

06/15/2023

David W. Slayton, Executive Officer / Clerk of Court

By: N. Marshalian Deputy

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9 Attorneys for Plaintiff,
10 Consumer Advocacy Group, Inc.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 CONSUMER ADVOCACY GROUP, INC.,
14 in the public interest,

15 Plaintiff,

16 vs.

17 TAWA SUPERMARKET, INC. dba 99
18 RANCH MARKET and dba 168 MARKET,
19 a California corporation; WALONG
20 MARKETING, INC., a California
21 corporation; TAKAOKAYA, U.S.A., INC.,
22 a California Corporation; and DOES 1-250,

23 Defendants.

Case No. BC634011

CONSENT JUDGMENT ~~PROPOSED~~

Health & Safety Code § 25249.5, *et seq.*

[Assigned for All Purposes to the Hon.
Maurice A. Leiter, Dept. 54]

TAC Filed: October 21, 2022

24 **1. Introduction**

25 **1.1** This Consent Judgment is entered into by and between Plaintiff, Consumer
26 Advocacy Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the interest of
27 the public, and Defendants Tawa Supermarket, Inc. (“TAWA”) and Walong Marketing, Inc.
28 (“WALONG”) (collectively, the “Settling Defendants”), with each a “Party” to the Consent
Judgment and collectively referred to as the “Parties.”

1.2 Defendants and Products

1.2.1 CAG alleges that TAWA is a California corporation that employs (10)
ten or more persons. Accordingly, for purposes of this Consent Judgment only, TAWA

1 is deemed a person in the course of doing business in California and subject to the provisions
2 of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety
3 Code §§ 25249.6 *et seq.* (“Proposition 65”).

4 **1.2.2** CAG alleges that WALONG is a California corporation and employs
5 (10) ten or more persons. Accordingly, for purposes of this Consent Judgment only,
6 WALONG is deemed a person in the course of doing business in California and subject to the
7 provisions of Proposition 65.

8 **1.2.3** CAG alleges that the Settling Defendants manufacture, cause to be
9 manufactured, imported, distributed, and/or sold in California the products described in
10 Exhibit “A”, which is attached hereto and made a part hereof as though set forth in full (the
11 “Covered Products”).

12 **1.3 Chemicals of Concern**

13 **1.3.1** Lead and Lead Compounds (hereinafter “Lead” or “lead”) are known to
14 the State of California to cause cancer and/or birth defects or other reproductive harm.

15 **1.3.2** Cadmium and Cadmium Compounds (hereinafter “Cadmium” or
16 “cadmium”) are known to the State of California to cause cancer and/or birth defects or other
17 reproductive harm.

18 **1.3.3** Inorganic Arsenic Compounds and Inorganic Arsenic Oxides
19 (hereinafter “Arsenic” or “arsenic”) are known to the State of California to cause cancer
20 and/or birth defects or other reproductive harm.

21 **1.3.4** Lead, Cadmium, and Arsenic are sometimes referred to herein as
22 “Listed Chemicals”.

23 **1.4 Notices of Violation**

24 **1.4.1** CAG served 60-Day Notices of Intent to Sue for Violation of
25 Proposition 65 (the “Notices”) that provided the recipients with notice of alleged violations of
26 Proposition 65 for failing to warn individuals in California of exposures to the Listed
27 Chemicals allegedly contained in the “Covered Products” as defined herein. The Notices
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1 covered under this Consent Judgment are described in Exhibit “A” which is attached hereto
2 and made a part hereof as though set forth in full.

3 **1.4.2** The term “Notices” as defined herein includes both those notices that
4 are in the “Complaint” (as defined herein) and those notices that are “Additional Notices” (as
5 defined herein) which are listed in Exhibit A to this Consent Judgment. The Additional
6 Notices shall be deemed included in the Complaint as of the Court’s entry of this Consent
7 Judgment.

8 **1.4.3** To the best of the Parties’ knowledge, no public enforcer has
9 commenced or diligently prosecuted the allegations set forth in the Notices.

10 **1.5 Complaint**

11 **1.5.1** On September 14, 2016, CAG filed a complaint for civil penalties and
12 injunctive relief in Los Angeles Superior Court, Case No. BC634011 against TAWA and
13 WALONG. The initial Complaint alleges, among other things, that the Settling Defendants
14 violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead,
15 from the Covered Products.

16 **1.5.2** On September 11, 2019, CAG filed a first amended complaint for civil
17 penalties and injunctive relief adding additional claims against the Settling Defendants. That
18 Complaint alleges, among other things, that TAWA and WALONG violated Proposition 65
19 by failing to give clear and reasonable warnings of exposure to the Listed Chemicals from the
20 Covered Products.

21 **1.5.3** On December 8, 2020, CAG filed a second amended complaint for civil
22 penalties and injunctive relief adding additional claims against the Settling Defendants. That
23 Complaint alleges, among other things, that TAWA and WALONG violated Proposition 65
24 by failing to give clear and reasonable warnings of exposure to the Listed Chemicals from the
25 Covered Products.

26 **1.5.4** On October 21, 2022, CAG filed a third amended complaint adding
27 additional claims against the Settling Defendants for civil penalties and injunctive relief
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1 (hereinafter referred to as the “Complaint”). The Complaint alleges, among other things, that
2 Settling Defendants violated Proposition 65 by failing to give clear and reasonable warnings
3 of exposure to the Listed Chemicals from the Covered Products.

4 **1.5.5** All additional CAG pending Notices which were not previously
5 included in the Complaint are referred to herein as “Additional Notices”, and are listed in
6 Exhibit A along with the Notices previously included in the Complaint. As of the date this
7 Court enters this Consent Judgment, the Complaint shall be deemed amended to include all
8 the Notices listed in Exhibit A.

9 **1.6 Consent to Jurisdiction**

10 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
11 jurisdiction over the allegations of violations contained in the Notices described in Exhibit A
12 and/or the Complaint and personal jurisdiction over the Settling Defendants as to the acts
13 alleged in the Notices described in Exhibit A and/or the Complaint, that venue is proper in the
14 County of Los Angeles, and that this Court has jurisdiction to enter this Consent Judgment as
15 a full settlement and resolution of the allegations contained in the Notices described in
16 Exhibit A and/or the Complaint and of all claims which were or could have been raised by
17 any person or entity based in whole or in part, directly or indirectly, on the facts alleged
18 therein or arising therefrom or related thereto.

19 **1.7 No Admission**

20 This Consent Judgment resolves claims that are denied and disputed. The Parties enter
21 into this Consent Judgment pursuant to a full and final settlement of any and all claims
22 between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent
23 Judgment shall be construed as an admission by the Settling Defendants of any material
24 allegation in the Complaint (each and every allegation of which the Settling Defendants
25 deny), or of any fact, conclusion of law, issue of law, or violation of law of any kind,
26 including without limitation, any admission concerning any alleged or actual violation of
27 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,
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1 including but not limited to the meaning of the terms “knowingly and intentionally expose” or
2 “clear and reasonable warning” as used in Health and Safety Code § 25249.6. The Settling
3 Defendants expressly maintain that all products they manufacture, import, distribute, and/or
4 sell have at all times complied with all laws, including but not limited to Proposition 65, and
5 are completely safe for their intended use. Nothing in this Consent Judgment, nor compliance
6 with its terms, shall constitute or be construed as an admission by the Settling Defendants of
7 any fact, conclusion of law, issue of law, or violation of law, or of any fault, wrongdoing, or
8 liability by any of the Settling Defendants or by their officers, directors, insurers, employees,
9 parents, shareholders, divisions, subdivisions, stores, subsidiaries, partners, affiliates, sister
10 companies, commonly-owned entities, licensees, licensors, agents, contractors, attorneys,
11 predecessors, successors, and assigns, or be offered or admitted as evidence in any
12 administrative or judicial proceeding or litigation in any court, agency, or forum for purposes
13 of establishing the same. Furthermore, nothing in this Consent Judgment shall prejudice,
14 waive, or impair any right, remedy, argument, or defense the Settling Defendants may have in
15 any other or future legal proceeding, except as expressly provided in this Consent Judgment.

16 **2. Definitions**

17 **2.1** “Covered Products” means the following food products which were or are
18 allegedly manufactured, imported, distributed, and/or sold by the Settling Defendants in
19 California as set forth in the Notices listed in Exhibit A.

- 20 (a) All Bamboo shoot products (“Bamboo Products”);
- 21 (b) All Cassava chips (“Cassava Products”);
- 22 (c) All Dried Mushrooms including, but not limited to, fungi (“Mushroom
23 Products”);
- 24 (d) All Cinnamon and Cinnamomi Powder (“Cinnamon”);
- 25 (e) All Liquorice Powder (“Liquorice”);
- 26 (f) All Ginger Powder and Ground Ginger (“Ginger”);
- 27 (g) All Galangal Powder (“Galangal”);
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- (h) All Cutcherry Powder (“Cutcherry”)
- (i) All Rice and Rice Paper (“Rice and Rice Paper Products”);
- (j) All Seaweed including, but not limited to, seaweed, sea vegetables, and kelp, and seaweed snacks (“Seaweed Products”);
- (k) All Sesame Candy, Cake, and Bar (“Sesame Products”); and
- (l) All Shrimp Paste and Shrimp Sauce;
- (m) All Dried Anchovies (“Anchovies”);
- (n) All Dried Squid (“Squid”);
- (o) All Pollock (“Pollock”);
- (p) All Roasted Eel (“Eel”); and
- (q) All Fish Jerky (“Fish”).

2.2 “Effective Date” means Thirty (30) Days after the date that this Consent Judgment is approved and entered by the Court.

2.3 “Lead” means Lead and Lead compounds.

2.4 “Cadmium” means Cadmium and Cadmium compounds.

2.5 “Arsenic” means Inorganic Arsenic Compounds and Inorganic Arsenic Oxides.

2.6 “Listed Chemicals” means Lead, Cadmium, and Arsenic.

2.7 “Notices” means the Notices described in Exhibit A.

3. Injunctive Relief /Reformulation/ Clear and Reasonable Warnings

3.1 After the Effective Date, unless the Settling Defendants provide a Proposition 65 compliant warning for the Covered Products as set forth below, they shall not sell in California, offer for sale in California, or ship for sale in California, any of the Covered Products manufactured after the Effective Date unless the level of the Listed Chemicals does not exceed the levels specified below. “Parts per billion” is hereinafter referred to as “ppb”.

3.1.1 Bamboo Products (as defined herein): Lead 20 ppb.

3.1.2 Cassava Products (as defined herein): Lead of 20 ppb.

3.1.3 Cinnamon (as defined herein): Lead of 200 ppb, Cadmium of 85 ppb.

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- 3.1.4** Liquorice (as defined herein): Lead of 500 ppb
- 3.1.5** Ginger (as defined herein): Lead of 720 ppb, Arsenic of 20 ppb
- 3.1.6** Galangal (as defined herein): Lead of 720 ppb.
- 3.1.7** Cutcherry (as defined herein): Lead of 720 ppb.
- 3.1.8** Mushroom Products (as defined herein): Lead of 20 ppb, Cadmium of 34 ppb.
- 3.1.9** Pollock: Lead of 20 ppb.
- 3.1.10** Rice and Rice Paper Products (as defined herein): Lead of 56 ppb, and Arsenic of 15 ppb.
- 3.1.11** Anchovies (as defined herein): Lead of 34 ppb, Cadmium of 85 ppb.
- 3.1.12** Squid (as defined herein): Lead of 34 ppb, Cadmium of 34 ppb.
- 3.1.13** Eel (as defined herein): Lead of 34 ppb.
- 3.1.14** Fish (as defined herein): Lead of 34 ppb, Cadmium of 34 ppb.
- 3.1.15** Seaweed Products (as defined herein): Lead of 75 ppb, Cadmium of 85 ppb, and Arsenic of 15 ppb.
- 3.1.16** Sesame Products (as defined herein): Lead of 20 ppb.
- 3.1.17** Shrimp Paste and Shrimp Sauce: Lead of 40 ppb.
- 3.1.18** Any greater levels approved in writing by the Attorney General.

3.2 For any of the Covered Products that exceed their respective levels of the Listed Chemicals as set forth above that are manufactured for sale in California after the Effective Date, the Settling Defendants must provide a Proposition 65 compliant warning for the Covered Products as set forth below.

3.2.2 Except as otherwise provided herein in this Consent Judgment, any warning provided pursuant to this Section shall be provided:

- (a) on the labeling of or affixed to the packaging of the Covered Products stating as set forth below, and shall be prominently placed set off from other surrounding information and enclosed in a box (the warning box may be black or white, at the Settling

1 Defendants' discretion, in 6-point font or larger, and the box requirement is not applicable to
2 the "short-form" warning) with such conspicuousness as compared with other words,
3 statements, designs, or devices as to render it likely to be read and understood by an ordinary
4 individual under customary conditions before purchase or use [language in brackets is
5 optional]:

6 [California Prop 65] **WARNING:** Consuming this product can expose you to
7 chemicals including lead, which is [are] known to the State of California to
8 cause cancer and birth defects or other reproductive harm. For more
9 information, go to www.P65Warnings.ca.gov/food

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11 or

12 [California Prop 65] **WARNING:** Consuming this product can expose you to
13 chemicals including cadmium, which is [are] known to the State of California
14 to cause cancer and birth defects or other reproductive harm. For more
15 information go to www.P65Warnings.ca.gov/food

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17 or

18 [California Prop 65] **WARNING:** Consuming this product can expose you to
19 chemicals including arsenic, which is [are] known to the State of California to
20 cause cancer and birth defects or other reproductive harm. For more
21 information go to www.P65Warnings.ca.gov/food

22
23 or

24 the "short-form" warning which need not be in a box:

25 [California Prop 65] **⚠ WARNING:** Cancer and Reproductive Harm --
26 www.P65Warnings.ca.gov (Where the labelling on a product is not printed
27 using the color yellow, the symbol may be printed in black and white.)

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or

1 (b) by retail store warning signage (which need not be in a box and need
2 not contain the triangle symbol) posted in reasonably close proximity to each point of display
3 of the Covered Products in California retail stores stating as provided in Exhibit “B” which is
4 attached hereto and made a part hereof as though set forth in full.

5 **3.2.3** The Settling Defendants also agree to provide website warnings (which
6 need not be in a box and need not contain the triangle symbol) compliant with Proposition 65
7 regulations for the Covered Products available for sale to California consumers through the
8 Settling Defendants’ online websites and sold on such websites to customers in California as
9 provided for in 27 CCR §§ 25602 and 25603, stating as follows [language in brackets is
10 optional]:

11 [California Prop 65] **WARNING:** Consuming this product can expose you to
12 chemicals including lead, which is [are] known to the State of California to
13 cause cancer and birth defects or other reproductive harm. For more
14 information, go to www.P65Warnings.ca.gov/food

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16 or

17 [California Prop 65] **WARNING:** Consuming this product can expose you to
18 chemicals including cadmium, which is [are] known to the State of California
19 to cause cancer and birth defects or other reproductive harm. For more
20 information go to www.P65Warnings.ca.gov/food

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22 or

23 [California Prop 65] **WARNING:** Consuming this product can expose you to
24 chemicals including arsenic, which is [are] known to the State of California to
25 cause cancer and birth defects or other reproductive harm. For more
26 information go to www.P65Warnings.ca.gov/food

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28 or

[California Prop 65] **⚠ WARNING:** Cancer and Reproductive Harm --

1 www.P65Warnings.ca.gov (the symbol may be shown in black and white
2 instead of black and yellow.)
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4 **3.3** The Parties agree that the warning language described above shall constitute
5 compliance with Proposition 65 with respect to the Listed Chemicals in the Covered Products
6 manufactured for sale in California by the Settling Defendants after the Effective Date.

