
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1 prosecute an action under Proposition 65 against any person other than a Settling Defendant,  
2 Defendant Releasees, or Downstream Releasees. Nothing in this Consent Judgment affects CEH's  
3 right to commence or prosecute an action under Proposition 65 against a Settling Defendant  
4 related to exposure to Lead from Licorice Products that do not meet the Reformulation Levels  
5 after the dates set out in Section 2.3.

6 **7. PROVISION OF NOTICE**

7 7.1 When CEH is entitled to receive any notice under this Consent Judgment,  
8 the notice shall be sent by first class and electronic mail to:

9 Eric S. Somers  
10 Lexington Law Group  
11 503 Divisadero Street  
12 San Francisco, CA 94117  
13 [esomers@lexlawgroup.com](mailto:esomers@lexlawgroup.com)

14 7.2 When a Settling Defendant is entitled to receive any notice under this  
15 Consent Judgment, the notice shall be sent by first class and electronic mail to the person(s)  
16 identified in Exhibit A for each such Settling Defendant.

17 7.3 Any Party may modify the person and address to whom the notice is to be  
18 sent by sending the other Party notice by first class and electronic mail.

19 **8. COURT APPROVAL**

20 8.1 This Consent Judgment shall become effective on the Effective Date. CEH  
21 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants  
22 shall support approval of such Motion.

23 8.2 If this Consent Judgment is not entered by the Court, it shall be of no force  
24 or effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
25 purpose, other than to allow the Court to determine if there was a material breach of Section 8.1.

26 **9. GOVERNING LAW AND CONSTRUCTION**

27 9.1 The terms of this Consent Judgment shall be governed by the laws of the  
28 State of California.

1           **10.           ATTORNEYS' FEES**

2           10.1           A Party who unsuccessfully brings or contests an action arising out of this  
3 Consent Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and  
4 costs unless the unsuccessful Party has acted with substantial justification. For purposes of this  
5 Consent Judgment, the term substantial justification shall carry the same meaning as used in the  
6 Civil Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

7           10.2           Notwithstanding Section 10.1, a Party who prevails in a contested  
8 enforcement action brought pursuant to Section 3 may seek an award of attorneys' fees pursuant to  
9 Code of Civil Procedure §1021.5 against a Party that acted with substantial justification. The  
10 Party seeking such an award shall bear the burden of meeting all of the elements of §1021.5, and  
11 this provision shall not be construed as altering any procedural or substantive requirements for  
12 obtaining such an award.

13           10.3           Nothing in this Section 10 shall preclude a party from seeking an award of  
14 sanctions pursuant to law.

15           **11.           ENTIRE AGREEMENT**

16           11.1           This Consent Judgment contains the sole and entire agreement and  
17 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior  
18 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby  
19 merged herein and therein. There are no warranties, representations, or other agreements between  
20 the Parties except as expressly set forth herein. No representations, oral or otherwise, express or  
21 implied, other than those specifically referred to in this Consent Judgment have been made by any  
22 Party hereto. No other agreements not specifically contained or referenced herein, oral or  
23 otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements  
24 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind  
25 any of the Parties hereto only to the extent that they are expressly incorporated herein. No  
26 supplementation, modification, waiver, or termination of this Consent Judgment shall be binding  
27 unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of  
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1 this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions  
2 hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

3 **12. RETENTION OF JURISDICTION**

4 12.1 This Court shall retain jurisdiction of this matter to implement or modify  
5 the Consent Judgment.

6 **13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

7 13.1 Each signatory to this Consent Judgment certifies that he or she is fully  
8 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter into  
9 and execute the Consent Judgment on behalf of the Party represented and legally to bind that  
10 Party.

11 **14. NO EFFECT ON OTHER SETTLEMENTS**

12 14.1 Nothing in this Consent Judgment shall preclude CEH from resolving any  
13 claim against an entity that is not a Settling Defendant on terms that are different than those  
14 contained in this Consent Judgment.

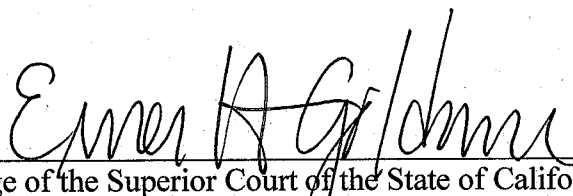
15 **15. EXECUTION IN COUNTERPARTS**

16 15.1 The stipulations to this Consent Judgment may be executed in counterparts  
17 and by means of facsimile or portable document format (pdf), which taken together shall be  
18 deemed to constitute one document.

