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11 Attorneys for Plaintiff  
12 WHITNEY R. LEEMAN, PH.D.

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF SAN FRANCISCO  
15 UNLIMITED CIVIL JURISDICTION

16 WHITNEY R. LEEMAN, PH.D.,  
17 Plaintiff,  
18 v.  
19 STARBUCKS CORPORATION; *et al.*,  
20 Defendants.

Case No. CGC-16-555322

**[PROPOSED] JUDGMENT PURSUANT TO  
TERMS OF PROPOSITION 65  
SETTLEMENT AND CONSENT  
JUDGMENT**

Date: October 13, 2017  
Time: 9:30 a.m.  
Dept: 302  
Judge: Hon. Harold E. Kahn

Reservation No. 6210807-16

**FILED**  
Superior Court of California  
County of San Francisco  
Nov 1 2017  
~~Oct 13 2017~~  
CLERK OF THE COURT  
BY: Lucy Liu  
Deputy Clerk

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1 Plaintiff Whitney R. Leeman, Ph.D. and defendants: (1) Anhing Corporation; (2)  
2 DavidsTea USA, Inc.; (3) Family Foods International, Inc.; (4) Frontier Cooperative; (5)  
3 Granum, Incorporated; (6) Harris Tea Company, LLC; (7) Hocean Inc.; (8) International  
4 Coffee & Tea, LLC; (9) International Tea Importers Incorporated; (10) Rockman  
5 Company(U.S.A.), Inc.; (11) Starbucks Corporation; (12) Starway Inc.; (13) Ten Ren Tea  
6 Co. of San Francisco, Ltd.; (14) Twinings North America, Inc.; (15) Uncle Lee's Tea, Inc.;  
7 (16) Wei-Chuan U.S.A., Inc.; (17) Williams-Sonoma Inc.; (18) Winneram International,  
8 Inc; and (19) Yamamoto of Orient, having agreed that judgment be entered pursuant to the  
9 terms of their settlement agreement in the form of a stipulated judgment ("Consent  
10 Judgment"), and following this Court's issuance of an order approving their Proposition 65  
11 settlement and Consent Judgment, and for good cause being shown,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant to  
13 Health and Safety Code section 25249.7(f)(4) and Code of Civil Procedure section 664.6,  
14 judgment is hereby entered in accordance with the terms of the Consent Judgment attached  
15 hereto as Exhibit 1.

16 **IT IS SO ORDERED.**

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19 Dated: 11/1/17

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

HAROLD KAHN

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22 SEE EXHIBIT "A" RE  
23 COMPLIANCE WITH CRC 3.1312  
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Exhibit 1

1 Clifford A. Chanler, State Bar No. 135534  
2 Josh Voorhees, State Bar No. 241436  
3 THE CHANLER GROUP  
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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF SAN FRANCISCO  
15 UNLIMITED CIVIL JURISDICTION

16 WHITNEY R. LEEMAN, PH.D.,

17 Plaintiff,

18 v.

19 STARBUCKS CORPORATION, *et al.*,

20 Defendants.

Case No. CGC-16-555322

**CONSENT JUDGMENT AS TO  
SETTLING DEFENDANTS ANHING  
CORPORATION; DAVIDSTEA USA,  
INC.; FAMILY FOODS  
INTERNATIONAL, INC.; FRONTIER  
COOPERATIVE; GRANUM,  
INCORPORATED.; HARRIS TEA  
COMPANY, LLC; HOCEAN INC.;  
INTERNATIONAL COFFEE & TEA,  
LLC; INTERNATIONAL TEA  
IMPORTERS INCORPORATED;  
ROCKMAN COMPANY(U.S.A.), INC.;  
STARBUCKS CORPORATION;  
STARWAY INC.; TEN REN TEA CO. OF  
SAN FRANCISCO, LTD.; TWININGS  
NORTH AMERICA, INC.; UNCLE  
LEE'S TEA, INC.; WEI-CHUAN U.S.A.,  
INC.; WILLIAMS-SONOMA INC.;  
WINNERMAN INTERNATIONAL, INC;  
and YAMAMOTO OF ORIENT**