7 **3.4** Notwithstanding anything to the contrary herein, for any Covered Product
8 where the product packaging includes "consumer information" (as defined in the Proposition
9 65 regulations) in a language other than English, the warning must also be provided on the
10 product packaging in that foreign language in addition to English, but otherwise, the product
11 package warning only needs to be provided in English. For any Covered Product where the
12 Defendant uses a warning sign to provide a Prop 65 warning which includes "consumer
13 information" (as defined in the Prop 65 regulations) in a language other than English, the
14 warning must also be provided in that foreign language in addition to English on the warning
15 sign, but otherwise, when a sign does not contain consumer information in a language other
16 than English, the warning on the warnings sign only needs to be provided in English.

17 **3.5** Notwithstanding anything to the contrary herein, the Parties further agree that
18 in lieu of the preceding warning content and methods set forth above, the Settling Defendants
19 may use for the Covered Products any safe-harbor warning content and/or any other clear and
20 reasonable warning, and any warning method applicable, set forth in Title 27, California
21 Code of Regulations, § 25600, *et seq.*, as from time to time amended, and that the Settling
22 Defendants may also add supplemental information to any safe-harbor warning to the extent
23 that it identifies the source of the exposure or provides information on how to avoid or reduce
24 exposure to the identified chemical or chemicals as allowed by 27 CCR § 25601(e).

25 **3.6** For any Covered Products still existing in the Defendant's inventory as of the
26 Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the
27 Covered Products do not exceed their respective levels of Listed Chemicals listed in Section
28 3.1 above.

1 **3.7** The Parties have agreed that an essential term of this settlement is that the
2 injunctive relief agreed to herein is a full and complete recitation of this settlement term, as
3 enumerated above, and acceptable to both Parties such that warnings may be provided
4 without product reformulation when the Covered Products contain levels of Lead, Arsenic,
5 and/or Cadmium in exceedance of the levels set forth in Section 3.1.

6 **4. Settlement Payments**

7 **4.1 Payment and Due Date:** Within ten (10) days after the Court’s approval of
8 this Consent Judgment, the Settling Defendants shall collectively pay a total all-inclusive
9 amount of One Million and Five Hundred Thousand Dollars (\$1,500,000.00) in full and
10 complete settlement of any and all claims against them for civil penalties, damages,
11 attorney’s fees, expert fees, investigative expenses, or any other claim for costs, expenses, or
12 monetary relief of any kind that were or could have been asserted in the Notices and/or the
13 Complaint and for CAG seeking and obtaining approval of this Consent Judgment as follows:

14 **4.1.1 Civil Penalty:** The Settling Defendants shall be responsible for issuing
15 checks totaling a combined amount of One Hundred and Seventy-One Thousand and Four
16 Hundred and Forty Dollars (\$171,440.00) as civil penalties pursuant to Health & Safety Code
17 § 25249.12:

18 (a) The Settling Defendants will issue checks made payable to the State of
19 California’s Office of Environmental Health Hazard Assessment (“OEHHA”) totaling a
20 combined amount of One Hundred and Twenty-Eight Thousand and Five Hundred and
21 Eighty Dollars (\$128,580.00) representing 75% of the total civil penalty, and the Settling
22 Defendants will issue checks to CAG totaling a combined amount of Forty-Two Thousand
23 and Eight Hundred and Sixty Dollars (\$42,860.00) representing 25% of the total civil penalty;

24 (b) Separate 1099s shall be issued for each of the above payments: The
25 Settling Defendants will issue 1099s to OEHHA, P.O. Box 4010, Sacramento, CA 95184
26 (EIN: 68-0284486) totaling a combined amount of One Hundred and Twenty-Eight Thousand
27 and Five Hundred and Eighty Dollars (\$128,580.00). The Settling Defendants will also issue
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1 1099s to CAG totaling a combined amount of Forty-Two Thousand and Eight Hundred and
2 Sixty Dollars (\$42,860.00) and deliver them to CAG c/o Yeroushalmi & Yeroushalmi, 9100
3 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

4 **4.1.2 Additional Settlement Payments:** The Settling Defendants shall make
5 payments totaling a combined amount of One Hundred and Twenty-Eight Thousand and Five
6 Hundred and Sixty Dollars (\$128,560.00) by checks payable to CAG as an additional
7 settlement payment to “Consumer Advocacy Group, Inc.” pursuant to Health & Safety Code
8 § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). CAG will use this
9 payment as follows: eighty percent (80%) for fees of investigation, purchasing, and testing of
10 consumer products for Proposition 65 listed chemicals in various products, and for expert fees
11 for evaluating exposures through various mediums including, but not limited to, consumer
12 product, occupational, and environmental exposures to Proposition 65 listed chemicals, and
13 the cost of hiring consulting and retaining experts who assist with the extensive scientific
14 analysis necessary for those files in litigation, and to offset the costs of future litigation
15 enforcing Proposition 65 but excluding attorney fees; twenty percent (20%) for administrative
16 costs incurred during investigation and litigation to reduce the public’s exposure to
17 Proposition 65 listed chemicals by notifying those persons and/or entities believed to be
18 responsible for such exposures and attempting to persuade those persons and/or entities to
19 reformulate their products or the source of exposure to completely eliminate or lower the
20 level of Proposition 65 listed chemicals including but not limited to costs of documentation
21 and tracking of products investigated, storage of products, website enhancement and
22 maintenance, computer and software maintenance, investigative equipment, CAG’s
23 member’s time for work done on investigations, office supplies, mailing supplies, and
24 postage. Within thirty (30) days of a request from the Attorney General, CAG shall provide to
25 the Attorney General copies of documentation demonstrating how the above funds have been
26 spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional
27 settlement payment.
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4.1.3 Reimbursement of Attorney’s Fees and Costs: The Settling

Defendants shall make payments totaling a combined amount of One Million and Two Hundred Thousand Dollars (\$1,200,000.00) payable to “Yeroushalmi & Yeroushalmi” as complete reimbursement for any and all investigation fees and costs, attorneys’ fees, expert fees, and any and all other costs and expenses incurred as a result of investigating, bringing this matter to Defendants’ attention, litigating, and negotiating a settlement in the public interest and seeking and obtaining Court approval of this Consent Judgment, as claimed by CAG.

4.1.4 Other than the payments to OEHHA described above, all payments

referenced in paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payments to OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with payments to OEHHA, the Settling Defendants shall provide CAG with written confirmation that the payments to OEHHA were delivered.

4.2 The Settling Defendants shall bear all costs of the Mediator for the Mediation conducted between the Parties on February 13, 2023.

5. Matters Covered By This Consent Judgment

5.1 This Consent Judgment is a full, final, and binding resolution in the public interest between, on the one hand, CAG, on behalf of itself and its past and current agents, representatives, attorneys, affiliates, successors, and assigns, and in the public interest, and on the other hand, the “Settling Defendant Releasees” (as defined herein), for the alleged failure to provide Proposition 65 warnings concerning actual or alleged exposure to Listed Chemicals from the Covered Products manufactured, imported, distributed, and/or sold in California through the Effective Date, and fully resolves all claims that have been or could have been asserted in the Notices and/or this Action for alleged failure to provide Proposition 65 warnings for such Covered Products containing Listed Chemicals.

1 **5.2** CAG, on behalf of itself and in the public interest, hereby discharges the
2 Settling Defendants, and their respective officers, directors, insurers, employees, parents,
3 shareholders, members, managers, divisions, subdivisions, stores, subsidiaries, partners,
4 affiliates, sister companies, commonly-owned entities, licensees, licensors, attorneys, agents,
5 successors, and assigns (collectively, “Settling Defendant Releasees”) and all downstream
6 distributors, downstream importers, downstream suppliers, downstream customers, retailers,
7 and downstream entities in the distribution chain of the Covered Products to whom the
8 Settling Defendant Releasees distributed or sold Covered Products, whether directly or
9 indirectly, and the predecessors, successors, and assigns of any of them, and all of their
10 respective officers, directors, insurers, employees, parents, shareholders, members, managers,
11 divisions, subdivisions, stores, subsidiaries, partners, affiliates, sister companies, commonly-
12 owned entities, licensees, licensors, attorneys, and agents (collectively, “Downstream
13 Releasees”) as to Covered Products distributed or sold, whether directly or indirectly, by the
14 Settling Defendant Releasees, for the Covered Products manufactured, imported, distributed,
15 and/or sold in California through the Effective Date for violations of Proposition 65 based on
16 exposures to Listed Chemicals from the Covered Products. The Settling Defendants’
17 compliance with the terms of this Consent Judgment shall be deemed to constitute
18 compliance with Proposition 65 regarding alleged exposures to the Listed Chemicals from the
19 Covered Products. Nothing in this Section affects CAG’s right to commence or prosecute an
20 action under Proposition 65 against any person other than the Settling Defendant Releasees or
21 Downstream Releasees (collectively, the “Releasees”) after the Effective Date.

22 **5.3** CAG on behalf of itself, and its past and current agents, representatives,
23 attorneys, affiliates, successors, and assigns, and on behalf of the public interest, hereby
24 releases, waives, and discharges all rights to institute or participate in, directly or indirectly,
25 any form of legal action and releases all claims, including, without limitation, all actions, and
26 causes of action in law or in equity, suits, liabilities, demands, notices, obligations, damages,
27 costs, fines, settlements, judgments, penalties, losses, or expenses (including, but not limited
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1 to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether
2 known or unknown, fixed, or contingent, against the Releasees arising from any violation of
3 Proposition 65 or any other statutory or common law claim related to the Covered Products
4 manufactured, imported, distributed, and/or sold by the Releasees through the Effective Date
5 regarding the failure to warn about exposure to the Listed Chemicals from the Covered
6 Products.

7 **5.4** In furtherance of and in addition to the foregoing, CAG on behalf of itself and
8 its past and current agents, representatives, attorneys, affiliates, successors, and assigns,
9 hereby releases, waives, and discharges any and all rights and benefits which it now has or
10 they now have, or in the future may have, conferred upon it or them with respect to any and
11 all claims, including, without limitation, all actions, and causes of action in law or in equity,
12 suits, liabilities, demands, notices, obligations, damages, costs, fines, settlements, judgments,
13 penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees,
14 and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed, or
15 contingent, related to exposures to Listed Chemicals from the Covered Products
16 manufactured, imported, distributed, and/or sold by the Releasees through the Effective Date
17 arising from any actual or alleged violations of Proposition 65, or any other statutory or
18 common law, regarding any failure to warn about exposures to the Listed Chemicals from the
19 Covered Products (collectively "Claims") by virtue of the provisions of California Civil Code
20 § 1542, which provides as follows:

21 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
22 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
23 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
24 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
25 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
26 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

27 CAG understands and acknowledges that the significance and consequence of this
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1 waiver of California Civil Code § 1542 is that even if CAG suffers future damages arising out
2 of or resulting from, or related directly or indirectly to, in whole or in part, Claims arising
3 from any actual or alleged violation of Proposition 65 or any other statutory or common law
4 related to the Covered Products manufactured, imported, distributed, and/or sold by the
5 Releasees through the Effective Date regarding the failure to warn about exposure to the
6 Listed Chemicals from the Covered Products, CAG and its past and current agents,
7 representatives, attorneys, affiliates, successors, and assigns will not be able to make any
8 Claim for those damages, penalties, or other relief against the Releasees. Furthermore, CAG
9 understands and acknowledges that it is possible that unknown Claims may exist, or that
10 present Claims may have been underestimated in amount or severity, and that CAG expressly
11 took these uncertainties into account in giving this release, waiver, and discharge, and a
12 portion of said consideration, having been separately bargained for between the Parties with
13 the knowledge of the possibility of such unknown Claims, was given in exchange for this full
14 release, waiver, and discharge, and CAG intends these consequences for any such Claims
15 arising from any violation of Proposition 65 or any other statutory or common law regarding
16 any failure to warn about exposure to the Listed Chemicals from the Covered Products as
17 may exist, but which CAG does not know exist, and which, if known, would materially affect
18 CAG's decision to enter into this Consent Judgment, regardless of whether CAG's lack of
19 knowledge is the result of ignorance, oversight, error, negligence, or any other cause. CAG
20 on behalf of itself, and its past and current agents, representatives, attorneys, affiliates,
21 successors, and assigns, agrees that the facts on which the foregoing releases, waivers, and
22 discharges are based may hereafter turn out to be other than or different from the facts now
23 known or believed to be true in respect to matters referred to above. Nevertheless, CAG, on
24 behalf of itself and its past and current agents, representatives, attorneys, affiliates,
25 successors, and assigns, expressly accepts and assumes the risk that such facts may turn out to
26 be different, and agrees that the terms, conditions, releases, waivers, and discharges contained
27 herein will in all respects be effective and not subject to termination, rescission, or
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1 modification by any such difference in the facts. The Parties each acknowledge and agree that
2 this waiver of California Civil Code § 1542 was separately bargained for.

3 **5.5** CAG hereby represents and warrants, on behalf of itself and its past and current
4 agents, representatives, attorneys, affiliates, successors, and assigns, that none of the rights
5 that are released, waived, or discharged herein have been assigned to others.

6 **5.6** Nothing in this Section 5 affects CAG’s right to commence or prosecute an
7 action under Proposition 65 against any person other than the Releasees.

8 **5.7** Notwithstanding anything to the contrary, no upstream entity is released by this
9 Consent Judgment, except those that are parents, divisions, subdivisions, subsidiaries,
10 partners, affiliates, sister companies, commonly-owned entities, licensees, licensors,
11 predecessors, successors, and/or assigns of TAWA and/or WALONG and/or Tawa Group
12 Holdings, Inc.

13 **5.8** The Settling Defendants hereby assign to CAG, and CAG hereby assumes, any
14 rights the Settling Defendants have, if any, for Express, Implied, and/or Equitable Indemnity
15 and/or Implied Warranty of Merchantability for alleged violations for failure to warn for the
16 Covered Products under Health & Safety Code § 25249.6 as set forth in the Notices for the
17 Covered Products, against any unreleased non-affiliated, upstream suppliers of the Covered
18 Products, to the extent such claims are not released in this Section 5 herein, and/or to the
19 extent that such claims have not otherwise been released by CAG. This assignment is made
20 without any representation or warranty other than that none of such rights, if any, have been
21 otherwise assigned to others by TAWA and/or WALONG and/or their affiliates.

22 **6. Meet and Confer Prior to Enforcement of Consent Judgment**

23 Any alleged violation of the terms of this Consent Judgment shall be enforced solely
24 and exclusively hereunder and solely and exclusively by the Parties hereto. Before any Party
25 moves to enforce the terms of this Consent Judgment, that Party shall provide written notice
26 to the other Parties of any alleged violation, which notice shall specifically identify each
27 Covered Product alleged to be in violation of this Consent Judgment and the Listed Chemical
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1 for which the Covered Product is alleged to be in violation. The Parties shall thereafter
2 cooperate in good faith in promptly exchanging relevant information concerning the alleged
3 violation. If the alleged violation cannot be resolved within thirty (30) days of the written
4 notice of alleged violation, any Party may move to enforce the terms of this Consent
5 Judgment consistent with the terms hereof. The prevailing Party shall be entitled to its
6 reasonable attorneys' fees and costs associated with any effort to enforce the Consent
7 Judgment according to a regularly noticed motion filed with the Court.

