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Attorneys for Plaintiffs,
Consumer Advocacy Group, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

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

Plaintiff,

v.

CTC FOOD INTERNATIONAL, INC., a California Corporation; TAWA SUPERMARKET, INC., a California Corporation; ORIENTAL TRADING CO., is a business entity form unknown, HOA BINH POMONA SUPERMARKET, a business entity form unknown; and DOES 1-20;

Defendants.

CASE NO. RG15784625

CONSENT JUDGMENT [~~PROPOSED~~]

Health & Safety Code § 25249.5 *et seq.*

Dept. 23

Judge: Brad Seligman

Complaint filed: September 4, 2015

1. INTRODUCTION

1.1 This Consent Judgment is entered into by and between Plaintiff, CONSUMER ADVOCACY GROUP, INC. ("Plaintiff" or "CAG") acting on behalf of itself and in the interest of the public, and Defendant CTC FOOD INTERNATIONAL, INC. ("CTC" or "Defendant"), with each a "Party" to the action and collectively referred to as the "Parties."

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1.2 **Defendant and Covered Products**

1.2.1 CAG alleges that CTC is a California corporation which employs ten or more persons. For purposes of this Consent Judgment only, CTC is deemed a person in the course of doing business in California and subject to the provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. ("Proposition 65").

1.2.2 CAG alleges that Defendant manufactures, causes to be manufactured, sells, or distributes certain seaweed in California.

1.3 **Listed Chemicals**

1.3.1 Lead and lead compounds have been listed by the State of California as known to cause cancer and/or birth defects or other reproductive harm.

1.3.2 Cadmium and cadmium compounds have been listed by the State of California as known to cause cancer and/or birth defects or other reproductive harm.

1.4 **Notices of Violation.**

1.4.1 On or about January 9, 2015, CAG served Defendant and various public enforcement agencies with a document titled "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("January 9, 2015 Notice") that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to cadmium and cadmium compounds contained in certain roasted seaweed sold by Defendant in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the January 9, 2015 Notice.

1.4.2 On or about June 19, 2015, CAG served Defendant and various public enforcement agencies with a document titled "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("June 19, 2015 Notice") that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to lead and lead

compounds contained in certain roasted seaweed sold by Defendant in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the June 19, 2015 Notice.

1.4.3 On or about December 18, 2015, CAG served Defendant and various public enforcement agencies with a document titled "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("December 18, 2015 Notice") that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to lead and lead compounds contained in certain roasted seaweed sold by Defendant in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the December 18, 2015 Notice.

1.4.4 On or about December 23, 2015, CAG served Defendant and various public enforcement agencies with a document titled "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("December 23, 2015 Notice") that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to lead and lead compounds contained in certain roasted seaweed sold by Defendant in California. No public enforcer has commenced or diligently prosecuted the allegations set forth in the December 23, 2015 Notice.

1.4.5 On or about December 31, 2015, CAG served Defendant and various public enforcement agencies with a document titled "60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986" ("December 31, 2015 Notice") that provided the recipients with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to lead and lead compounds contained in certain roasted seaweed sold by Defendant in California. No

public enforcer has commenced or diligently prosecuted the allegations set forth in the December 31, 2015 Notice.

1.4.6 Collectively, the 60-day notices described in paragraphs 1.4.1-1.4.5 above are hereafter referred to as the "Notices."

1.5 **Complaints.**

1.5.1 On September 4, 2015, CAG filed a Complaint against Defendant for civil penalties and injunctive relief (the "Complaint") in Alameda County Superior Court, Case No. RG15784625, alleging that Defendant violated Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to Lead and Cadmium in certain roasted seaweeds Defendant distributed and/or sold in California.

1.5.2 On March 8, 2016, CAG filed a Complaint for civil penalties and injunctive relief (the "Del Mar Complaint") in Los Angeles County Superior Court, Case No. BC613069, alleging violations of Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to Lead in certain roasted seaweeds Defendant distributed and/or sold in California. The Defendant's products are at issue in the 6th Cause of Action in the Del Mar Complaint.