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

21 Dated:

22 JUL 02 2014


23   
24 \_\_\_\_\_  
25 Judge of the Superior Court of the State of California

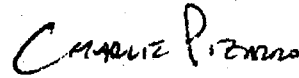
26 **ERNEST H. GOLDSMITH**

1 **IT IS SO STIPULATED:**

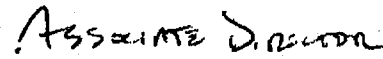
2 Dated: Jan 30, 2014

**CENTER FOR ENVIRONMENTAL HEALTH**

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7 Printed Name

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9 Title

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Dated: Jan 31, 2014

SETTLING DEFENDANT



Albertson's LLC



Printed Name  
Daniel S. Day  
Lead Counsel, Litigation,  
Regulatory & Compliance

Title

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Dated: <u>January 19</u> 2014	SETTLING DEFENDANT
	<u>J. Kretchmer</u>
	<u>American License Company</u>
	<u>John R. Kretchmer</u> Printed Name
	<u>CEO</u> Title

1 Dated: 1/17, 2014

SETTLING DEFENDANT

2 Best Bath & Beyond Inc.

3  
4 Allan N. Rauch

5 *KRS*

6 Allan N. Rauch

7 Printed Name

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9 VP- Legal and General Counsel

10 Title

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Dated: 1/28, 2014

SETTLING DEFENDANT

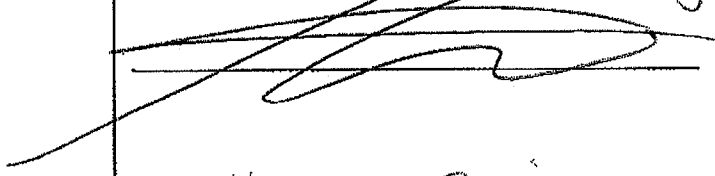
Cost Plus, Inc.  
*Jane L. Barkman*  
Printed Name  
President  
Title

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Dated: 22 Jan, 2014

SETTLING DEFENDANT

Darrell Lea Confectionery Co  
Jpty Ltd



Anthony Quinn  
Printed Name

Director  
Title

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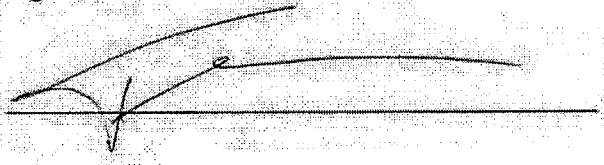
Dated: 01/15, 2014

SETTLING DEFENDANT  
FALCON TRADING COMPANY, INC.  
Ronald Giannini  
RONALD GIANNINI  
Printed Name  
GENERAL MANAGER  
Title

1 Dated: 27 Jan, 2014

SETTLING DEFENDANT

2 Figi's Companies, Inc., successor-in-interest to  
3 Figi's, Inc.

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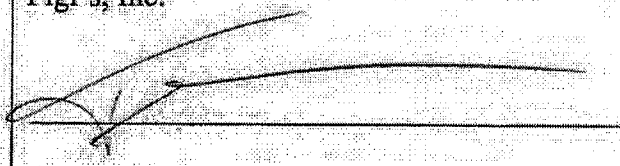
6 Tim Scobie  
7 Printed Name:

8 General Counsel  
9 Title

1 Dated: 27 Jan, 2014

SETTLING DEFENDANT

2  
3 Figi's Wholesale, Inc., successor-in-interest to  
Figi's, Inc.