8 **7. Entry of Consent Judgment and Dismissal of Claims in Other Actions**

9 **7.1** CAG shall file a motion seeking Court approval of this Consent Judgment
10 pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent
11 Judgment, CAG and the Settling Defendants waive their respective rights to a hearing, trial,
12 or appeal on the allegations in the Notices or the Complaint.

13 **7.2** If this Consent Judgment is not approved in full by the Court:

14 (a) this Consent Judgment and any and all prior agreements between the
15 Parties merged herein shall terminate and become null and void, and the action shall revert to
16 the status that existed prior to the execution date of this Consent Judgment;

17 (b) no term of this Consent Judgment or any draft thereof, or of the
18 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
19 have any effect, nor shall any such matter be admissible in evidence for any purpose in this
20 Action, or in any other proceeding; and

21 (c) the Parties agree to meet and confer in good faith to determine whether
22 the terms of the Consent Judgment can be modified to resolve any concerns expressed by the
23 Court and/or the California Attorney General and to resubmit the Consent Judgment for
24 approval.

25 **7.3** The Parties shall make all reasonable efforts to have the Consent Judgment
26 approved and entered by the Court.

27 **7.4** Once all payments specified in Section 4 have been received, CAG shall,
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1 within ten (10) days thereafter, dismiss any claims against the Releasees (as defined herein)
2 for the Covered Products that are pending in any other actions as of that date including, but
3 not limited to, Alameda Superior Court Case No. RG20083486, Los Angeles Superior Court
4 Case No. 20STCV17747, and Los Angeles Superior Court Case No. 19STCV15622.

5 **7.5** Within ten (10) days of the Parties signing this Consent Judgment, CAG will
6 withdraw all discovery motions in the action against the Settling Defendants.

7 **8. Modification of Consent Judgment**

8 **8.1** This Consent Judgment may be modified only upon written agreement of the
9 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion
10 of any Party as provided by law and upon entry of a modified Consent Judgment by the
11 Court.

12 **8.2** Any Party seeking to modify this Consent Judgment shall attempt in good faith
13 to meet and confer with the other Parties for at least a period of thirty (30) days prior to filing
14 a motion to modify the Consent Judgment.

15 **9. Retention of Jurisdiction**

16 **9.1** This Court shall retain jurisdiction of this matter to implement and enforce the
17 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

18 **9.2** In any proceeding brought by a Party to enforce this Consent Judgment, the
19 prevailing Party shall be entitled to recover its reasonable attorney's fees and costs according
20 to proof and a noticed motion filed with the Court.

21 **10. Duties Limited to California**

22 This Consent Judgment shall have no effect on Covered Products sold by Settling
23 Defendant outside the State of California.

24 **11. Service on the Attorney General**

25 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
26 California Attorney General so that the Attorney General may review this Consent Judgment
27 prior to its submittal to the Court for review and approval. No sooner than forty-five (45)
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1 days after the Attorney General has received the aforementioned copy of this Consent
2 Judgment, and in the absence of any written objection by the Attorney General to the terms of
3 this Consent Judgment, CAG will then submit the Consent Judgment to the Court for review
4 and approval.

5 **12. Attorney Fees and Costs**

6 Except as specifically provided in Sections 4.1.3, 6, and 9.2, each Party shall bear its
7 own attorneys' fees and costs in connection with the claims resolved in this this action.

8 **13. Entire Agreement**

9 This Consent Judgment contains the sole and entire agreement and understanding of
10 the Parties with respect to the entire subject matter hereof and any and all prior discussions,
11 negotiations, commitments, and understandings related hereto. No representations, oral or
12 otherwise, express or implied, other than those contained herein have been made by any Party
13 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
14 deemed to exist or to bind any of the Parties.

15 **14. Governing Law**

16 **14.1** The terms of this Consent Judgment, including the validity, construction,
17 interpretation, and performance of this Consent Judgment, shall be governed by the laws of
18 the State of California, without reference to any conflicts of law provisions of California law.

19 **14.2** In the event that Proposition 65 is amended, repealed, preempted, or is
20 otherwise rendered inapplicable by reason of law generally, or if any of the provisions of this
21 Consent Judgment are rendered inapplicable or are no longer required as a result of any such
22 amendment, repeal, or preemption, or rendered inapplicable by reason of law generally as to
23 the Covered Products, then the Settling Defendants subject to this Consent Judgment may
24 provide written notice to CAG of any asserted change in the law, and shall have no further
25 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the
26 Covered Products are so affected. Nothing in this Consent Judgment shall be interpreted to
27 relieve the Settling Defendants from any obligation to comply with any pertinent state or
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1 federal law or regulation.

2 **14.3** The Parties, including their counsel, have participated in the preparation of this
3 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.
4 This Consent Judgment was subject to revision and modification by the Parties and has been
5 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any
6 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against
7 any Party as a result of the manner of the preparation of this Consent Judgment. Each Party to
8 this Consent Judgment agrees that any statute or rule of construction providing that
9 ambiguities are to be resolved against the drafting Party should not be employed in the
10 interpretation of this Consent Judgment and, in this regard, the Parties hereby waive
11 California Civil Code § 1654.

12 **15. Notices**

13 **15.1** Any notice required or permitted to be given under this Consent Judgment shall
14 be given in writing to the Parties (with contemporaneous copies to the individuals specified
15 below) and (i) delivered personally, or (ii) sent by prepaid registered or certified mail, return
16 receipt requested, or (iii) sent by overnight mail or overnight courier (such as Federal
17 Express, DHL, etc.), and in those cases will be deemed to have been given on the date of
18 receipt. All notices, no matter how sent, shall also be sent contemporaneously by E-Mail if an
19 E-Mail address is provided for an addressee below or is later provided in writing to the
20 Parties.

21 **15.2** If the notice is sent via certified or registered mail, receipt will be deemed
22 effective three (3) Business Days after being deposited in the United States mail. If the notice
23 is sent via overnight courier or personal delivery, receipt will be deemed effective upon
24 delivery.

25 **15.3** By mutual consent from time to time, a Party may agree, as confirmed in an E-
26 Mail, to receive a notice solely by E-Mail in which case the E-Mail notice will be deemed to
27 have been given two (2) days after the date on which the E-Mail is delivered to the recipient.
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1 **15.4** All notices will be delivered or addressed as follows, or to any persons or
2 addresses later specified by a Party by written notice to the other Parties:

3 **If to CAG:**

4 Reuben Yeroushalmi, Esq.
5 E-Mail: reuben@yeroshalmi.com and lawfirm@yeroshalmi.com
6 YEROUSHALMI & YEROUSHALMI
7 9100 Wilshire Boulevard, Suite 240W
8 Beverly Hills, CA 90212
9 Telephone: (310) 623-1926

9 **If to TAWA and/or WALONG:**

10 Adrienne Lee, Esq.
11 E-Mail: legaldept@tawa.com
12 Tawa Services, Inc.
13 6338 Regio Avenue
14 Buena Park, CA 90620
15 Telephone: (714) 670-8899

14 **If to TAWA and/or WALONG, with contemporaneous copies to:**

15 Roseann C. Stevenson, Esq.
16 E-Mail: rcs@rcsesq.com
17 Attorney at Law
18 1105 Oleander Way
19 Simi Valley, CA 93065
20 Telephone: (805) 210-2438

19 and

20 J. Robert Maxwell, Esq.
21 E-Mail: JMaxwell@rjo.com and MAscarrunz@rjo.com
22 ROGERS JOSEPH O'DONNELL
23 A Professional Law Corporation
24 311 California Street, 10th Fl.
25 San Francisco, CA 94104
26 Telephone: (415) 956-2828

26 **16. Execution and Counterparts**

27 This Consent Judgment may be executed in counterparts and by means of facsimile or
28 portable document format (PDF), which taken together shall be deemed to constitute one

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document and have the same force and effect as original signatures. The Parties intend to be bound by the signatures on the PDFs and facsimiles, are aware that third parties may rely upon the PDF and facsimile signatures, and hereby waive any defenses to the enforcement of the terms of this Consent Judgment based on the form of signature. The Parties agree that a true and correct copy of the signed Consent Judgment including, but not limited to a PDF or facsimile copy, may be admitted in any legal proceeding to the same extent as if it were an original and/or in lieu of an original, and the counterparts will be admissible in court and any other proceedings as if they contained original signatures.

17. Authority to Agree and Stipulate

Each signatory to this Consent Judgment certifies that they are fully authorized by the Party they represent to enter into this Consent Judgment and to execute it on behalf of the Party represented and to legally bind that Party.

[Signatures on following page]

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AGREED TO:

BY: CONSUMER ADVOCACY GROUP, INC.

DATE: _____

(Signature)

NAME: Michael Marcus

TITLE: Director

AGREED TO:

BY: TAWA SUPERMARKET, INC.

DATE: June 14, 2023

Yu Ting Sun

(Signature)

NAME: Karen Sun

TITLE: Merchandising Manager

AGREED TO:

BY: WALONG MARKETING, INC.

DATE: June 14, 2023

Julie Lai

(Signature)

NAME: Julie Lai

TITLE: Procurement Manager

IT IS SO ORDERED.

DATE: _____

HON. MAURICE A. LEITER
JUDGE OF THE SUPERIOR COURT

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AGREED TO:

BY: CONSUMER ADVOCACY GROUP, INC.

DATE: 6/14/2023

Michael Marcus
(Signature)

NAME: Michael Marcus

TITLE: Director

AGREED TO:

BY: TAWA SUPERMARKET, INC.

DATE: June 7, 2023

(Signature)

NAME: Karen Sun

TITLE: Merchandising Manager

AGREED TO:

BY: WALONG MARKETING, INC.

DATE: June 7, 2023

(Signature)

NAME: Julie Lai

TITLE: Procurement Manager

IT IS SO ORDERED. ~~Ujã c-Á Áã^Á [c^É~~

DATE: 06/15/2023



Maurice A. Leiter
HON. MAURICE A. LEITER
JUDGE OF THE SUPERIOR COURT
Maurice A. Leiter / Judge

1 **EXHIBIT A**
2 **(NOTICES)**

3 **(LASC CASE NO. BC634011 - CONSENT JUDGMENT)**
4

5 1. On or about December 15, 2014, Plaintiff gave notice of alleged violations of
6 Health and Safety Code section 25249.6 with Attorney General number 2014-01346,
7 concerning consumer products exposures, subject to a private action to TAWA and to the
8 California Attorney General, County District Attorneys, and City Attorneys for each city
9 containing a population of at least 750,000 people in whose jurisdictions the violations
10 allegedly occurred, concerning Seaweed containing CADMIUM, which includes but is not
11 limited to, ““SHANLIN” Wild Laver ‘Q53501 2201 0197’ (N.W.: 2.12 OZ (60g) ± 10%):
12 03.3.550506, ‘Manufactory: Luoyuan Shanlin Foods Co., Ltd’, Add: Building A, South
13 Industrial Area, Luoyuanwan Development Zone, Fujiam Province, China, PRODUCT:
14 DRIED LAVER, PRODUCT OF CHINA, “UPC: 6 920437 161591”.

15 2. On or about December 15, 2014, Plaintiff gave notice of alleged violations of
16 Health and Safety Code section 25249.6 with Attorney General number 2014-01347,
17 concerning consumer products exposures, subject to a private action to TAWA and to the
18 California Attorney General, County District Attorneys, and City Attorneys for each city
19 containing a population of at least 750,000 people in whose jurisdictions the violations
20 allegedly occurred, concerning Seaweed containing CADMIUM and LEAD, which includes
21 but is not limited to, Bgreen DRIED SEAWEED (WAKAME); DISTRIBUTED BY: BIG
22 GREEN (USA) INC., INDUSTRY CA 91748; PRODUCT FOR CHINA; Net Wt. 3.5 OZ
23 (100g); Barcode: 6 78452 30002 5.

24 3. On or about January 9, 2015, Plaintiff gave notice of alleged violations of
25 Health and Safety Code section 25249.6 with Attorney General number 2015-00021,
26 concerning consumer products exposures, subject to a private action to TAWA, WALONG,
27 and to the California Attorney General, County District Attorneys, and City Attorneys for
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1 each city containing a population of at least 750,000 people in whose jurisdictions the
2 violations allegedly occurred, concerning Seaweed containing CADMIUM, which includes
3 but is not limited to, MIZUHO® ITA NORI DRIED SEAWEEED; NET WT: 1.0 OZ (28g);
4 10 Sheets; PRODUCT OF CHINA; MANUFACTURED FOR/ DISTRIBUTED BY:
5 WALONG MARKETING, INC.; UPC: 6 73367 35529 0.

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7 4. On or about January 23, 2015, Plaintiff gave notice of alleged violations of
8 Health and Safety Code section 25249.6 with Attorney General number 2015-00062,
9 concerning consumer products exposures, subject to a private action to TAWA, WALONG,
10 and to the California Attorney General, County District Attorneys, and City Attorneys for
11 each city containing a population of at least 750,000 people in whose jurisdictions the
12 violations allegedly occurred, concerning Roasted Seaweed containing LEAD which
13 includes but is not limited to, HANASIA™ Korean Roasted Seaweed; HANASIA
14 SEASONED SEAWEEED-9PK; Manufactured for I Distributed by: WALONG
15 MARKETING, INC., BUENA PARK, CA 90620; Item# 1635106; Serving Size 0.18oz (5g);
16 Serving Per Container about 1; UPC: 6 73367 35106 3.

17 5. On or about February 9, 2015, Plaintiff gave notice of alleged violations of
18 Health and Safety Code section 25249.6 with Attorney General number 2015-00105,
19 concerning consumer products exposures, subject to a private action to TAWA and to the
20 California Attorney General, County District Attorneys, and City Attorneys for each city
21 containing a population of at least 750,000 people in whose jurisdictions the violations
22 allegedly occurred, concerning Seaweed containing LEAD, which includes but is not limited
23 to, Dried Seaweed; CONTAINS NO MSG OR PRESERAVATIV; Q53501 2201 0197; 150g
24 (5.28oz); Product of China; Manufacturer: Luoyuan Shanlin Foods Co., Ltd; UPC: 6 92037
25 167388.

26 6. On or about June 16, 2015, Plaintiff gave notice of alleged violations of Health
27 and Safety Code section 25249.6 with Attorney General number 2015-00561, concerning
28 consumer products exposures, subject to a private action to TAWA and to the California

1 Attorney General, County District Attorneys, and City Attorneys for each city containing a
2 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,
3 concerning Crispy Seaweed containing LEAD, which includes but is not limited to, “Triple
4 M Crispy Seaweed; MMM; Original Flavor; Simply Delicious; Net Weight: 40g. (1.40 oz);
5 10-1-04551-1-0009; Manufactured by Triple-M Products Co., Ltd.; Product of Thailand;
6 UPC #: 8 858752 601288” and “Triple M Crispy Seaweed; MMM; Hot & Spicy Flavour;
7 Simply Delicious; Net Weight: 40g. (1.40 oz); 10-1-04551-1-0010; Manufactured by Triple-
8 M Products Co., Ltd.; Product of Thailand; UPC #: 8 858752 601295”.