1.5.3 On September 14, 2016, CAG filed a Complaint for civil penalties and injunctive relief (the "Tawa Complaint") in Los Angeles County Superior Court, Case No. BC634011, alleging violations of Proposition 65 for allegedly failing to give clear and reasonable warnings of alleged exposure to Lead in certain roasted seaweeds Defendant distributed and/or sold in California. The Defendant's products are at issue in the 15th Cause of Action in the Tawa Complaint.

1.6 **Consent to Jurisdiction**

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction

over Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full settlement and resolution of the allegations against Defendant contained in the Complaint, and of all claims which were or could have been raised by any person or entity based in whole or in part, directly or indirectly, on the facts alleged therein or arising therefrom or related thereto.

1.7 **No Admission**

This Consent Judgment resolves claims that are denied and disputed. The Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent Judgment shall be construed as an admission by the Parties of any material allegation in the Notices or the Complaints, or of any fact, conclusion of law, issue of law or violation of law of any kind, including without limitation, any admission concerning any alleged or actual violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine, including but not limited to the meaning of the terms "knowingly and intentionally expose" or "clear and reasonable warning" as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability by any Defendant, its officers, directors, employees, or parent, subsidiary or affiliated corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other or future legal proceeding, except as expressly provided in this Consent Judgment.

2. DEFINITIONS

2.1 "Covered Products" means: roasted seaweed products distributed by CTC Food International Inc.

2.2 "Effective Date" means the date that this Consent Judgment is approved by the Court.

2.3 "Lead" means lead and lead compounds.

2.4 "Cadmium" means cadmium and cadmium compounds.

2.5 "Listed Chemicals" means Lead and Cadmium.

2.6 "Notices" collectively means the 60-day notices described in paragraphs 1.4.1-1.4.5 above.

2.7 "Existing Stock" shall mean the Covered Products currently on hand of the Effective Date.

3. INJUNCTIVE RELIEF & CLEAR AND REASONABLE WARNINGS.

3.1 Except for Existing Stock, after the Effective Date, Defendant shall not sell, offer for sale in California, or ship for sale in California any Covered Products unless the level of Lead does not exceed 75 parts per billion ("ppb") and the level of Cadmium does not exceed 85 ppb, except as set forth herein. For any Covered Products that exceed those respective levels of Lead or Cadmium that are sold in California after the Effective Date, Defendant must provide a Proposition 65 compliant warning on each individual pack of the Covered Products as set forth below. Any warning provided pursuant to this section shall be provided on (a) the labeling of, affixed to the packaging of, or directly on the outer packaging of a larger package containing 3 or more individual packs of Covered Products and (b) each individual pack of Covered Products, and shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. The Parties agree that warning language that complies with the Regulations at 27 Cal. Code of Regulations Section 25601 et seq. shall constitute compliance with Proposition 65 with respect to the alleged Listed Chemicals in the Covered Products distributed and/or sold by the Defendant after the Effective Date.

3.2 For any Existing Stock of Covered Products still existing in Defendant's inventory as of the Effective Date, Defendant shall place a Proposition 65 compliant warning on them. Any warning provided pursuant to this section shall be affixed to the outer packaging of a larger package containing 3 or more individual packs of Covered Products, and be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions before purchase or use. The warning shall comply with any warning to be given under Section 3.1 above.

3.3 For Defendant's Existing Stock of Covered Products as of the Effective Date, Defendant shall place on the outer packaging of a larger package containing 3 or more individual packs of Covered Products, and any other multiple pack of Covered Product, a label which states: "Individual Packets not authorized for individual sale." In addition, immediately after the Effective Date, Defendant shall confirm in writing to its retailers that sale of individual packs of the Covered Products is prohibited.