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6 Tim Scobie  
7 Printed Name:

8  
9 General Counsel  
10 Title



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Dated: Jan. 24, 2014

**SETTLING DEFENDANT**

First Source, LLC, formerly Wythe Will  
Tzetzo, LLC

By: Keith W. McDaniel

Keith McDaniel

Printed Name

Chief Executive Officer

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Dated: 1-28, 2014

SETTLING DEFENDANT

Gelson's Markets

Shumil Patel

Shumil Patel

Printed Name

HR + Risk Manager

Title

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Dated: Jan. 22, 2014

SETTLING DEFENDANT

  
\_\_\_\_\_

IT'SUGAR LLC  
\_\_\_\_\_

Jeff Rubin  
\_\_\_\_\_

Printed Name

CEO  
\_\_\_\_\_

Title

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Dated: JAN 23, 2014

SETTLING DEFENDANT

J. SOSNICK and SON

Jeffrey H. Sosnick

JEFFREY H. SOSNICK

Printed Name

President

Title

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Dated: Jan 24, 2014

SETTLING DEFENDANT

INC International

*Hersi Green*

Hersi Green

Printed Name

VP

Title

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Dated: 1/24, 2014

SETTLING DEFENDANT  
Kenny's Landy Co.  
Kurt Nelson  
Kurt Nelson  
Printed Name  
COO  
Title

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Dated: January 15, 2014

SETTLING DEFENDANT



Lucky Country Inc.

Billy Henry


Printed Name

President & CEO

Title

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Dated: 1/27, 2014

SETTLING DEFENDANT  
Marshalls of CA, LLC and Marshalls of MA, Inc.  
  
Colleen Henschke  
Printed Name  
VP, Legal  
Title



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Dated: JAN. 18, 2014

SETTLING DEFENDANT  
MELSHIRE DFW L.P.  
NATALIE'S CANDY JAR

Signed: Cielo M. Taub

CIELO M. TAUB

Printed Name

MANAGING PARTNER

Title

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Dated: FEB. 28<sup>th</sup>, 2014

SETTLING DEFENDANT

Orkla Confectionary & Snacks Finland AB,  
successor-in-interest to Oy Panda Ab



PASI FLINKMAN

Printed Name

CEO

Title

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Dated: January 27, 2014

SETTLING DEFENDANT

Raley's

Helen S. Singmaster

Printed Name

General Counsel

Title

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Dated: 1/14, 2014

SETTLING DEFENDANT

Renwood Andronico Lending I, LLC  
dba Andronico's Community Markets

John Claugher

Printed Name



Title

CEO

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Dated: 22 JAN, 2014

SETTLING DEFENDANT

*R. Halliwell*

(AJ'S LICORICE LTD)

ROGER HALLIWELL

Printed Name

MANAGING DIRECTOR / OWNER

Title

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Dated: January 29, 2014

SUNFLOWER FARMERS MARKETS, LLC



Brandon Lombardi  
Printed Name

Chief Legal Officer  
Title

Dated: January 27, 2014

SF MARKETS, LLC



Brandon Lombardi  
Printed Name

Chief Legal Officer  
Title

Dated: January 27, 2014

HENRY'S HOLDINGS, LLC



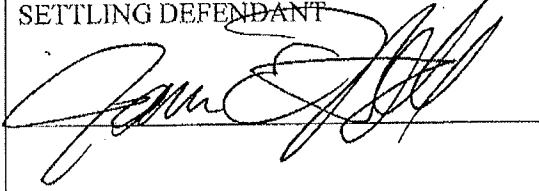
Brandon Lombardi  
Printed Name

Chief Legal Officer  
Title

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Dated: 1/23, 2014

SETTLING DEFENDANT



James Hall

Printed Name

CFO/COD Vermont County Store

Title

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Dated: 1/22, 2014

SETTLING DEFENDANT

Trader Joe's Company



MITCHELL NADLER  
Printed Name

CFO  
Title



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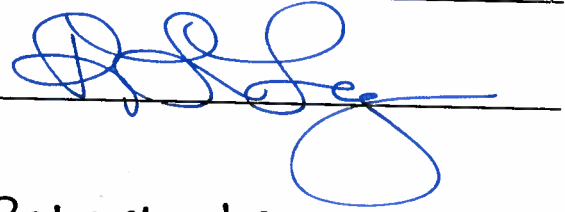
Dated: <u>Jan. 22, 2014</u>	SETTLING DEFENDANT
	<u>Walgreen Co.</u>
	<u>Robert J. Gas</u>
	<u>Robert J. Gas</u> Printed Name
	<u>Insurance Manager, Walgreen Co.</u> Title

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Dated: Jan 31, 20184

SETTLING DEFENDANT

Whole Foods Market California, Inc.