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10 7. On or about June 16, 2015, Plaintiff gave notice of alleged violations of Health
11 and Safety Code section 25249.6 with Attorney General number 2015-00570, concerning
12 consumer products exposures, subject to a private action to TAWA and to the California
13 Attorney General, County District Attorneys, and City Attorneys for each city containing a
14 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,
15 concerning Thick Cut Seaweed and Crispy Seaweed containing LEAD, which includes but it
16 not limited to, “TAI KAE Think Cut Seaweed; pepper powder; Product of Taiwan; ISO
17 22000 HACCP; (N.T.): 45g (1.6 oz.); Manufacturer: Rises A Yuan Firm Company; Agent:
18 Channel Plan International Marketing Co., Ltd.; UPC #: 4 711942 856018” and “TAI KAE
19 Crispy Seaweed; soy sauce; Product of Taiwan; ISO 22000 HACCP; (N.T.): 45g (1.6 oz.);
20 Manufacturer: Rises A Yuan Firm Company; Agent: Channel Plan International Marketing
21 Co., Ltd.; UPC #: 4 711942 856001”.

22 8. On or about June 22, 2015, Plaintiff gave notice of alleged violations of Health
23 and Safety Code section 25249.6 with Attorney General number 2015-00591, concerning
24 consumer products exposures, subject to a private action to TAWA and to the California
25 Attorney General, County District Attorneys, and City Attorneys for each city containing a
26 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,
27 concerning White Sesame Cake containing LEAD, which includes but is not limited to, Nice
28 Choice White Sesame Cake; Net Wt: 3 oz (85g); HAACP & ISO 22000; Product of Taiwan;

1 Manufacturer: HURNG FUR FOODS FACTOREY CO, LTD.; UPC #: 4 711202 220061.

2 9. On or about July 1, 2015, Plaintiff gave notice of alleged violations of Health
3 and Safety Code section 25249.6 with Attorney General number 2015-00633, concerning
4 consumer products exposures, subject to a private action to WALONG, TAWA, and to the
5 California Attorney General, County District Attorneys, and City Attorneys for each city
6 containing a population of at least 750,000 people in whose jurisdictions the violations
7 allegedly occurred, concerning White Sesame Candy containing LEAD, which includes but
8 is not limited to, “Flying Horse® White Sesame Candy; Net Wt 3.5 OZ; UPC # 6 73367
9 48781 6” and “Flying Horse® White Sesame Candy; Net Wt 200g (7oz); Product of
10 Vietnam; Manufactured for/ Distributed by: Walong Marketing, Inc.; UPC # 6 73367 00257
11 6”.

12
13 10. On or about October 14, 2015, Plaintiff gave notice of alleged violations of
14 Health and Safety Code section 25249.6 with Attorney General number 2015-01017,
15 concerning consumer products exposures, subject to a private action to TAWA and to the
16 California Attorney General, County District Attorneys, and City Attorneys for each city
17 containing a population of at least 750,000 people in whose jurisdictions the violations
18 allegedly occurred, concerning Black Sesame Cake containing LEAD, which includes but is
19 not limited to, which includes but is not limited to, “Nice Choice Black Sesame Cake; Net
20 Wt: 3 oz (85g); HAACP & ISO 22000; Product of Taiwan; Manufacturer: HURNG FUR
21 FOODS FACTOREY CO, LTD.; UPC #: 4 711202 221716”.

22 11. On or about November 25, 2015, Plaintiff gave notice of alleged violations of
23 Health and Safety Code section 25249.6 with Attorney General number 2015-01204,
24 concerning consumer products exposures, subject to a private action to TAWA and to the
25 California Attorney General, County District Attorneys, and City Attorneys for each city
26 containing a population of at least 750,000 people in whose jurisdictions the violations
27 allegedly occurred, concerning Roasted Crispy Seaweed containing LEAD, which includes
28 but is not limited to, which includes but is not limited to, “Wasabi Roasted Laver,

1 'Manufactured & Packed by Haejeo Food Co., Ltd., Imported by Woosung America Corp.'
2 (Net Wt. 4g) UPC 8809275102042”.

3 12. On or about December 23, 2015, Plaintiff gave notice of alleged violations of
4 Health and Safety Code section 25249.6 with Attorney General number 2015-01298,
5 concerning consumer products exposures, subject to a private action to TAWA and to the
6 California Attorney General, County District Attorneys, and City Attorneys for each city
7 containing a population of at least 750,000 people in whose jurisdictions the violations
8 allegedly occurred, concerning Roasted Crispy Seaweed containing LEAD, which includes
9 but is not limited to, ““SHANLIN” Wild Laver `Q53501 2201 0197' (N.W.: 2.12 OZ (60g) ±
10 10%) : 03.3.550506, 'Manufactory: Luoyuan Shanlin Foods Co., Ltd', Add: Building A,
11 South Industrial Area, Luoyuanwan Development Zone, Fujiam Province, China,
12 PRODUCT: DRIED LAVER, PRODUCT OF CHINA, “UPC: 6 920437 161591””“.

13 14. On or about January 11, 2016, Plaintiff gave notice of alleged violations of
14 Health and Safety Code section 25249.6 with Attorney General number 2016-00006,
15 concerning consumer products exposures, subject to a private action to TAWA , and to the
16 California Attorney General, County District Attorneys, and City Attorneys for each city
17 containing a population of at least 750,000 people in whose jurisdictions the violations
18 allegedly occurred, concerning Dried Seaweed Slice containing LEAD, which includes but is
19 not limited to, “Spring Farm” Dried Seaweed Slice, Net Wt: 1.05oz (30g) Ingredients: Dried
20 Seaweed. 'Distributed by: Big Green (USA) Inc. UPC: 6 78452 14003 4”.

21 14. On or about February 5, 2016, Plaintiff gave notice of alleged violations of
22 Health and Safety Code section 25249.6 with Attorney General number 2016-00107,
23 concerning consumer products exposures, subject to a private action to WALONG, TAWA,
24 and to the California Attorney General, County District Attorneys, and City Attorneys for
25 each city containing a population of at least 750,000 people in whose jurisdictions the
26 violations allegedly occurred, concerning Roasted Seaweed containing CADMIUM and
27 LEAD, which includes but is not limited to, “MIZUHO, YAKI NOLI, Roasted Seaweed. Net
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1 WT: 1.0 oz (28g) 10 Sheets. “Distributed by Walong Marketing, Inc.” UPC: 6 73367 35528
2 3”.

3 15. On or about February 19, 2016, Plaintiff gave notice of alleged violations of
4 Health and Safety Code section 25249.6 with Attorney General number 2016-00132,
5 concerning consumer products exposures, subject to a private action to WALONG, TAWA,
6 and to the California Attorney General, County District Attorneys, and City Attorneys for
7 each city containing a population of at least 750,000 people in whose jurisdictions the
8 violations allegedly occurred, concerning Roasted Seaweed containing CADMIUM, which
9 includes but is not limited to, “MIZUHO® ITA NOLI DRIED SEAWEED; NET WT: 1.0
10 OZ (28g); 10 Sheets; PRODUCT OF CHINA; MANUFACTURED FOR/ DISTRIBUTED
11 BY: WALONG MARKETING, INC.; UPC: 6 73367 35529 0”.

12 16. On or about May 4, 2016, Plaintiff gave notice of alleged violations of Health
13 and Safety Code section 25249.6 with Attorney General number 2016-00417, concerning
14 consumer products exposures, subject to a private action to TAWA, and to the California
15 Attorney General, County District Attorneys, and City Attorneys for each city containing a
16 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,
17 concerning Seasoned Seaweed containing LEAD, which includes but is not limited to,
18 “Traditionally Seasoned Seaweed”. Net Wt: .16 oz (4.5g) x 8Pack; Importer: JF & K INC.
19 2985 E. Miraloma Ave. Unit M Anaheim CA 92806; Product of Korea; UPC: 8 809168
20 836757 (outer package); UPC: 8 809168 836641 (inner package)”.

21 17. On or about August 29, 2018, Plaintiff gave notice of alleged violations of
22 Health and Safety Code section 25249.6 with Attorney General number 2018-01620
23 concerning consumer products exposures, subject to a private action to TAWA and to the
24 California Attorney General, County District Attorneys, and City Attorneys for each city
25 containing a population of at least 750,000 people in whose jurisdictions the violations
26 allegedly occurred, concerning the Dried Seafood containing LEAD and CADMIUM, which
27 includes but is not limited to, “CARL’s;” “CRISPY ANCHOVY;” “DILIS;” “HOT &
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1 SPICY;” “NET WT. 1.41 OZ (40G);” “SERVING SIZE 40G;” “MANUFACTURED BY:
2 LA CARLOTA FOOD ENTERPRISE;” “PRODUCT OF THE PHILIPPINES;” “CFRR-
3 RIV-FM-3182;” “LOT NO.: CAH1115A;” “4809011 259270”; “CARL’s;” “CRISPY
4 ANCHOVY;” “DILIS;” “NET WT. 1.41 OZ (40G);” “SERVING SIZE 40G:”
5 “MANUFACTURED BY: LA CARLOTA FOOD ENTERPRISE;” “PRODUCT OF
6 PHILIPPINES;” “CFRR-RIV-FM-3182;” “LOT NO.: CAR1115A;” “4809011 259263”;
7 “CARL’s;” “CRISPY SQUID;” “PUSIT;” “NET WT. 1.41 OZ (40G);” “SERVING SIZE
8 40G:” “MANUFACTURED BY: LA CARLOTA FOOD ENTERPRISE;” “PRODUCT OF
9 PHILIPPINES;” “CFRR-RIV-FM-3182;” “LOT NO.: CSR1115A;” “4809011 259089”;
10 “CARL’s;” “CRISPY SQUID;” “PUSIT;” “NET WT. 1.41 OZ (40G);” “SERVING SIZE
11 40G:” “MANUFACTURED BY: LA CARLOTA FOOD ENTERPRISE;” “PRODUCT OF
12 PHILIPPINES;” “CFRR-RIV-FM-3182;” “LOT NO.: CSH1115A;” “4809011 259256”.

14 18. On or about February 26, 2019, Plaintiff gave notice of alleged violations of
15 Health and Safety Code section 25249.6 with Attorney General number 2019-00405,
16 concerning consumer products exposures, subject to a private action to TAWA and to the
17 California Attorney General, County District Attorneys, and City Attorneys for each city
18 containing a population of at least 750,000 people in whose jurisdictions the violations
19 allegedly occurred, concerning the product Crispy Seaweed with Almond containing
20 CADMIUM, which includes but is not limited to, “San Wei Wu Crispy Seaweed with
21 Almond”; “Ingredients: Seaweed, Sesame, Almond, Sugar, Soy”; “40g (1.4 oz)”; “Product of
22 Taiwan”; “UPC 4 711942 856025”.

23 19. On or about October 31, 2019, Plaintiff gave notice of alleged violations of
24 Health and Safety Code Section 25249.6 with Attorney General number 2019-02058,
25 concerning consumer products exposures subject to a private action to WALONG and to the
26 California Attorney General, County District Attorneys, and City Attorneys for each city
27 containing a population of at least 750,000 people in whose jurisdictions the violations
28 allegedly occurred, concerning the Dried Seaweed containing LEAD and CADMIUM, which

1 includes but is not limited to, “DRIED SEAWEED;” “NET WT: 50g (1.76oz);” “ASIAN
2 TASTE;” “Best Before Apr. 30. 2020.,” “PRODUCT OF CHINA;” “PACK FOR: Shanghai
3 Wachine Trading Co., Ltd. Rm 303, Information Tower, No.1403 Minsheng Rd, Pudong,
4 Shanghai, China 200135;” “6 73367 35022 6”.

5
6 20. On or about July 7, 2020, Plaintiff gave notice of alleged violations of Health
7 and Safety Code Section 25249.6 with Attorney General number 2020-01696, concerning
8 consumer products exposures subject to a private action to TAWA and WALONG and to the
9 California Attorney General, County District Attorneys, and City Attorneys for each city
10 containing a population of at least 750,000 people in whose jurisdictions the violations
11 allegedly occurred, concerning Seaweed containing LEAD, CADMIUM, and ARSENIC
12 which includes but is not limited to, “DRIED SEAWEED;” “NET WT: 50g (1.76oz);”
13 “ASIAN TASTE;” “Best Before Apr. 30. 2020.,” “PRODUCT OF CHINA;” “PACK FOR:
14 Shanghai Wachine Trading Co., Ltd. Rm 303, Information Tower, No.1403 Minsheng Rd,
15 Pudong, Shanghai, China 200135;” “6 73367 35022 6”.

16
17 21. On or about July 10, 2020, Plaintiff gave notice of alleged violations of Health
18 and Safety Code Section 25249.6 with Attorney General number 2020-01708, concerning
19 consumer products exposures subject to a private action to WALONG and to the California
20 Attorney General, County District Attorneys, and City Attorneys for each city containing a
21 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,
22 concerning Seaweed containing CADMIUM, which includes but is not limited to,
23 “HanAsiaTM”; “Korean Roasted Seaweed 100% All Natural”; “Net Wt: 0.18oz (5g);”
24 “Product of Korea”; “UPC 6 73367 35 100 1”.

25
26 22. On or about August 11, 2020, Plaintiff gave notice of alleged violations of
27 Health and Safety Code Section 25249.6 with Attorney General number 2020-02072,
28 concerning consumer products exposures subject to a private action to TAWA and
WALONG and to the California Attorney General, County District Attorneys, and City
Attorneys for each city containing a population of at least 750,000 people in whose

1 jurisdictions the violations allegedly occurred, concerning Roasted Seaweed containing
2 CADMIUM, LEAD, and ARSENIC, which includes but is not limited to, “ASIAN TASTE”;
3 “DRIED SEAWEED”; “INGREDIENT: LAVER”; “NET WT: 50G (1.76oz)”; “PACK FOR
4 SHANGHAI WACHINE TRADING CO., LTD”; “UPC 6 73367 35022 6”; “PRODUCT OF
5 CHINA”.

6
7 23. On or about August 18, 2020, Plaintiff gave notice of alleged violations of
8 Health and Safety Code Section 25249.6 with Attorney General number 2020-02144,
9 concerning consumer products exposures subject to a private action to TAWA and to the
10 California Attorney General, County District Attorneys, and City Attorneys for each city
11 containing a population of at least 750,000 people in whose jurisdictions the violations
12 allegedly occurred, concerning Pollock Crisp Chips containing LEAD, which includes but is
13 not limited to,, “POLLOCK CRISP”; “NET WT. 1.41 oz (40 GM)”; “Jane-Jane”; “UPC 4
14 710030 212422”; “APPROVED NO. 7F3 0062”; “ORIGIN OF TAIWAN”.

15 24. On or about December 17, 2020, Plaintiff gave notice of alleged violations of
16 Health and Safety Code Section 25249.6 with Attorney General number 2020-03563,
17 concerning consumer products exposures subject to a private action to TAWA and to the
18 California Attorney General, County District Attorneys, and City Attorneys for each city
19 containing a population of at least 750,000 people in whose jurisdictions the violations
20 allegedly occurred, concerning Roasted Eel Fillet containing LEAD, which includes but is
21 not limited to, “EEL FRESH FLAVOUR”; “ROASTED EEL FILLET (FRESH FLAVOR)”;
22 “40G”; “BING YANG. FROM THE OCEAN”; “UPC 6 970175 900730”; “PRODUCT OF
23 CHINA”.