4. SETTLEMENT PAYMENT

4.1 **Payment and Due Date**: Defendant shall pay a total of three-hundred and twenty-five thousand dollars and zero cents ($325,000) in full and complete settlement of any and all claims for civil penalties, damages, attorney's fees, expert fees or any other claim for costs, expenses or monetary relief of any kind for claims that were or could have been asserted in the Notices or Complaints, as follows:

4.1.1 **Civil Penalty**: Defendant shall issue two separate checks totaling forty-thousand dollars ($40,000.00) as follows for alleged civil penalties pursuant to Health & Safety Code § 25249.12: 40K

(a) Defendant will pay to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA") the amount of thirty-thousand dollars ($30,000.00)

representing 75% of the total civil penalty and Defendant will pay to CAG the amount of ten thousand dollars ($10,000.00) representing 25% of the total civil penalty;

(b) Separate 1099s shall be issued for each of the above payments: Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95184 (EIN: 68-0284486) in the amount of $30,000.00. Defendant will also issue a 1099 to CAG in the amount of $10,000.00 and deliver it to CAG c/o Yeroushalmi & Yeroushalmi, 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

4.1.2 **Reimbursement of Attorneys Fees and Costs:** Defendant shall pay two hundred and eighty-five thousand dollars ($285,000.00) payable to "Yeroushalmi & Yeroushalmi" as complete reimbursement for any and all reasonable 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 Defendant's attention, litigating, negotiating a settlement in the public interest, and seeking and obtaining court approval of this Consent Judgment.

4.2 Other than the payment 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.

4.3 The payment to OEHHA shall be delivered directly to Office of Environmental Health Hazard Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Defendant shall provide CAG with a copy of the check to OEHHA concurrently with payment to OEHHA and shall confirm in writing that Defendant's payment to OEHHA was made.

5. MATTERS COVERED BY THIS CONSENT JUDGMENT

5.1 This Consent Judgment is a full, final, and binding resolution between CAG, on behalf of itself and in the public interest, and Defendant and their officers, directors, insurers, employees, parents, shareholders, divisions, subdivisions, subsidiaries, partners, affiliates, sister companies, and their successors and assigns ("Defendant Releasees"), and all entities to whom

Defendant directly or indirectly distribute or sell Covered Products, including, but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensees, and the successors and assigns of any of them, who may use, maintain, distribute or sell Covered Products ("Downstream Defendant Releasees"), of all claims for alleged or actual violations of Proposition 65 for alleged exposures to the Listed Chemicals from Covered Products manufactured, distributed or sold by Defendant up through the Effective Date as set forth in the Notices and Complaint. Defendant and Defendant Releasees' compliance with this Consent Judgment shall constitute compliance with Proposition 65 with respect to alleged exposures to the Listed Chemicals from Covered Products sold by Defendant Releasees or Downstream Defendant Releasees after the Effective Date. Nothing in this Section affects CAG's right to commence or prosecute an action under Proposition 65 against any person other than Defendant, Defendant Releasees, or Downstream Defendant Releasees. Defendant, Defendant Releasees and Downstream Defendant Releasees are hereafter collectively referred to as the "Released Parties".

5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "Claims"), against the Released Parties arising from any actual or alleged violation of Proposition 65 or any other statutory or common law claim regarding the Covered Products manufactured, distributed or sold by the Released Parties through the Effective Date regarding any actual or alleged failure to warn about exposure to the Listed Chemicals from the Covered Products. In furtherance of the foregoing, CAG on behalf of itself only, hereby waives any and all rights and benefits which it now has, or in the future may have, conferred upon it with respect to Claims regarding the Covered Products manufactured, distributed or sold by the

Released Parties through the Effective Date arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to the Listed Chemicals from the Covered Products by virtue of the provisions of section 1542 of the California Civil Code, which provides as follows:

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

CAG understands and acknowledges that the significance and consequence of this waiver of California Civil Code section 1542 is that even if CAG suffers future damages arising out of or resulting from, or related directly or indirectly to, in whole or in part, Claims arising from any violation of Proposition 65 or any other statutory or common law regarding the Covered Products manufactured, distributed or sold by the Released Parties through the Effective Date regarding the failure to warn about actual or alleged exposure to the Listed Chemicals from the Covered Products, CAG will not be able to make any claim for those damages, penalties or other relief against the Released Parties. Furthermore, CAG acknowledges that it intends these consequences for any such Claims arising from any violation of Proposition 65 or any other statutory or common law regarding the failure to warn about exposure to the Listed Chemicals from Covered Products as may exist as of the date of this release but which CAG does not know exist, and which, if known, would materially affect their decision to enter into this Consent Judgment, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

6. ENFORCEMENT OF JUDGMENT

6.1 The terms of this Consent Judgment shall be enforced exclusively by the Parties hereto. The Parties may, by noticed motion or order to show cause before the Superior Court of California, Alameda County, enforce the terms and conditions contained herein. A Party may enforce any of the terms and conditions of this Consent Judgment only after that Party first

provides 90 days notice to the Party allegedly failing to comply with the terms and conditions of this Consent Judgment, and attempts to resolve such Party's failure to comply in an open and good faith manner.

6.2 **Notice of Violation.** Prior to bringing any motion, order to show cause, or other proceeding to enforce the terms of this Consent Judgment, CAG shall provide a Notice of Violation ("NOV") to Defendant. The NOV shall include for each of the Covered Products: (a) the name of the Covered Product; (b) specific dates when the Covered Product was sold in California; (c) the store or other place at which the Covered Product was available for sale to consumers; and (d) any other evidence or support for the allegations in the NOV.

6.2.1 **Non-Contested NOV.** CAG shall take no further action of any kind regarding the alleged violation of the injunctive relief provisions above if, within 60 days of receiving such NOV, Defendant serves a Notice of Election ("NOE") not to contest the NOV that meets one of the following conditions:

(a) A statement that the Covered Products were manufactured or shipped by Defendant for sale in California before the Effective Date; or

(b) A statement that since receiving the NOV Defendant has taken corrective action by either: (i) taking all steps necessary to bring the sale of the product into compliance under the terms of this Consent Judgment; or (ii) requesting that its customers or stores in California, as applicable, remove the Covered Products identified in the NOV from sale in California and destroy or return the Covered Products to Defendant or vendor, as applicable; or (iii) refute the information provided in the NOV.

6.2.2 **Contested NOV.** Defendant may serve a Notice of Election ("NOE") informing CAG of its election to contest the NOV within 30 days of receiving the NOV.

(a) In its election, Defendant may request that the sample(s) of Covered Products tested by CAG be subject to confirmatory testing at an EPA- accredited laboratory.

(b) If the confirmatory testing establishes that the Covered Products do not contain the Listed Chemical in excess of the levels allowed in Section 3.1, above, CAG shall take no further action regarding the alleged violation. If the testing does not establish compliance with Section 3.1, above, Defendant may withdraw its NOE to contest the violation and may serve a new NOE pursuant to Section 6.2.1.

(c) If Defendant does not withdraw a NOE to contest the NOV, the Parties shall meet and confer for a period of no less than 30 days before CAG may seek an order enforcing the terms of this Consent Judgment.

6.3 In any proceeding brought by either Party to enforce this Consent Judgment, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

7. ENTRY OF CONSENT JUDGMENT

7.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and Defendant waive their respective rights to a hearing and trial on the allegations in the Notices and Complaint.

7.2 If this Consent Judgment is not approved in full by the Court: (a) this Consent Judgment and any and all prior agreements between the Parties merged herein shall terminate and become null and void, and the actions shall revert to the status that existed prior to the execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to modify the terms of the Consent Judgment and to resubmit it for approval.