Roberta Lang  
Printed Name

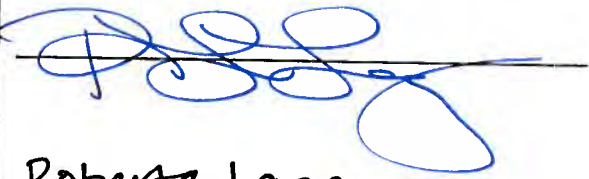
General Counsel & EVP of Legal Affairs  
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Dated: Jan 31, 20174

SETTLING DEFENDANT

Mrs. Gooch's Natural Foods  
Market, Inc.



Roberta Lang  
Printed Name

General Counsel & GVP of Legal  
Title Affairs

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

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**Settling Defendant:** Albertson’s LLC

**1. Type of Defendant:**  
Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys’ Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Bruce Nye  
Adams Nye Becht LLP  
222 Kearny St., 7th Floor  
San Francisco, CA 94108  
bnye@adamsnye.com

Daniel S. Day, Lead Counsel, Litigation and Regulatory Compliance  
Albertson’s LLC | Boise Home Office  
250 Parkcenter Blvd.  
Boise, ID 83706  
daniel.day@albertsons.com

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

**Settling Defendant:** American Licorice Company

1. **Type of Defendant:** Manufacturer Defendant

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

Total Settlement Payment	\$110,000
Civil Penalty	\$ 14,600
Payment in Lieu of Civil Penalty	\$ 21,900
Attorneys' Fees and Costs	\$ 73,500

3. **Person(s) to Receive Notices Pursuant to Section 7:**

Lauren Michals  
Nixon Peabody LLP  
One Embarcadero Center, 18<sup>th</sup> Floor  
San Francisco, CA 94111  
[lmichals@nixonpeabody.com](mailto:lmichals@nixonpeabody.com)

John Nelson  
Chief Operations Officer  
American Licorice  
PO Box 826  
Union City, CA 94587

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

**Settling Defendants:** Bed Bath & Beyond and its affiliated subsidiary Cost Plus, Inc.

**1. Type of Defendant**

Retailer/Distributor Defendant

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

Total Settlement Payment	\$37,500
Civil Penalty	\$ 4,930
Payment in Lieu of Civil Penalty	\$ 7,400
Attorneys' Fees and Costs	\$25,170

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Merrit Jones  
Bryan Cave LLP  
560 Mission Street, 25th Floor  
San Francisco, California 94105  
[merrit.jones@bryancave.com](mailto:merrit.jones@bryancave.com)

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

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**Settling Defendant:** Darrell Lea Confectionery Co. Pty. Ltd.

**1. Type of Defendant:**

Manufacturer Defendant

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

Total Settlement Payment	\$110,000
Civil Penalty	\$ 14,600
Payment in Lieu of Civil Penalty	\$ 21,900
Attorneys' Fees and Costs	\$ 73,500

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Lauren Michals  
Nixon Peabody LLP  
One Embarcadero Center, 18<sup>th</sup> Floor  
San Francisco, CA 94111  
[lmichals@nixonpeabody.com](mailto:lmichals@nixonpeabody.com)

Rex De Vantier  
Group General Manager  
Darrell Lea Confectionery Co Pty Ltd  
77-79 Lahr's Road  
YATALA QLD 4207  
Australia  
[rex@vippetfoods.com.au](mailto:rex@vippetfoods.com.au)

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

**Settling Defendant:** Falcon Trading Company, Inc. dba SunRidge Farms, Inc.

**1. Type of Defendant:**

Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys' Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

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:** Figi's, Inc., through its successors in interest Figi's Companies, Inc. and Figi's Wholesale, Inc.

**1. Type of Defendant:**

Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys' Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Joshua Bloom  
Barg Coffin Lewis & Trapp, LLP  
350 California Street, 22<sup>nd</sup> Floor  
San Francisco, CA 94104  
jab@bcltlaw.com

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

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**Settling Defendant:** First Source, LLC, formerly Wythe Will Tzetzso, LLC

**1. Type of Defendant:**  
Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys’ Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Tim Mullin  
Miles & Stockbridge P.C.  
100 Light Street  
Baltimore, MD 21202  
tmullin@milesstockbridge.com

Edward Hugo  
Brydon Hugo & Parker  
135 Main Street, 20<sup>th</sup> Floor  
San Francisco, CA 94105  
ehugo@bhplaw.com