24 25. On or about December 24, 2020, Plaintiff gave notice of alleged violations of
25 Health and Safety Code Section 25249.6 with Attorney General number 2020-03568
26 concerning consumer products exposures subject to a private action to TAWA and to the
27 California Attorney General, County District Attorneys, and City Attorneys for each city
28 containing a population of at least 750,000 people in whose jurisdictions the violations

1 allegedly occurred, concerning Crispy Seaweed containing LEAD which includes but is not
2 limited to, “KAKAKAO FRIENDS”; “KWANG CHEON KIM”; “CRISPY SEAWEED”;
3 “4G NET WT. 0.14 OZ”; “UPC INDIVIUAL BAG: 8 809395 752219”; “UPC BUNDLE: 8
4 809395 752226 4G x 16 NET WT: 16 PKGS x 0.14 OZ (4G)”; “PRODUCT OF KOREA”.

5
6 26. On or about November 3, 2022, Plaintiff gave notice of alleged violations of
7 Health and Safety Code Section 25249.6 with Attorney General number 2022-02655
8 concerning consumer products exposures subject to a private action to TAWA and to the
9 California Attorney General, County District Attorneys, and City Attorneys for each city
10 containing a population of at least 750,000 people in whose jurisdictions the violations
11 allegedly occurred, concerning Dried Mushrooms containing LEAD and CADMIUM which
12 includes but is not limited to, “Growland Dried Mushrooms”): “Growland”; “White Flower
13 Mushroom”; “Net Wt. 8 oz (227 g)”; “Best Before 04.12.2024”; “UPC 8 513041 330125”;
14 and “Growland”; “Wild Hazel Mushroom”; “Net Wt. 6 oz (170 g)”; “Best Before
15 05.03.2025”; “UPC 8 513041330194”.

16
17 27. On or about December 2, 2022, Plaintiff gave notice of alleged violations of
18 Health and Safety Code Section 25249.6 with Attorney General number 2022-02879
19 concerning consumer products exposures subject to a private action to TAWA and to the
20 California Attorney General, County District Attorneys, and City Attorneys for each city
21 containing a population of at least 750,000 people in whose jurisdictions the violations
22 allegedly occurred, concerning Dried Mushrooms containing CADMIUM which includes but
23 is not limited to, “Forest TM”; “Dried Shitake Mushroom”; “Net Wt. 10 oz”; “Distributed by:
24 Forest Foods Corporation”; “Product of China”; “UPC 6 943090 400388”.

25
26 28. On or about January 12, 2023, Plaintiff gave notice of alleged violations of
27 Health and Safety Code Section 25249.6 with Attorney General number 2023-00123
28 concerning consumer products exposures subject to a private action to TAWA and to the
California Attorney General, County District Attorneys, and City Attorneys for each city
containing a population of at least 750,000 people in whose jurisdictions the violations

1 allegedly occurred, concerning Seaweed containing LEAD which includes but is not limited
2 to, “Bestore Quality & Value”; “Spicy Kelp”; “Net Wt. 218g (7.68 oz)” ; “U.S. Distributor”;
3 “Kuiyi International Inc.”; “Best Before: 12/10/2022”; “Product of China”; “A20220315
4 HTY H”; “UPC 6 953240 732474”.

5 29. On or about January 18, 2023, Plaintiff gave notice of alleged violations of
6 Health and Safety Code Section 25249.6 with Attorney General number 2023-00169
7 concerning consumer products exposures subject to a private action to TAWA and to the
8 California Attorney General, County District Attorneys, and City Attorneys for each city
9 containing a population of at least 750,000 people in whose jurisdictions the violations
10 allegedly occurred, concerning Dried Squids containing LEAD and CADMIUM which
11 includes but is not limited to, “Flower”; “Dried Squid”; “Net Wt. 4 oz (114 g)” ; “Product of
12 China”; “Manufacturer: Kimspring Nominees Ltd. H.K.”; “Imported by Evergrow Trading
13 Inc.”; “Product of China”; “UPC 7 09888 40129 8” and “Flower”; “Dried Squid”; “Net Wt. 4
14 oz (114 g)” ; “Product of China”; “Manufacturer: Kimspring Nominees Ltd.”; “Product of
15 China”; “UPC 7 09888 40130 4”.

16 30. On or about January 26, 2023, Plaintiff gave notice of alleged violations of
17 Health and Safety Code Section 25249.6 with Attorney General number 2023-00272
18 concerning consumer products exposures subject to a private action to TAWA and to the
19 California Attorney General, County District Attorneys, and City Attorneys for each city
20 containing a population of at least 750,000 people in whose jurisdictions the violations
21 allegedly occurred, concerning Bamboo Shoots containing LEAD which includes but is not
22 limited to, “Preserved Bamboo Shoot”; “Net Wt. 280 g (8.8 oz)” ; “Manufactured by: Sichuan
23 Fuxin Food Co., Ltd.”; “UPC 6 923807 807181”.

24 31. On or about November 12, 2021, Plaintiff gave notice of alleged violations of
25 Health and Safety Code Section 25249.6 with Attorney General number 2021-02827
26 concerning consumer products exposures subject to a private action to TAWA and to the
27 California Attorney General, County District Attorneys, and City Attorneys for each city
28

1 containing a population of at least 750,000 people in whose jurisdictions the violations
2 allegedly occurred, concerning Shrimp Sauce containing LEAD which includes but is not
3 limited to, “Lee Kum Kee”; “Shrimp Sauce (Finely Ground)”; “Mam Tom Thuong Hang”;
4 “Net Wt. 8 oz (227g); “UPC 0 78895 40001 4”; “Product of China”.

5
6 32. On or about February 21, 2023, Plaintiff gave notice of alleged violations of
7 Health and Safety Code Section 25249.6 with Attorney General number 2023-00529
8 concerning consumer products exposures subject to a private action to TAWA and to the
9 California Attorney General, County District Attorneys, and City Attorneys for each city
10 containing a population of at least 750,000 people in whose jurisdictions the violations
11 allegedly occurred, concerning the Fish Jerky containing LEAD and CADMIUM which
12 includes but is not limited to, “Sanh Yuan”; “Ta Yuan”; “Prepared Fish Jerky”; “Net Wt. 2.5
13 oz”; “C1014a”; “Sanh Yuan Enterprises Co., Ltd.”; “Product of Taiwan”; “8 88988 80068 9”

14 33. On or about February 21, 2023, Plaintiff gave notice of alleged violations of
15 Health and Safety Code Section 25249.6 with Attorney General number 2023-00524
16 concerning consumer products exposures subject to a private action to TAWA and to the
17 California Attorney General, County District Attorneys, and City Attorneys for each city
18 containing a population of at least 750,000 people in whose jurisdictions the violations
19 allegedly occurred, concerning Dried Mushrooms containing LEAD and CADMIUM which
20 includes but is not limited to, “Growland”; “Organic Planted”; “Organic Black Fungus”;
21 “Made in China”; “Net Wt. 8 oz (227 g)”; “Growland Inc”; “6 012025L”; “UPC 8 513041
22 228569”.

23 34. On or about February 11, 2021, Plaintiff gave notice of alleged violations of
24 Health and Safety Code Section 25249.6 with Attorney General number 2021-00379
25 concerning consumer products exposures subject to a private action to TAWA and to the
26 California Attorney General, County District Attorneys, and City Attorneys for each city
27 containing a population of at least 750,000 people in whose jurisdictions the violations
28 allegedly occurred, concerning Cinnamon Powder containing LEAD which includes but is

1 not limited to, “Flower”; “Natural is Best”; “Come In Trading Development Limited”;
2 “Cortex Cinnamon Powder”; “Nt Wt: 40z (114g)”; “UPC 7 09888 40102 1”; “Made in
3 China”.

4 35. On or about October 8, 2020, Plaintiff gave notice of alleged violations of
5 Health and Safety Code Section 25249.6 with Attorney General number 2020-02660
6 concerning consumer products exposures subject to a private action to TAWA and to the
7 California Attorney General, County District Attorneys, and City Attorneys for each city
8 containing a population of at least 750,000 people in whose jurisdictions the violations
9 allegedly occurred, concerning Seaweed containing CADMIUM which includes but is not
10 limited to, “Organic Seasoned Seaweed”; “Net Wt. 0.14 oz -- UPC 8 809275 382116”; “Net
11 Wt. 1.27 oz, 4g x9 -- UPC 8 809275 382130”; “Product of Korea”.

12 36. On or about May 18, 2020, Plaintiff gave notice of alleged violations of Health
13 and Safety Code Section 25249.6 with Attorney General number 2020-01228 concerning
14 consumer products exposures subject to a private action to TAWA and to the California
15 Attorney General, County District Attorneys, and City Attorneys for each city containing a
16 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,
17 concerning Seaweed containing LEAD and CADMIUM which includes but is not limited to,
18 “TAIKAE”; “Thick Cut Seaweed”; “Pepper Powder”;” Product Of Taiwan”; “(N.T) : 45g
19 (1.6 oz.)”; “Manufacturer: Day & Day Food Co., Ltd.”; “4 711942 856018”.

20 37. On or about May 14, 2020, Plaintiff gave notice of alleged violations of Health
21 and Safety Code Section 25249.6 with Attorney General number 2020-01221 concerning
22 consumer products exposures subject to a private action to TAWA and WALONG and to the
23 California Attorney General, County District Attorneys, and City Attorneys for each city
24 containing a population of at least 750,000 people in whose jurisdictions the violations
25 allegedly occurred, concerning Seaweed containing LEAD, CADMIUM, and ARSENIC
26 which includes but is not limited to, “Asian Taste”; “Dried Seaweed”; “Net Wt: 100g
27 (3.5oz); “Packed for Shanghai Wachine Trading Co., Ltd.”; “UPC 6 73367 35021 9”;
28

1 “Product of China”.

2 38. On or about March 3, 2020, Plaintiff gave notice of alleged violations of
3 Health and Safety Code Section 25249.6 with Attorney General number 2020-00529
4 concerning consumer products exposures subject to a private action to TAWA and to the
5 California Attorney General, County District Attorneys, and City Attorneys for each city
6 containing a population of at least 750,000 people in whose jurisdictions the violations
7 allegedly occurred, concerning Cinnamomi Powder containing LEAD and CADMIUM
8 which includes but is not limited to, “FLOWER;” “NATURAL IS BEST;” “Cortex
9 Cinnamomi Powder;” “Nt Wt / Poids net 114g;” “ING: Cortex Cinnamomi;”
10 “MANUFACTURER: KIMSPRING NOMINEES LTD.H.K.,” “IMPORTED BY:
11 EVERGROW TRADING INC. SCARBOROUGH, ON M1S 3J1;” “PRODUCT OF
12 CHINA;” “7 09888 40102 1;”.

13 39. On or about January 16, 2020, Plaintiff gave notice of alleged violations of
14 Health and Safety Code Section 25249.6 with Attorney General number 2020-00131
15 concerning consumer products exposures subject to a private action to TAWA and to the
16 California Attorney General, County District Attorneys, and City Attorneys for each city
17 containing a population of at least 750,000 people in whose jurisdictions the violations
18 allegedly occurred, concerning Seaweed containing LEAD which includes but is not limited
19 to, “Triple-M Crispy Seaweed TM”; “Simply Delicious”; “100% Vegetarian”; “Original
20 Flavour”; “Resealable Zipper”; “Net Weight (1.27 oz)” ; “10-1-04551-1-0009”;
21 “Manufactured by Triple-M Products Co. Ltd”; www.mmmseaweedsnacks.com; “UPC 8
22 858752 601288”; “Product of Thailand”.

23 40. On or about January 16, 2020, Plaintiff gave notice of alleged violations of
24 Health and Safety Code Section 25249.6 with Attorney General number 2020-00125
25 concerning consumer products exposures subject to a private action to TAWA and to the
26 California Attorney General, County District Attorneys, and City Attorneys for each city
27 containing a population of at least 750,000 people in whose jurisdictions the violations
28

1 allegedly occurred, concerning Liquorice Powder containing LEAD which includes but is not
2 limited to, “Liquorice Powder N.W. 4oz (114g);” “FLOWER ®”; “Natural is Best”;
3 “Manufacturer: Kimspring Nominees Ltd H.K.”; “UPC 7 09888 40030 7” .

4
5 41. On or about December 4, 2019, Plaintiff gave notice of alleged violations of
6 Health and Safety Code Section 25249.6 with Attorney General number 2019-02247
7 concerning consumer products exposures subject to a private action to TAWA and to the
8 California Attorney General, County District Attorneys, and City Attorneys for each city
9 containing a population of at least 750,000 people in whose jurisdictions the violations
10 allegedly occurred, concerning Crispy Seaweeds containing LEAD and CADMIUM which
11 includes but is not limited to, “Simply Delicious;” “Crispy Seaweed;” “Triple .M;” “Hot &
12 Spicy Flavour;” “Net Weight (1.27OZ) g.,” “10-1-04551-1-0010;” “Manufactured by Triple-
13 M Products Co., Ltd. 65 Soi Tieantalay 26 Yak Bangkhuntiean-Chaytalay Rd, Thakham,
14 Bangkhuntiean, Bangkok 10150 THAILAND;” “www.mmmseaweedsnacks.com;” “US GW
15 71013 MFG250 418 EXP250 420;” “PRODUCT OF THAILAND;” “8 858752 601295;”.

16
17 42. On or about November 15, 2019, Plaintiff gave notice of alleged violations of
18 Health and Safety Code Section 25249.6 with Attorney General number 2019-02154
19 concerning consumer products exposures subject to a private action to TAWA and to the
20 California Attorney General, County District Attorneys, and City Attorneys for each city
21 containing a population of at least 750,000 people in whose jurisdictions the violations
22 allegedly occurred, concerning Seaweed containing LEAD which includes but is not limited
23 to, “Simply Delicious Crispy Seaweed TM; “Triple.M”; “Seafood Flavour”; “Resealable
24 Zipper”; “Net Weight (1.27 oz) g.”; “10-1-04551-1-0011”; “Sandwich. Drink. Soup”;
25 “Manufactured by Triple-M Products Co., Ltd;” www.mmmseaweedsnacks.com”; “UPC 8
26 858752 601301”; “Product of Thailand”.

27
28 43. On or about October 30, 2019, Plaintiff gave notice of alleged violations of
Health and Safety Code Section 25249.6 with Attorney General number 2019-02061
concerning consumer products exposures subject to a private action to TAWA and to the

1 California Attorney General, County District Attorneys, and City Attorneys for each city
2 containing a population of at least 750,000 people in whose jurisdictions the violations
3 allegedly occurred, concerning Seaweed containing LEAD and CADMIUM which includes
4 but is not limited to, “TAI KAE Thick Cut Seaweed”; “Pepper Powder”; “(N.T) 45g (1.6
5 oz)”; “Product of Taiwan”; “UPC 4 711942 856018”.