7.3 The Parties shall make all reasonable efforts possible to have the Consent Judgment approved by the Court.

8. MODIFICATION OF JUDGMENT

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

8.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

9. RETENTION OF JURISDICTION

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

10. SERVICE ON THE ATTORNEY GENERAL

10.1 CAG shall serve a copy of this Consent Judgment, signed by both parties, on the California Attorney General so that the Attorney General may review this Consent Judgment prior to its submittal to the Court for approval. No sooner than forty five (45) days after the Attorney General has received the aforementioned copy of this Consent Judgment, CAG may then submit it to the Court for approval.

11. ATTORNEY FEES

11.1 Except as specifically provided in Sections 4.1.2 and 6.3, each Party shall bear its own attorneys' fees and costs in connection with the claims resolved in this Consent Judgment.

12. GOVERNING LAW

12.1 The validity, construction and performance of this Consent Judgment shall be governed by the laws of the State of California, without reference to any conflicts of law provisions of California law.

12.2 In the event that Proposition 65 is repealed, preempted, or is otherwise rendered inapplicable by reason of law generally, or if any of the provisions of this Consent Judgment are rendered inapplicable or are no longer required as a result of any such repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered Products, then Defendant may

provide written notice to CAG of any asserted change in the law, and shall have no further obligations pursuant to this Consent Judgment with respect to, and to the extent that, the Covered Products are so affected. Nothing in this Consent Judgment shall be interpreted to relieve Defendant from any obligation to comply with any other pertinent state or federal law or regulation.

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

13. EXECUTION AND COUNTERPARTS

13.1 This Consent Judgment may be executed in counterparts and by means of facsimile or portable document format (pdf), which taken together shall be deemed to constitute one document and have the same force and effect as original signatures.

14. NOTICES

14.1 Any notices under this Consent Judgment shall be by personal delivery of First Class Mail.

If to CAG:

Reuben Yeroushalmi
Yeroushalmi & Yeroushalmi
9100 Wilshire Boulevard, Suite 240W
Beverly Hills, CA 90212

If to Defendant:

Dear
~~Charles A.~~ McPhee, Jr.
McPhee & McPhee
Attorneys at Law
1300 Clay Street, Suite 600
Oakland, CA 94612

15. AUTHORITY TO STIPULATE

15.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to enter into this Consent Judgment and to execute it on behalf of the Party represented and legally to bind that party.

AGREED TO:

Date: 5/24/19, 2019

Name: Michael Marcus

Title: Director
CONSUMER ADVOCACY GROUP, INC.

AGREED TO:

Date: 5/24/19, 2019

Name: LAWRENCE TANITA

Title: CFO
CTC FOOD INTERNATIONAL, INC.

IT IS SO ORDERED.

Date: 10/22/19

JUDGE OF THE SUPERIOR COURT

(4)

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Case Number: RG15784625
Case Name: Consumer Advocacy Group, Inc. v. CTC Food International, Inc.

RE: CONSENT JUDGMENT

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed: 10/24/2019

Jhalisa Castaneda
Courtroom Clerk, Dept. 23

Reuben Yeroushalmi Peter T. Sato Tiffine E. Malamphy Yeroushalimi & Yeroushalmi An Association of Independent Law Corporations 9100 Wilshire Blvd., Suite 240W Beverly Hills, CA 90212 deanmcp@earthlink.net camcphee@att.net	*Attorneys for Plaintiffs, Consumer Advocacy Group, Inc.*
Dean W. McPhee McPhee & McPhee Attorney at Law 1300 Clay Street, Suite 600 Oakland, CA 94612	*Attorney for Defendant CTC Food International, Inc. dba Oriental Trading Company, and HOA Bin Pomona Supermarket*
Roseann C. Stevenson Attorney at Law 1105 Oleander Way Simi Valley, CA 93065 rcs@tcsesq.com	*Attorney for Defendant Tawa Supermarket, Inc.*

Cc:

Attn: Proposition 65 Coordinator
Office of the Attorney General
1515 Clay Street, Suite 2000
Oakland, CA 94612