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

**Settling Defendant:** Gelson's Markets

**1. Type of Defendant:**

Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys' Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Kent D. Mattson  
Pemberton, Sorlie, Rufer & Kershner, PLLP  
110 N. Mills Street  
Fergus Falls, MN 56537  
k.mattson@pemplaw.com

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

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**Settling Defendant: IT'SUGAR LLC**

**1. Type of Defendant:**

Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys' Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Betsy McDaniel  
Sheppard Mullin Richter & Hampton LLP  
Four Embarcadero Center, 17<sup>th</sup> Floor  
San Francisco, CA 94111  
[bmcdaniel@sheppardmullin.com](mailto:bmcdaniel@sheppardmullin.com)

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

**Settling Defendant: J. Sosnick & Son**

**1. Type of Defendant:**

Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys' Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Jeffrey Sosnick  
J. Sosnick & Son  
258 Littlefield Avenue  
South San Francisco, CA 94080  
Jeff@Sosnick.com

Steve Ellenberg  
Law Offices of Steven A. Ellenberg  
4 North Second Street  
Suite 1240  
San Jose, CA 95113  
Steve@ellenberglawoffices.com

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

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**Settling Defendant:** JNC International, Inc.

**1. Type of Defendant:**  
Retailer/Distributor Defendant

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

Total Settlement Payment	\$17,500
Civil Penalty	\$ 2,270
Payment in Lieu of Civil Penalty	\$ 3,400
Attorneys’ Fees and Costs	\$11,830

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Robert J. Maxwell  
Rogers Joseph O’Donnell  
311 California Street, 10<sup>th</sup> Floor  
San Francisco, CA 94104  
bmaxwell@rjo.com

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

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**Settling Defendant:** Kenny's Candy Company

**1. Type of Defendant:**

Manufacturer Defendant

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

Total Settlement Payment	\$110,000
Civil Penalty	\$ 14,600
Payment in Lieu of Civil Penalty	\$ 21,900
Attorneys' Fees and Costs	\$ 73,500

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Lauren Michals  
Nixon Peabody LLP  
One Embarcadero Center, 18<sup>th</sup> Floor  
San Francisco, CA 94111  
lmichals@nixonpeabody.com

Kent D. Mattson  
Pemberton, Sorlie, Rufer & Kershner, PLLP  
110 N. Mills Street  
Fergus Falls, MN 56537  
k.mattson@pemplaw.com

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

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**Settling Defendant:** Lucky Country, Inc.

**1. Type of Defendant:**

Manufacturer Defendant

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

Total Settlement Payment	\$110,000
Civil Penalty	\$ 14,600
Payment in Lieu of Civil Penalty	\$ 21,900
Attorneys' Fees and Costs	\$ 73,500

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Dean Hansell  
Hogan Lovells US LLP  
1999 Avenue of the Stars, Suite 1400  
Los Angeles, CA 90067  
dean.hansell@hoganlovells.com



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

**Settling Defendant:** Marshalls of CA, LLC and Marshalls of MA, Inc.

**1. Circle Type of Defendant**

Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$3,250
Payment in Lieu of Civil Penalty	\$4,900
Attorneys' Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

General Counsel  
The TJX Companies, Inc.  
770 Cochituate Road  
Framingham, MA 01701-4666

With a copy to:

Jeffrey Margulies  
Fulbright & Jaworski L.L.P.  
555 South Flower Street  
Forty-First Floor  
Los Angeles, California 90071  
[jeff.margulies@nortonrosefulbright.com](mailto:jeff.margulies@nortonrosefulbright.com)

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

**Settling Defendant:** Melshire DFW, LP d/b/a Natalie's Candy Jar

**1. Type of Defendant:**

Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys' Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Robert J. Maxwell  
Rogers Joseph O'Donnell  
311 California Street, 10<sup>th</sup> Floor  
San Francisco, CA 94104  
bmaxwell@rjo.com

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

**Settling Defendant:** Orkla Confectionery & Snacks Finland Ab, successor-in-interest to Oy Panda Ab

4. **Type of Defendant:** Manufacturer Defendant

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

Total Settlement Payment	\$110,000
Civil Penalty	\$ 14,600
Payment in Lieu of Civil Penalty	\$ 21,900
Attorneys' Fees and Costs	\$ 73,500

6. **Person(s) to Receive Notices Pursuant to Section 7:**

Trenton H. Norris  
Arnold & Porter LLP  
Three Embarcadero Center, 10th Floor  
San Francisco, CA 94111  
trent.norris@aporter.com