6 44. On or about October 18, 2019, Plaintiff gave notice of alleged violations of
7 Health and Safety Code Section 25249.6 with Attorney General number 2019-01963
8 concerning consumer products exposures subject to a private action to TAWA and to the
9 California Attorney General, County District Attorneys, and City Attorneys for each city
10 containing a population of at least 750,000 people in whose jurisdictions the violations
11 allegedly occurred, concerning Seaweed containing CADMIUM which includes but is not
12 limited to, “San Wei Wu;” “40g (1.4 o.z);” “2019.01.25;” “PRODUCT OF TAIWAN;”
13 “Crispy Seaweed With Almond;” “Manufacturer: Day & Day Food Co., Ltd.,” “4 711942
14 856025”.

15 45. On or about October 2, 2019, Plaintiff gave notice of alleged violations of
16 Health and Safety Code Section 25249.6 with Attorney General number 2019-01872
17 concerning consumer products exposures subject to a private action to TAWA and to the
18 California Attorney General, County District Attorneys, and City Attorneys for each city
19 containing a population of at least 750,000 people in whose jurisdictions the violations
20 allegedly occurred, concerning Ginger Powder containing LEAD and ARSENIC which
21 includes but is not limited to, “Wu Hsing ® Net Wt: 30g 1.1 oz Ginger Powder”; “UPC 4
22 710868 801096”; “Made in Taiwan”.

23 46. On or about September 24, 2019, Plaintiff gave notice of alleged violations of
24 Health and Safety Code Section 25249.6 with Attorney General number 2019-01837
25 concerning consumer products exposures subject to a private action to TAWA and
26 WALONG and to the California Attorney General, County District Attorneys, and City
27 Attorneys for each city containing a population of at least 750,000 people in whose
28

1 jurisdictions the violations allegedly occurred, concerning Jarred/Canned Bamboo Shoots
2 containing LEAD which includes but is not limited to, “KIMBO;” “CHILI BAMBOO
3 SHOOTS IN SOYBEAN OIL;” “NET WT.: 12 OZ(340g);” “Walong Marketing, Inc. 6281
4 Regio Ave. Buena Park, CA 90620-1042;” “PRODUCT OF TAIWAN;” “6 73367 32025 0”.

5
6 47. On or about July 17, 2019, Plaintiff gave notice of alleged violations of Health
7 and Safety Code Section 25249.6 with Attorney General number 2019-01420 concerning
8 consumer products exposures subject to a private action to TAWA and to the California
9 Attorney General, County District Attorneys, and City Attorneys for each city containing a
10 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,
11 concerning Seaweed containing LEAD and CADMIUM which includes but is not limited to,
12 Tai Kae Crispy Seaweed; Soy Sauce, UPC 4711942856001; 2019.04.02; Product of Taiwan;
13 ISO22000 HACCP; N.T: 1.6 oz (45g).

14 48. On or about June 23, 2017, Plaintiff gave notice of alleged violations of Health
15 and Safety Code Section 25249.6 with Attorney General number 2017-01608 concerning
16 consumer products exposures subject to a private action to TAWA and WALONG and to the
17 California Attorney General, County District Attorneys, and City Attorneys for each city
18 containing a population of at least 750,000 people in whose jurisdictions the violations
19 allegedly occurred, concerning Seaweed containing LEAD and CADMIUM which includes
20 but is not limited to, “Mizuho;” “Ita Noli;” “Dried Seaweed;” “Net Wt: 1.0 oz (28g);” “10
21 sheets;” “Product of China;” “Manufactured for/Distributed by Walong Marketing, Inc.”;
22 673367355290.

23 49. On or about December 30, 2016, Plaintiff gave notice of alleged violations of
24 Health and Safety Code Section 25249.6 with Attorney General number 2017-00005
25 concerning consumer products exposures subject to a private action to TAWA and
26 WALONG and to the California Attorney General, County District Attorneys, and City
27 Attorneys for each city containing a population of at least 750,000 people in whose
28 jurisdictions the violations allegedly occurred, concerning Seaweed containing LEAD and

1 CADMIUM which includes but is not limited to, Yaki Noli; Roasted Seaweed; Net Wt: 1.0
2 OZ (28g); 10 Sheets; Serving Per Container 1; Demonstration picture: eel hand roll;
3 Manufactured for / Distributed By: Walong Marketing, Inc.; Buena Park, CA 90620; UPC:
4 673367355283.

5 50. On or about December 2, 2016, Plaintiff gave notice of alleged violations of
6 Health and Safety Code Section 25249.6 with Attorney General number 2016-01418
7 concerning consumer products exposures subject to a private action to TAWA and to the
8 California Attorney General, County District Attorneys, and City Attorneys for each city
9 containing a population of at least 750,000 people in whose jurisdictions the violations
10 allegedly occurred, concerning Seaweed containing LEAD and CADMIUM which includes
11 but is not limited to, “Bgreen”; “DRIED SEAWEED (WAKAME)”; “COOKING
12 INSTRUCTIONS: Put dried seaweed in hot water for 2 to 3 minutes. Drain the water and
13 then use the prepared seaweed in a soup, salad, or hot pot.”; Distributed by Big Green (USA)
14 Inc. Industry CA 91748' PRODUCT OF CHINA; UPC: 678452300025; Net wt. 3.5 OZ
15 (100g).

16 51. On or about July 7, 2020, Plaintiff gave notice of alleged violations of Health
17 and Safety Code Section 25249.6 with Attorney General number 2020-01699 concerning
18 consumer products exposures subject to a private action to WALONG and to the California
19 Attorney General, County District Attorneys, and City Attorneys for each city containing a
20 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,
21 concerning Dried Seaweed containing LEAD and CADMIUM which includes but is not
22 limited to, “DRIED SEAWEED;” “NET WT: 50g (1.76oz);” “ASIAN TASTE;” “Best
23 Before Apr. 30. 2020.,” “PRODUCT OF CHINA;” “PACK FOR: Shanghai Wachine
24 Trading Co., Ltd. Rm 303, Information Tower, No.1403 Minsheng Rd, Pudong, Shanghai,
25 China 200135;” “6 73367 35022 6;”.

26 52. On or about February 21, 2020, Plaintiff gave notice of alleged violations of
27 Health and Safety Code Section 25249.6 with Attorney General number 2020-00447
28

1 concerning consumer products exposures subject to a private action to WALONG and to the
2 California Attorney General, County District Attorneys, and City Attorneys for each city
3 containing a population of at least 750,000 people in whose jurisdictions the violations
4 allegedly occurred, concerning Seaweed containing LEAD which includes but is not limited
5 to, “Simply Delicious Crispy Seaweed TM”; “Triple. M”; “Seafood Flavour”; “Resealable
6 Zipper”; “Net Weight (1.27 oz) g.”; “10-1-04551-1-0011”; “Sandwich. Drink. Soup”;
7 “Manufactured by Triple-M Products Co., Ltd”;” www.mmmseaweedsnacks.com”; “UPC 8
8 858752 601301”; “Product of Thailand”.

9
10 53. On or about February 10, 2020, Plaintiff gave notice of alleged violations of
11 Health and Safety Code Section 25249.6 with Attorney General number 2020-00296
12 concerning consumer products exposures subject to a private action to WALONG and to the
13 California Attorney General, County District Attorneys, and City Attorneys for each city
14 containing a population of at least 750,000 people in whose jurisdictions the violations
15 allegedly occurred, concerning Shredded Kelps containing LEAD which includes but is not
16 limited to, “Vegetable;” “Shredded Kelp Spicy And Hot Flavor;” “Non-Preservative;” “Net
17 Wt: 2. 12OZ;” “Best Before: Jun.09,2020;” “PRODUCT NAME: Shredded Kelp (Spicy and
18 Hot Flavor);” “PRODUCT OF CHINA;” “Registered No. of Export Hygiene: 5100/01056;”
19 “MANUFACTURED FOR/DISTRIBUTED BY: WALONG MARKETING, INC. BUENA
20 PARK, CA 90620;” “Http://www.wjtfood.com;” “6 937082 260777;”.

21 54. On or about November 5, 2020, Plaintiff gave notice of alleged violations of Health
22 and Safety Code Section 25249.6 with Attorney General number 2020-03051 concerning
23 consumer products exposures subject to a private action to TAWA and to the California
24 Attorney General, County District Attorneys, and City Attorneys for each city containing a
25 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,
26 concerning Galangal Powder and Cutcherry Powder containing LEAD which includes but is
27 not limited to, “Rotary ® Galangal Powder”; “Babuk Langkuas”; “Net Wt: 2.8 oz/80 Gr”;
28 “Item Code: BLEILA, P-IRT No. 215317516153”; “UPC 0 44406 01030 0”; “Product of

1 Indonesia”; and “Rotary Cutcherry Powder”; “Babuk KenCur”; “Net Wt: 2.8 oz/80 Gr”;
2 “Item Code: BKEILA, P-IRT No. 215317516153”; “UPC 0 44406 01029 4”; “Product of
3 Indonesia;”.

4 55. On or about February 10, 2020, Plaintiff gave notice of alleged violations of
5 Health and Safety Code Section 25249.6 with Attorney General number 2020-00304
6 concerning consumer products exposures subject to a private action to TAWA and to the
7 California Attorney General, County District Attorneys, and City Attorneys for each city
8 containing a population of at least 750,000 people in whose jurisdictions the violations
9 allegedly occurred, concerning Cassava Chips containing LEAD which includes but is not
10 limited to, “Jans ®”; “Cassava Chips Celery”; “Unbelievably Delicious!”; “Known as Yuca
11 Root”; “Net Wt. 3.52 oz (100g”; “packed for: Jans Enterprises Corp”; www.jansfood.com;
12 “8 38452 00581 2”; “Product of Indonesia”; “UPC 8 38452 00581 2” .

13 14 56. On or about January 7, 2020, Plaintiff gave notice of alleged violations of
15 Health and Safety Code Section 25249.6 with Attorney General number 2020-00024
16 concerning consumer products exposures subject to a private action to TAWA and to the
17 California Attorney General, County District Attorneys, and City Attorneys for each city
18 containing a population of at least 750,000 people in whose jurisdictions the violations
19 allegedly occurred, concerning Seaweed containing LEAD and ARSENIC which includes
20 but is not limited to, “SELECTED PRODUCT;” “DRIED SEAWEED SLICE;” “NET WT.:
21 7oz(200g);” “PRODUCT OF HONGKONG;” “DISTRIBUTED BY: H I L A. CA 90040;” “0
22 45027 10125.

23 57. On or about May 14, 2020, Plaintiff gave notice of alleged violations of Health
24 and Safety Code Section 25249.6 with Attorney General number 2020-01223 concerning
25 consumer products exposures subject to a private action to TAWA and to the California
26 Attorney General, County District Attorneys, and City Attorneys for each city containing a
27 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,
28 concerning Dried Seaweed containing LEAD and ARSENIC which includes but is not

1 limited to, "SELECTED PRODUCT;" "DRIED SEAWEED SLICE;" "NET WT.:
2 7oz(200g);" "PRODUCT OF CHINA;" "DISRTIBUTED BY: H I L A. CA 90040;" "0
3 45027 10125 5;"

4 58. On or about November 12, 2019, Plaintiff gave notice of alleged violations of
5 Health and Safety Code Section 25249.6 with Attorney General number 2019-02119
6 concerning consumer products exposures subject to a private action to TAWA and to the
7 California Attorney General, County District Attorneys, and City Attorneys for each city
8 containing a population of at least 750,000 people in whose jurisdictions the violations
9 allegedly occurred, concerning Seaweed containing CADMIUM which includes but is not
10 limited to, "San WeWu"; "Crispy Seaweed with Almond"; "40g (1.4 oz); "Manufacturer:
11 Day & Day Food Co., Ltd."; "4 711942 856025"; "Made in Taiwan".

12 59. On or about November 5, 2019, Plaintiff gave notice of alleged violations of
13 Health and Safety Code Section 25249.6 with Attorney General number 2019-02083
14 concerning consumer products exposures subject to a private action to TAWA and to the
15 California Attorney General, County District Attorneys, and City Attorneys for each city
16 containing a population of at least 750,000 people in whose jurisdictions the violations
17 allegedly occurred, concerning Ground Ginger containing ARSENIC which includes but is
18 not limited to, "Durkee;" "GROUND GINGER;" "NET WT 0.80 OZ (23 g);" "ACH FOOD
19 COMPANIES, INC. MEMPHIS, TN 38016 USA;" "0 47600 61033 8;" "www.durkee.com;"
20 "BEST 339A7 B;" "BY DEC 04 22;"

21 60. On or about August 29, 2019, Plaintiff gave notice of alleged violations of
22 Health and Safety Code Section 25249.6 with Attorney General number 2019-01682
23 concerning consumer products exposures subject to a private action to TAWA and to the
24 California Attorney General, County District Attorneys, and City Attorneys for each city
25 containing a population of at least 750,000 people in whose jurisdictions the violations
26 allegedly occurred, concerning Rice containing LEAD which includes but is not limited to,
27 "Thai Hom Mali Broken Rice"; "Gao Tam Sol"; "Net Weight: 5 Lbs. (2.27KGS.);"
28

1 “Imported by Oriental Food Bank Inc. Commerce, CA 90040”; “UPC 0 49884 91106 4”.

2 61. On or about May 18, 2017, Plaintiff gave notice of alleged violations of Health
3 and Safety Code Section 25249.6 with Attorney General number 2017-01428 concerning
4 consumer products exposures subject to a private action to TAWA and WALONG and to the
5 California Attorney General, County District Attorneys, and City Attorneys for each city
6 containing a population of at least 750,000 people in whose jurisdictions the violations
7 allegedly occurred, concerning Shrimp Paste containing LEAD which includes but is not
8 limited to, “Shrimp Paste with Soya Bean Oil”; “Gach Tom”; “Super Brand”; “Net Wt. 7 oz.
9 (200 g.)”; “Product of Thailand”; “Distributor: IHA Beverage Commerce, CA 90040”;
10 610232000299.
11

12 62. On or about May 16, 2017, Plaintiff gave notice of alleged violations of Health
13 and Safety Code Section 25249.6 with Attorney General number 2017-01426 concerning
14 consumer products exposures subject to a private action to TAWA and WALONG and to the
15 California Attorney General, County District Attorneys, and City Attorneys for each city
16 containing a population of at least 750,000 people in whose jurisdictions the violations
17 allegedly occurred, concerning Dried Anchovies containing LEAD which includes but is not
18 limited to, “Dried Kaeri Anchovy”; “Net Wt. 2 oz. (57g)”; “ Distributed by: Arcadia Trading
19 Inc., Brooklyn, NY 11211”; “Product of Japan”; 6183490124808.
20

21 63. On or about March 9, 2016, Plaintiff gave notice of alleged violations of
22 Health and Safety Code Section 25249.6 with Attorney General number 2016-00195
23 concerning consumer products exposures subject to a private action to TAWA and to the
24 California Attorney General, County District Attorneys, and City Attorneys for each city
25 containing a population of at least 750,000 people in whose jurisdictions the violations
26 allegedly occurred, concerning Seaweed containing CADMIUM which includes but is not
27 limited to, Nagai's Roasted Seaweed Sushi Nori; Net Wt. 1.0 oz (28 g); 10 sheets; Product of
28 China; Exported by Nagai Nori USA, Inc.; UPC #: 0 11152 15297 4.