(Health & Safety Code § 25249.6 *et seq.*, and  
Code Civ. Proc. § 664.6)

1     **1. INTRODUCTION**

2             **1.1 Parties**

3             This Consent Judgment is entered into by and between plaintiff WHITNEY R. LEEMAN,  
4     PH.D. ("Plaintiff") on the one hand, and settling defendants ANHING CORPORATION;  
5     DAVIDSTEA USA, INC.; FAMILY FOODS INTERNATIONAL, INC.; FRONTIER  
6     COOPERATIVE; GRANUM, INCORPORATED; HARRIS TEA COMPANY, LLC; HOCEAN  
7     INC.; INTERNATIONAL COFFEE & TEA, LLC; INTERNATIONAL TEA IMPORTERS  
8     INCORPORATED; ROCKMAN COMPANY(U.S.A.), INC.; STARBUCKS CORPORATION;  
9     STARWAY INC.; TEN REN TEA CO. OF SAN FRANCISCO, LTD.; TWININGS NORTH  
10    AMERICA, INC.; UNCLE LEE'S TEA, INC.; WEI-CHUAN U.S.A., INC.; WILLIAMS-SONOMA  
11    INC.; WINNERMAN INTERNATIONAL, INC; and YAMAMOTO OF ORIENT, as further  
12    identified on each Settling Defendant's Exhibit A attached hereto (collectively referred to herein as  
13    "Settling Defendants") on the other hand, with Plaintiff and the Settling Defendants collectively  
14    referred to as the "Parties."

15            **1.2 Plaintiff**

16            Plaintiff is an individual residing in California who seeks to promote awareness of exposures  
17    to toxic chemicals, and to improve human health by reducing or eliminating hazardous substances  
18    contained in consumer products.

19            **1.3 Settling Defendant**

20            Each Settling Defendant employs ten or more individuals and is a "person in the course of  
21    doing business" for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health  
22    and Safety Code section 25249.6 *et seq.* ("Proposition 65").

23            **1.4 General Allegations**

24            Plaintiff alleges that each Settling Defendant sells or distributes for sale in California teas  
25    containing lead, and that they each do so without providing the warning required by Proposition 65.  
26    Lead is listed pursuant to Proposition 65 as a chemical known to the State of California to cause birth  
27    defects or other reproductive harm.

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**1.5 Covered Products**

For purposes of this Consent Judgment, "Covered Products" are all teas (including herbal and non-herbal), as further defined and/or identified on each Settling Defendant's Exhibit A, that are sold and marketed in California by Settling Defendants and are covered by Plaintiff's Notice(s) of Violation.

**1.6 Notices of Violation**

Plaintiff served each Settling Defendant, the California Attorney General, and all other requisite public enforcement agencies with their respective 60-Day Notices of Violation ("Notices"). The Notices allege that each Settling Defendant violated Proposition 65 by failing to warn its customers and consumers in California that consumption of Settling Defendants Covered Products can cause an exposure to lead. No public enforcer has commenced nor is diligently prosecuting an action to enforce the violations alleged in the Notices.

**1.7 Complaint**

On November 10, 2016, Plaintiff filed the instant action. On December 6, 2016, Plaintiff filed a first amended complaint, and on January 23, 2017, Plaintiff filed a Doe Amendment to First Amended Complaint, naming seven Doe defendants. Thereafter, Plaintiff filed a [Second] Amended Complaint ("Complaint"), the operative pleading in the action. Upon the Court's entry of this Consent Judgment the Complaint shall, as to the Settling Defendants who are Parties to this Consent Judgment, be deemed amended *nunc pro tunc* to encompass all Covered Products.

**1.8 Mediation**

The Parties, in an effort to avoid protracted and costly litigation, elected to mediate this case before the Hon. James L. Warren (Ret.) in JAMS' San Francisco office. The mediation process lasted approximately two months. After hundreds of attorney hours invested by multiple Parties and the exchange of information between the Parties and with Judge Warren, the Parties agreed to the terms and conditions of this proposed Consent Judgment, which proposal is a direct result of the mediation process overseen by Judge Warren.