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

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**Settling Defendant:** Raley’s

**1. Type of Defendant:**  
Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys’ Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Thomas Evans  
Reed Smith LLP  
101 Second Street, Suite 1800  
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tevens@reedsmith.com

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

**Settling Defendant:** Renwood Andronico Lending 1, LLC, dba Andronico's Country Markets

**1. Type of Defendant:**

Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys' Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Renee Wasserman  
Rogers Joseph O'Donnell  
311 California Street, 10<sup>th</sup> Floor  
San Francisco, CA 94101  
rwasserman@rjo.com

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

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**Settling Defendant:** RJ's Licorice Limited

**1. Type of Defendant:**

Manufacturer Defendant

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

Total Settlement Payment	\$110,000
Civil Penalty	\$ 14,600
Payment in Lieu of Civil Penalty	\$ 21,900
Attorneys' Fees and Costs	\$ 73,500

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Lauren Michals  
Nixon Peabody LLP  
One Embarcadero Center, 18<sup>th</sup> Floor  
San Francisco, CA 94111  
[lmichals@nixonpeabody.com](mailto:lmichals@nixonpeabody.com)

Louise Trilloe, General Manager  
RJ's Licorice Ltd.  
P.O. Box 444  
Levin 5540  
New Zealand  
[louise@rjlicorice.co.nz](mailto:louise@rjlicorice.co.nz)

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

**Settling Defendants:** Sunflower Farmers Markets, LLC, SF Markets, LLC, and Henry's Holdings, LLC

**1. Type of Defendant:**

Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys' Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Derek Mirza  
Corporate Counsel  
Sprouts Farmers Market  
11811 N. Tatum Blvd., Suite 2400  
Phoenix, AZ 85028  
[DerekMirza@sprouts.com](mailto:DerekMirza@sprouts.com)

Jeffrey Margulies  
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Forty-First Floor  
Los Angeles, California 90071  
[jeff.margulies@nortonrosefulbright.com](mailto:jeff.margulies@nortonrosefulbright.com)

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

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**Settling Defendant:** The Vermont Country Store, Inc.

**4. Type of Defendant:**  
Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys’ Fees and Costs	\$16,850

**6. Person(s) to Receive Notices Pursuant to Section 7:**

Robert J. Maxwell  
Rogers Joseph O’Donnell  
311 California Street, 10<sup>th</sup> Floor  
San Francisco, CA 94104  
bmaxwell@rjo.com



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

**Settling Defendant:** Trader Joe's Company

**1. Type of Defendant:**

Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys' Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Kate Ides  
O'Melveny & Myers LLP  
400 South Hope Street  
Los Angeles, CA 90071  
kides@omm.com

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

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**Settling Defendant:** Walgreen Co.

**1. Type of Defendant:**  
Retailer/Distributor Defendant

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

Total Settlement Payment	\$25,000
Civil Penalty	\$ 3,250
Payment in Lieu of Civil Penalty	\$ 4,900
Attorneys’ Fees and Costs	\$16,850

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Renee Wasserman  
Rogers Joseph O’Donnell  
311 California Street, 10<sup>th</sup> Floor  
San Francisco, CA 94101  
rwasserman@rjo.com

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

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**Settling Defendant:** Whole Foods Market California, Inc. and its affiliated subsidiary  
Mrs. Gooch’s Natural Food Markets, Inc.

**1. Type of Defendant:**

Retailer/Distributor Defendant

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

Total Settlement Payment	\$37,500
Civil Penalty	\$ 4,930
Payment in Lieu of Civil Penalty	\$ 7,400
Attorneys’ Fees and Costs	\$25,170

**3. Person(s) to Receive Notices Pursuant to Section 7:**

Wells Blaxter  
Blaxter Law  
One Bush Street, Suite 650  
San Francisco, CA 94104  
wblaxter@blaxterlaw.com

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**EXHIBIT B**  
**LIST OF ENTITIES NOT SUBJECT**  
**TO DOWNSTREAM RELEASE**

- Dallo & Co., Inc.
- Gerrit J. Verburg Co.
- Jelly Belly Candy Co.
- Kookaburra Licorice Co.
- New Zealand Natural Goods, Inc.
- Powell's Sweet Shoppe USA, LLC
- Sugar Shack International, Inc.
- Sweet Candy, LLC