64. On or about May 2, 2016, Plaintiff gave notice of alleged violations of Health

1 and Safety Code Section 25249.6 with Attorney General number 2016-00422 concerning
2 consumer products exposures subject to a private action to TAWA and to the California
3 Attorney General, County District Attorneys, and City Attorneys for each city containing a
4 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,
5 concerning Seaweed containing LEAD which includes but is not limited to, SURA KOREA,
6 ALGUE SECHEE ASSAISONNE, Seasoned Seaweed with Anchovy; Net Wt 85g (3oz)
7 ITEM NO. 12544 UPC: 0 87703 12544 5.

8
9 65. On or about December 18, 2015, Plaintiff gave notice of alleged violations of
10 Health and Safety Code Section 25249.6 with Attorney General number 2015-01294
11 concerning consumer products exposures subject to a private action to TAWA and to the
12 California Attorney General, County District Attorneys, and City Attorneys for each city
13 containing a population of at least 750,000 people in whose jurisdictions the violations
14 allegedly occurred, concerning Seaweed containing LEAD which includes but is not limited
15 to, “Dried Laver, Algue Sechee. Distributed by Haitai, Inc., Product of Korea. Net Wt. 4oz.
16 UPC: 0 20914 80246 0”.

17 66. On or about November 7, 2014, Plaintiff gave notice of alleged violations of
18 Health and Safety Code Section 25249.6 with Attorney General number 2014-01238
19 concerning consumer products exposures subject to a private action to TAWA and to the
20 California Attorney General, County District Attorneys, and City Attorneys for each city
21 containing a population of at least 750,000 people in whose jurisdictions the violations
22 allegedly occurred, concerning Rice Products containing LEAD which includes but is not
23 limited to, ““Banh Trang Viet Nam Galettes de Riz” Rice Paper “Safoco” Logo of Red
24 Check Mark with a Red Star (Size: 22cm Nt Wt 300g [10.6 oz]) “MADE IN VIETNAM”,
25 UPC 8 934678 040032”.

26 67. On or about February 17, 2014, Plaintiff gave notice of alleged violations of
27 Health and Safety Code Section 25249.6 with Attorney General number 2014-00140
28 concerning consumer products exposures subject to a private action to TAWA and to the

1 California Attorney General, County District Attorneys, and City Attorneys for each city
2 containing a population of at least 750,000 people in whose jurisdictions the violations
3 allegedly occurred, concerning Rice containing ARSENIC which includes but is not limited
4 to, Kagayaki® Brown Rice, California Premium Short Grain, Product of USA, Distributed
5 by Daiei Trading Co., Inc., CTC Food International, Inc., Bar Code: 784145100572,
6 Designed by Marutaka.

7
8 68. On or about February 5, 2014, Plaintiff gave notice of alleged violations of
9 Health and Safety Code Section 25249.6 with Attorney General number 2014-00130
10 concerning consumer products exposures subject to a private action to TAWA and to the
11 California Attorney General, County District Attorneys, and City Attorneys for each city
12 containing a population of at least 750,000 people in whose jurisdictions the violations
13 allegedly occurred, concerning Rice containing ARSENIC which includes but is not limited
14 to, Sunlight Black Oryza Sativa L. (Glutinous Rice) Bar Code: 4 710943 101578; and
15 GREENMAX® Since 1961 Brown Rice, Mayushan Foods Co., LTD, Bar Code: 4 713398
16 112151.

17 69. On or about December 11, 2019, Plaintiff gave notice of alleged violations of
18 Health and Safety Code Section 25249.6 with Attorney General number 2019-02298
19 concerning consumer products exposures subject to a private action to TAWA and to the
20 California Attorney General, County District Attorneys, and City Attorneys for each city
21 containing a population of at least 750,000 people in whose jurisdictions the violations
22 allegedly occurred, concerning Roasted Seaweeds containing ARSENIC which includes but
23 is not limited to, “Roasted Seaweed;” “BEST BY 04.2020;” “NET WT.: 0.56OZ (16g);”
24 “MADE IN KOREA;” “DISTRIBUTED BY: CTC FOOD INTERNATIONAL INC. DBA
25 ORIENTAL TRADING CO., INTERNATIONAL RICHMOND, CA 94804 USA;” “0
26 74601 00836 9;”.

1 **EXHIBIT B**
2 **(RETAIL WARNING SIGNS)**

3 **(LASC CASE NO. BC634011 - CONSENT JUDGMENT)**
4

5 [Language in brackets is optional]
6

7 1. For Bamboo Products (as defined herein):

8 [California Proposition 65] **WARNING:** Consuming [Insert Brands] bamboo
9 shoot products offered for sale on these shelves can expose you to chemicals including lead,
10 which is [are] known to the State of California to cause cancer and birth defects or other
11 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

12 Or if Settling Defendants' suppliers of all bamboo shoot products that Settling
13 Defendants offer for sale in California communicate that those bamboo shoot products
14 should be sold with a Proposition 65 warning, and/or if Settling Defendants have testing or
15 other specific information that demonstrates that all bamboo shoot products they offer for
16 sale in California should be sold with a Proposition 65 warning, Settling Defendants can at
17 their option use the retail warning sign below. After any initial determination to use the retail
18 warning sign below (should such a determination be made), Settling Defendants shall
19 reassess any new relevant information provided to them (if any) to determine whether that
20 new information continues to demonstrate that a Proposition 65 warning for all bamboo
21 shoot products they offer for sale in California should be provided, except that Settling
22 Defendants do not need to engage in any reassessment of new information provided to them
23 where their suppliers of all bamboo shoot products that Settling Defendants offer for sale in
24 California have communicated that those bamboo shoot products should be sold with a
25 Proposition 65 warning.

26 [California Proposition 65] **WARNING:** Consuming bamboo shoot products
27 offered for sale on these shelves can expose you to chemicals including lead, which is [are]
28

1 known to the State of California to cause cancer and birth defects or other reproductive harm.
2 For more information, go to www.P65Warnings.ca.gov/food

3 2. For Cassava Products (as defined herein):

4 [California Proposition 65] **WARNING:** Consuming [Insert Brands] cassava
5 chip products offered for sale on these shelves can expose you to chemicals including lead,
6 which is [are] known to the State of California to cause cancer and birth defects or other
7 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

8 Or if Settling Defendants' suppliers of all cassava chip products that Settling
9 Defendants offer for sale in California communicate that those cassava chip products should
10 be sold with a Proposition 65 warning, and/or if Settling Defendants have testing or other
11 specific information that demonstrates that all cassava chip products they offer for sale in
12 California should be sold with a Proposition 65 warning, Settling Defendants can at their
13 option use the retail warning sign below. After any initial determination to use the retail
14 warning sign below (should such a determination be made), Settling Defendants shall
15 reassess any new relevant information provided to them (if any) to determine whether that
16 new information continues to demonstrate that a Proposition 65 warning for all cassava chip
17 products they offer for sale in California should be provided, except that Settling Defendants
18 do not need to engage in any reassessment of new information provided to them where their
19 suppliers of all cassava chip products that Settling Defendants offer for sale in California
20 have communicated that those cassava chip products should be sold with a Proposition 65
21 warning.

22 [California Proposition 65] **WARNING:** Consuming cassava chip products
23 offered for sale on these shelves can expose you to chemicals including lead, which is [are]
24 known to the State of California to cause cancer and birth defects or other reproductive harm.
25 For more information, go to www.P65Warnings.ca.gov/food

26 3. For Mushroom Products (as defined herein):

27 [California Proposition 65] **WARNING:** Consuming [Insert Brands] dried
28

1 mushroom and fungus products offered for sale on these shelves can expose you to chemicals
2 including lead [and cadmium], which is [are] known to the State of California to cause
3 cancer and birth defects or other reproductive harm. For more information, go to
4 www.P65Warnings.ca.gov/food

5
6 Or if Settling Defendants' suppliers of all dried mushroom and fungus
7 products that Settling Defendants offer for sale in California communicate that those dried
8 mushroom and fungus products should be sold with a Proposition 65 warning, and/or if
9 Settling Defendants have testing or other specific information that demonstrates that all dried
10 mushroom and fungus products they offer for sale in California should be sold with a
11 Proposition 65 warning, Settling Defendants can at their option use the retail warning sign
12 below. After any initial determination to use the retail warning sign below (should such a
13 determination be made), Settling Defendants shall reassess any new relevant information
14 provided to them (if any) to determine whether that new information continues to
15 demonstrate that a Proposition 65 warning for all dried mushroom and fungus products they
16 offer for sale in California should be provided, except that Settling Defendants do not need to
17 engage in any reassessment of new information provided to them where their suppliers of all
18 dried mushroom and fungus products that Settling Defendants offer for sale in California
19 have communicated that those dried mushroom and fungus products should be sold with a
20 Proposition 65 warning.

21 [California Proposition 65] **WARNING:** Consuming dried mushroom and
22 fungus products offered for sale on these shelves can expose you to chemicals including lead
23 [and cadmium], which is [are] known to the State of California to cause cancer and birth
24 defects or other reproductive harm. For more information, go to
25 www.P65Warnings.ca.gov/food

26 4. For Rice and Rice Paper Products (as defined herein):

27 [California Proposition 65] **WARNING:** Consuming [Insert Brands] rice and
28 rice paper products offered for sale on these shelves can expose you to chemicals including

1 lead [and arsenic], which is [are] known to the State of California to cause cancer and birth
2 defects or other reproductive harm. For more information, go to
3 www.P65Warnings.ca.gov/food

4 Or if Settling Defendants' suppliers of all rice and rice paper products that
5 Settling Defendants offer for sale in California communicate that those rice and rice paper
6 products should be sold with a Proposition 65 warning, and/or if Settling Defendants have
7 testing or other specific information that demonstrates that all rice and rice paper products
8 they offer for sale in California should be sold with a Proposition 65 warning, Settling
9 Defendants can at their option use the retail warning sign below. After any initial
10 determination to use the retail warning sign below (should such a determination be made),
11 Settling Defendants shall reassess any new relevant information provided to them (if any) to
12 determine whether that new information continues to demonstrate that a Proposition 65
13 warning for all rice and rice paper products they offer for sale in California should be
14 provided, except that Settling Defendants do not need to engage in any reassessment of new
15 information provided to them where their suppliers of all rice and rice paper products that
16 Settling Defendants offer for sale in California have communicated that those rice and rice
17 paper products should be sold with a Proposition 65 warning.

18 [California Proposition 65] **WARNING:** Consuming rice and rice paper
19 products offered for sale on these shelves can expose you to chemicals including lead [and
20 arsenic], which is [are] known to the State of California to cause cancer and birth defects or
21 other reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

22
23 5. For Squid (as defined herein):

24 [California Proposition 65] **WARNING:** Consuming [Insert Brands] dried
25 squid products offered for sale on these shelves can expose you to chemicals including lead
26 [and cadmium], which is [are] known to the State of California to cause cancer and birth
27 defects or other reproductive harm. For more information, go to
28 www.P65Warnings.ca.gov/food

1 Or if Settling Defendants’ suppliers of all dried squid products that Settling
2 Defendants offer for sale in California communicate that those dried squid products should
3 be sold with a Proposition 65 warning, and/or if Settling Defendants have testing or other
4 specific information that demonstrates that all dried squid products they offer for sale in
5 California should be sold with a Proposition 65 warning, Settling Defendants can at their
6 option use the retail warning sign below. After any initial determination to use the retail
7 warning sign below (should such a determination be made), Settling Defendants shall
8 reassess any new relevant information provided to them (if any) to determine whether that
9 new information continues to demonstrate that a Proposition 65 warning for all dried squid
10 products they offer for sale in California should be provided, except that Settling Defendants
11 do not need to engage in any reassessment of new information provided to them where their
12 suppliers of all dried squid products that Settling Defendants offer for sale in California have
13 communicated that those dried squid products should be sold with a Proposition 65 warning.

14 [California Proposition 65] **WARNING:** Consuming dried squid products
15 offered for sale on these shelves can expose you to chemicals including lead [and cadmium],
16 which is [are] known to the State of California to cause cancer and birth defects or other
17 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

18
19 6. For Anchovies (as defined herein):

20 [California Proposition 65] **WARNING:** Consuming [Insert Brands] dried
21 anchovy products offered for sale on these shelves can expose you to chemicals including
22 lead [and cadmium], which is [are] known to the State of California to cause cancer and birth
23 defects or other reproductive harm. For more information, go to
24 www.P65Warnings.ca.gov/food

25 Or if Settling Defendants’ suppliers of all dried anchovy products that Settling
26 Defendants offer for sale in California communicate that those dried anchovy products
27 should be sold with a Proposition 65 warning, and/or if Settling Defendants have testing or
28 other specific information that demonstrates that all dried anchovy products they offer for

1 sale in California should be sold with a Proposition 65 warning, Settling Defendants can at
2 their option use the retail warning sign below. After any initial determination to use the retail
3 warning sign below (should such a determination be made), Settling Defendants shall
4 reassess any new relevant information provided to them (if any) to determine whether that
5 new information continues to demonstrate that a Proposition 65 warning for all dried
6 anchovy products they offer for sale in California should be provided, except that Settling
7 Defendants do not need to engage in any reassessment of new information provided to them
8 where their suppliers of all dried anchovy products that Settling Defendants offer for sale in
9 California have communicated that those dried anchovy products should be sold with a
10 Proposition 65 warning.
11

12 [California Proposition 65] **WARNING:** Consuming dried anchovy products
13 offered for sale on these shelves can expose you to chemicals including lead [and cadmium],
14 which is [are] known to the State of California to cause cancer and birth defects or other
15 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

16 7. For Eel Products (as defined herein):

17 [California Proposition 65] **WARNING:** Consuming [Insert Brands] eel
18 products offered for sale on these shelves can expose you to chemicals including lead, which
19 is [are] known to the State of California to cause cancer and birth defects or other
20 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

21 Or if Settling Defendants' suppliers of all eel products that Settling Defendants
22 offer for sale in California communicate that those eel products should be sold with a
23 Proposition 65 warning, and/or if Settling Defendants have testing or other specific
24 information that demonstrates that all eel products they offer for sale in California should be
25 sold with a Proposition 65 warning, Settling Defendants can at their option use the retail
26 warning sign below. After any initial determination to use the retail warning sign below
27 (should such a determination be made), Settling Defendants shall reassess any new relevant
28 information provided to them (if any) to determine whether that new information continues

1 to demonstrate that a Proposition 65 warning for all eel products they offer for sale in
2 California should be provided, except that Settling Defendants do not need to engage in any
3 reassessment of new information provided to them where their suppliers of all eel products
4 that Settling Defendants offer for sale in California have communicated that those eel
5 products should be sold with a Proposition 65 warning.

6 [California Proposition 65] **WARNING:** Consuming eel products offered for
7 sale on these shelves can expose you to chemicals including lead, which is [are] known to the
8 State of California to cause cancer and birth defects or other reproductive harm. For more
9 information, go to www.P65Warnings.ca.gov/food

10
11 8. For Pollock (as defined herein):

12 [California Proposition 65] **WARNING:** Consuming [Insert Brands] pollock
13 products offered for sale on these shelves can expose you to chemicals including lead, which
14 is [are] known to the State of California to cause cancer and birth defects or other
15 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

16 Or if Settling Defendants' suppliers of all pollock products that Settling
17 Defendants offer for sale in California communicate that those pollock products should be
18 sold with a Proposition 65 warning, and/or if Settling Defendants have testing or other
19 specific information that demonstrates that all pollock products they offer for sale in
20 California should be sold with a Proposition 65 warning, Settling Defendants can at their
21 option use the retail warning sign below. After any initial determination to use the retail
22 warning sign below (should such a determination be made), Settling Defendants shall
23 reassess any new relevant information provided to them (if any) to determine whether that
24 new information continues to demonstrate that a Proposition 65 warning for all pollock
25 products they offer for sale in California should be provided, except that Settling Defendants
26 do not need to engage in any reassessment of new information provided to them where their
27 suppliers of all pollock products that Settling Defendants offer for sale in California have
28 communicated that those pollock products should be sold with a Proposition 65 warning.

1 [California Proposition 65] **WARNING:** Consuming pollock products offered
2 for sale on these shelves can expose you to chemicals including lead, which is [are] known to
3 the State of California to cause cancer and birth defects or other reproductive harm. For more
4 information, go to www.P65Warnings.ca.gov/food

5
6 9. For Seaweed Products (as defined herein):

7 [California Proposition 65] **WARNING:** Consuming [Insert Brands] seaweed
8 products including, but not limited to, seaweed, sea vegetables, and kelp, offered for sale on
9 these shelves can expose you to chemicals including lead, [cadmium, and arsenic,] which is
10 [are] known to the State of California to cause cancer and birth defects or other reproductive
11 harm. For more information, go to www.P65Warnings.ca.gov/food

12 Or if Settling Defendants' suppliers of all seaweed products including, but not
13 limited to, seaweed, sea vegetables, and kelp, that Settling Defendants offer for sale in
14 California communicate that those seaweed products including, but not limited to, seaweed,
15 sea vegetables, and kelp, should be sold with a Proposition 65 warning, and/or if Settling
16 Defendants have testing or other specific information that demonstrates that all seaweed
17 products including, but not limited to, seaweed, sea vegetables, and kelp, they offer for sale
18 in California should be sold with a Proposition 65 warning, Settling Defendants can at their
19 option use the retail warning sign below. After any initial determination to use the retail
20 warning sign below (should such a determination be made), Settling Defendants shall
21 reassess any new relevant information provided to them (if any) to determine whether that
22 new information continues to demonstrate that a Proposition 65 warning for all seaweed
23 products including, but not limited to, seaweed, sea vegetables, and kelp, they offer for sale
24 in California should be provided, except that Settling Defendants do not need to engage in
25 any reassessment of new information provided to them where their suppliers of all seaweed
26 products including, but not limited to, seaweed, sea vegetables, and kelp, that Settling
27 Defendants offer for sale in California have communicated that those seaweed products
28

1 including, but not limited to, seaweed, sea vegetables, and kelp, should be sold with a
2 Proposition 65 warning.

3 [California Proposition 65] **WARNING:** Consuming seaweed products
4 including, but not limited to, seaweed, sea vegetables, and kelp, offered for sale on these
5 shelves can expose you to chemicals including lead, [cadmium, and arsenic,] which is [are]
6 known to the State of California to cause cancer and birth defects or other reproductive harm.
7 For more information, go to www.P65Warnings.ca.gov/food

8
9 10. For Sesame Products (as defined herein):

10 [California Proposition 65] **WARNING:** Consuming [Insert Brands] sesame
11 products offered for sale on these shelves can expose you to chemicals including lead, which
12 is [are] known to the State of California to cause cancer and birth defects or other
13 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

14 Or if Settling Defendants' suppliers of all sesame products that Settling
15 Defendants offer for sale in California communicate that those sesame products should be
16 sold with a Proposition 65 warning, and/or if Settling Defendants have testing or other
17 specific information that demonstrates that all sesame products they offer for sale in
18 California should be sold with a Proposition 65 warning, Settling Defendants can at their
19 option use the retail warning sign below. After any initial determination to use the retail
20 warning sign below (should such a determination be made), Settling Defendants shall
21 reassess any new relevant information provided to them (if any) to determine whether that
22 new information continues to demonstrate that a Proposition 65 warning for all sesame
23 products they offer for sale in California should be provided, except that Settling Defendants
24 do not need to engage in any reassessment of new information provided to them where their
25 suppliers of all sesame products that Settling Defendants offer for sale in California have
26 communicated that those sesame products should be sold with a Proposition 65 warning.

27 [California Proposition 65] **WARNING:** Consuming sesame products offered
28 for sale on these shelves can expose you to chemicals including lead, which is [are] known to

1 the State of California to cause cancer and birth defects or other reproductive harm. For more
2 information, go to www.P65Warnings.ca.gov/food

3 11. For Shrimp Paste and Shrimp Sauce Products:

4 [California Proposition 65] **WARNING:** Consuming [Insert Brands] shrimp
5 paste and shrimp sauce products offered for sale on these shelves can expose you to
6 chemicals including lead, which is [are] known to the State of California to cause cancer and
7 birth defects or other reproductive harm. For more information, go to
8 www.P65Warnings.ca.gov/food

9
10 Or if Settling Defendants' suppliers of all shrimp paste and shrimp sauce
11 products that Settling Defendants offer for sale in California communicate that those shrimp
12 paste and shrimp sauce products should be sold with a Proposition 65 warning, and/or if
13 Settling Defendants have testing or other specific information that demonstrates that all
14 shrimp paste and shrimp sauce products they offer for sale in California should be sold with a
15 Proposition 65 warning, Settling Defendants can at their option use the retail warning sign
16 below. After any initial determination to use the retail warning sign below (should such a
17 determination be made), Settling Defendants shall reassess any new relevant information
18 provided to them (if any) to determine whether that new information continues to
19 demonstrate that a Proposition 65 warning for all shrimp paste and shrimp sauce products
20 they offer for sale in California should be provided, except that Settling Defendants do not
21 need to engage in any reassessment of new information provided to them where their
22 suppliers of all shrimp paste and shrimp sauce products that Settling Defendants offer for
23 sale in California have communicated that those shrimp paste and shrimp sauce products
24 should be sold with a Proposition 65 warning.

25 [California Proposition 65] **WARNING:** Consuming shrimp paste and shrimp
26 sauce products offered for sale on these shelves can expose you to chemicals including lead,
27 which is [are] known to the State of California to cause cancer and birth defects or other
28 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

1 12. For Fish (as defined herein):

2 [California Proposition 65] **WARNING:** Consuming [Insert Brands] fish jerky
3 products offered for sale on these shelves can expose you to chemicals including lead [and
4 cadmium], which is [are] known to the State of California to cause cancer and birth defects
5 or other reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

6 Or if Settling Defendants’ suppliers of all fish jerky products that Settling
7 Defendants offer for sale in California communicate that those fish jerky products should be
8 sold with a Proposition 65 warning, and/or if Settling Defendants have testing or other
9 specific information that demonstrates that all fish jerky products they offer for sale in
10 California should be sold with a Proposition 65 warning, Settling Defendants can at their
11 option use the retail warning sign below. After any initial determination to use the retail
12 warning sign below (should such a determination be made), Settling Defendants shall
13 reassess any new relevant information provided to them (if any) to determine whether that
14 new information continues to demonstrate that a Proposition 65 warning for all fish jerky
15 products they offer for sale in California should be provided, except that Settling Defendants
16 do not need to engage in any reassessment of new information provided to them where their
17 suppliers of all fish jerky products that Settling Defendants offer for sale in California have
18 communicated that those fish jerky products should be sold with a Proposition 65 warning.

19 [California Proposition 65] **WARNING:** Consuming fish jerky products
20 offered for sale on these shelves can expose you to chemicals including lead [and cadmium],
21 which is [are] known to the State of California to cause cancer and birth defects or other
22 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

23 13. For Cinnamon (as defined herein):

24 [California Proposition 65] **WARNING:** Consuming [Insert Brands]
25 cinnamon powder products offered for sale on these shelves can expose you to chemicals
26 including lead [and cadmium], which is [are] known to the State of California to cause
27 cancer and birth defects or other reproductive harm. For more information, go to
28

1 www.P65Warnings.ca.gov/food

2 Or if Settling Defendants’ suppliers of all cinnamon powder products that
3 Settling Defendants offer for sale in California communicate that those cinnamon powder
4 products should be sold with a Proposition 65 warning, and/or if Settling Defendants have
5 testing or other specific information that demonstrates that all cinnamon powder products
6 they offer for sale in California should be sold with a Proposition 65 warning, Settling
7 Defendants can at their option use the retail warning sign below. After any initial
8 determination to use the retail warning sign below (should such a determination be made),
9 Settling Defendants shall reassess any new relevant information provided to them (if any) to
10 determine whether that new information continues to demonstrate that a Proposition 65
11 warning for all cinnamon powder products they offer for sale in California should be
12 provided, except that Settling Defendants do not need to engage in any reassessment of new
13 information provided to them where their suppliers of all cinnamon powder products that
14 Settling Defendants offer for sale in California have communicated that those cinnamon
15 powder products should be sold with a Proposition 65 warning.

17 [California Proposition 65] **WARNING:** Consuming cinnamon powder
18 products offered for sale on these shelves can expose you to chemicals including lead [and
19 cadmium], which is [are] known to the State of California to cause cancer and birth defects
20 or other reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

21 14. For Liquorice (as defined herein):

22 [California Proposition 65] **WARNING:** Consuming [Insert Brands] liquorice
23 powder products offered for sale on these shelves can expose you to chemicals including
24 lead, which is [are] known to the State of California to cause cancer and birth defects or other
25 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

26 Or if Settling Defendants’ suppliers of all liquorice powder products that
27 Settling Defendants offer for sale in California communicate that those liquorice powder
28 products should be sold with a Proposition 65 warning, and/or if Settling Defendants have

1 testing or other specific information that demonstrates that all liquorice powder products they
2 offer for sale in California should be sold with a Proposition 65 warning, Settling Defendants
3 can at their option use the retail warning sign below. After any initial determination to use
4 the retail warning sign below (should such a determination be made), Settling Defendants
5 shall reassess any new relevant information provided to them (if any) to determine whether
6 that new information continues to demonstrate that a Proposition 65 warning for all liquorice
7 powder products they offer for sale in California should be provided, except that Settling
8 Defendants do not need to engage in any reassessment of new information provided to them
9 where their suppliers of all liquorice powder products that Settling Defendants offer for sale
10 in California have communicated that those liquorice powder products should be sold with a
11 Proposition 65 warning.
12

13 [California Proposition 65] **WARNING:** Consuming liquorice powder
14 products offered for sale on these shelves can expose you to chemicals including lead, which
15 is [are] known to the State of California to cause cancer and birth defects or other
16 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

17 15. For Ginger (as defined herein):

18 [California Proposition 65] **WARNING:** Consuming [Insert Brands] ginger
19 products offered for sale on these shelves can expose you to chemicals including lead [and
20 arsenic], which is [are] known to the State of California to cause cancer and birth defects or
21 other reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

22 Or if Settling Defendants' suppliers of all ginger products that Settling
23 Defendants offer for sale in California communicate that those ginger products should be
24 sold with a Proposition 65 warning, and/or if Settling Defendants have testing or other
25 specific information that demonstrates that all ginger products they offer for sale in
26 California should be sold with a Proposition 65 warning, Settling Defendants can at their
27 option use the retail warning sign below. After any initial determination to use the retail
28 warning sign below (should such a determination be made), Settling Defendants shall

1 reassess any new relevant information provided to them (if any) to determine whether that
2 new information continues to demonstrate that a Proposition 65 warning for all ginger
3 products they offer for sale in California should be provided, except that Settling Defendants
4 do not need to engage in any reassessment of new information provided to them where their
5 suppliers of all ginger products that Settling Defendants offer for sale in California have
6 communicated that those ginger products should be sold with a Proposition 65 warning.

7 [California Proposition 65] **WARNING:** Consuming ginger products offered
8 for sale on these shelves can expose you to chemicals including lead [and arsenic], which is
9 [are] known to the State of California to cause cancer and birth defects or other reproductive
10 harm. For more information, go to www.P65Warnings.ca.gov/food

11
12 16. For Galangal (as defined herein):

13 [California Proposition 65] **WARNING:** Consuming [Insert Brands] galangal
14 powder products offered for sale on these shelves can expose you to chemicals including
15 lead, which is [are] known to the State of California to cause cancer and birth defects or other
16 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

17 Or if Settling Defendants' suppliers of all galangal powder products that
18 Settling Defendants offer for sale in California communicate that those galangal powder
19 products should be sold with a Proposition 65 warning, and/or if Settling Defendants have
20 testing or other specific information that demonstrates that all galangal powder products they
21 offer for sale in California should be sold with a Proposition 65 warning, Settling Defendants
22 can at their option use the retail warning sign below. After any initial determination to use
23 the retail warning sign below (should such a determination be made), Settling Defendants
24 shall reassess any new relevant information provided to them (if any) to determine whether
25 that new information continues to demonstrate that a Proposition 65 warning for all galangal
26 powder products they offer for sale in California should be provided, except that Settling
27 Defendants do not need to engage in any reassessment of new information provided to them
28 where their suppliers of all galangal powder products that Settling Defendants offer for sale

1 in California have communicated that those galangal powder products should be sold with a
2 Proposition 65 warning.

3 [California Proposition 65] **WARNING:** Consuming galangal powder
4 products offered for sale on these shelves can expose you to chemicals including lead, which
5 is [are] known to the State of California to cause cancer and birth defects or other
6 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

7
8 17. For Cutcherry (as defined herein):

9 [California Proposition 65] **WARNING:** Consuming [Insert Brands] cutcherry
10 powder products offered for sale on these shelves can expose you to chemicals including
11 lead, which is [are] known to the State of California to cause cancer and birth defects or other
12 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

13 Or if Settling Defendants' suppliers of all cutcherry powder products that
14 Settling Defendants offer for sale in California communicate that those cutcherry powder
15 products should be sold with a Proposition 65 warning, and/or if Settling Defendants have
16 testing or other specific information that demonstrates that all cutcherry powder products
17 they offer for sale in California should be sold with a Proposition 65 warning, Settling
18 Defendants can at their option use the retail warning sign below. After any initial
19 determination to use the retail warning sign below (should such a determination be made),
20 Settling Defendants shall reassess any new relevant information provided to them (if any) to
21 determine whether that new information continues to demonstrate that a Proposition 65
22 warning for all cutcherry powder products they offer for sale in California should be
23 provided, except that Settling Defendants do not need to engage in any reassessment of new
24 information provided to them where their suppliers of all cutcherry powder products that
25 Settling Defendants offer for sale in California have communicated that those cutcherry
26 powder products should be sold with a Proposition 65 warning.

27 [California Proposition 65] **WARNING:** Consuming cutcherry powder
28 products offered for sale on these shelves can expose you to chemicals including lead, which

1 is [are] known to the State of California to cause cancer and birth defects or other
2 reproductive harm. For more information, go to www.P65Warnings.ca.gov/food

3 18. The Settling Defendants may also use any specific safe-harbor warning
4 content and method set forth in Title 27, California Code of Regulations, § 25600, *et seq.*, as
5 amended effective as of August 30, 2018, and subsequently thereafter. The Settling
6 Defendants may add supplemental information to any safe-harbor warning to the extent that
7 it identifies the source of the exposure or provides information on how to avoid or reduce
8 exposure to the identified chemical or chemicals.
9