1           **1.9 Modifications Requested by the California Attorney General**

2           In accordance with requirements of § 25249.7(f)(5), Plaintiff served the Proposed Consent  
3 Judgement on the California Attorney General (“AG”) at the same time that it was served on the  
4 Court. The AG’s office filed objections with this Court on July 31, 2017. Thereafter, the parties  
5 agreed to changes in terms of the Consent Judgment, now incorporated in the proposed Consent  
6 Judgement, in order to address objections raised by the AG. As a result, the AG withdrew [certain  
7 of] its objections without either endorsing nor joining in the settlement.

8           **1.10 No Admission**

9           Each Settling Defendant denies the material, factual, and legal allegations made in its  
10 respective Notice(s) and Complaint, and maintains that all of the products it has sold or distributed  
11 for sale in California, including the Covered Products, have been, and are, in compliance with all  
12 laws and are safe. Nothing in this Consent Judgment shall be construed as an admission by any  
13 Settling Defendant of any fact, finding, conclusion, issue of law, or violation of law, nor shall  
14 compliance with this Consent Judgment constitute or be construed as an admission by any Settling  
15 Defendant of any fact, finding, conclusion, issue of law, or violation of law, the same being  
16 specifically denied by each of the Settling Defendants. This Section shall not, however, diminish or  
17 otherwise affect any of the Settling Defendants’ obligations, responsibilities, and duties under this  
18 Consent Judgment.

19           **1.11 Jurisdiction**

20           For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
21 jurisdiction over each Settling Defendant as to the allegations in the Complaint, that venue is proper  
22 in the County of San Francisco, and that the Court has jurisdiction to enter and enforce the provisions  
23 of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

24           **1.12 Effective Date**

25           For purposes of this Consent Judgment, the term “Effective Date” means the date on which  
26 the motion for approval of this Consent Judgment is granted by the Court, including the date of any  
27 unopposed tentative ruling granting the approval motion.

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1     **2.     INJUNCTIVE RELIEF**

2             **2.1     Lead Standards**

3             Commencing on the Effective Date and continuing thereafter, unless the Covered Product is  
4     offered for sale with a clear and reasonable warning pursuant to Section 2.3, below, Settling  
5     Defendants shall not import, manufacture, or sell in or into California, any Covered Product unless it  
6     meets the criteria set forth in Section 2.2 of this Consent Judgment

7             **2.2     Brewing Tea Standard and Protocol**

8             For purposes of compliance with this Consent Judgment, brewed tea may not exceed ten (10)  
9     parts per billion (micrograms/liter) of lead ("Brewed Tea Standard") when brewed in accordance with  
10    the following protocol ("Brewed Tea Protocol"): The brewing instructions provided to the consumer  
11    or preparer by the seller or Settling Defendant, or by placing one prepackaged tea bag, or for loose  
12    leaf teas, two grams of dried tea leaves, in 200 milliliters (mL) of boiling ultra-pure water, steeping  
13    for five minutes and, after five minutes, decanting a representative sample of the resulting infusion  
14    for analysis. Lead content shall be analyzed according to U.S. Environmental Protection Agency  
15    ("EPA") testing methodology 6020 using inductively coupled plasma mass spectrometry ("ICP-  
16    MS").

17            **2.3     Warnings**

18            Except as otherwise provided herein, commencing on the Effective Date and continuing  
19    thereafter, those Covered Products sold, offered for sale, or distributed for sale in California by any  
20    Settling Defendant that do not meet the Brewed Tea Standard shall be accompanied by a clear and  
21    reasonable warning. Such warning shall be prominently placed in relation to the Covered Product  
22    with such conspicuousness when compared with other words, statements, designs, or devices as to  
23    render it likely to be read and understood by an ordinary individual under customary conditions of  
24    purchase or use. A clear warning specified in this section shall be deemed reasonable if transmitted  
25    in accordance with Title 27, Article 6 of the California Code of Regulations §§ 25602 or 25607.1.  
26    For purposes of this Consent Judgment, the following warning statement shall be deemed clear:

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1                   **WARNING:** Consuming this product can expose you to chemicals  
2                   including lead, which are known to the State of California  
3                   to cause birth defects or other reproductive harm. For  
                    more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

4   **3.    ENFORCEMENT**

5       **3.1   First Notice of Breach**

6           To allege a violation of this Consent Judgment, Plaintiff shall provide written notice to the  
7   Settling Defendant in accordance with this section (“Notice of Breach”). The Notice of Breach shall  
8   include: (a) a declaration that the specific Covered Product alleged to be in violation of the Consent  
9   Judgment was purchased in California and tested in excess of the Brewed Tea Standard, when tested  
10   in accordance with the Brewed Tea Protocol, within three months of the Notice of Breach and that no  
11   warning was provided for the specific Covered Product; (b) any and all test results that support the  
12   allegation that the Covered Product violates this Consent Judgment; (c) copies of (i) relevant  
13   purchase information for the allegedly violating Covered Product; (ii) images of the packaging or  
14   labeling of the allegedly violating Covered Product showing the SKU, UPC, Lot, and/or Batch  
15   number(s), if any; and (iii) all other test results conducted on the same Covered Product performed  
16   within three months of the Notice of Breach. Upon receipt of the Notice of Breach, the Settling  
17   Defendant and Plaintiff shall meet and confer for not less than thirty days in an effort to resolve the  
18   alleged violation informally. During this time, Plaintiff shall not file any motion, application, action,  
19   or pleading regarding the violation(s) alleged in the Notice of Breach.

20           The Settling Defendant may rebut the Notice of Breach and demonstrate compliance with the  
21   Consent Judgment by: (1) if the identity of the supplier of the finished Covered Product is known to  
22   the Settling Defendant and additional Covered Product can be readily obtained from such supplier,  
23   showing that the average of all verified lead test results performed on samples of the same Covered  
24   Product obtained from such supplier, and collected within three months of the Notice of Breach,  
25   complies with the Brewed Tea Standard, or (2) if the identity of the supplier of the finished Covered  
26   Product is not known to the Settling Defendant or additional Covered Product cannot be readily  
27   obtained from such supplier, showing that the average of all verified lead test results performed on  
28   samples of the same Covered Product, and collected within three months of the Notice of Breach,

1 complies with the Brewed Tea Standard, or 3) providing the most recent certificate of analysis or  
2 other proof, from the Settling Defendant or its supplier of the Covered Product in question, as  
3 evidence that the Covered Product meets either the Brewed Tea Standard or that the dried leaves of  
4 such Covered Product do not exceed six (6) parts per million (milligrams/kilograms) before brewing  
5 when prepared using a scientifically validated preparation method and analyzed according to EPA  
6 testing methodology 6020 using ICP-MS, or alternative methodologies utilized by federal or state  
7 agencies for the purpose of measuring lead concentration of 6 ppm in food.

8 If Settling Defendant cannot demonstrate compliance within ninety (90) days of receiving  
9 Plaintiff's Notice of Breach, it must pay a stipulated civil penalty of \$2,500 to be allocated according  
10 to Section 4.1.

### 11 **3.2 Subsequent Notice(s) of Breach**

12 If Defendant rebuts Plaintiff's first Notice of Breach and demonstrates compliance other than  
13 by reliance on its supplier's representations, a subsequent Notice of Breach on the same specific  
14 Covered Product shall be deemed to be a First Notice of Breach, subject to the same procedures,  
15 showings and penalties set forth in Section 3.1.

16 To allege a subsequent or additional violation of this Consent Judgment by the same Settling  
17 Defendant, Plaintiff must follow the procedures set forth in Section 3.1. The Settling Defendant may  
18 rebut the subsequent Notice(s) of Breach and demonstrate compliance with the Consent Judgment  
19 following the procedures set forth in Section 3.1, except that if the Settling Defendant rebutted a first  
20 Notice of Breach by providing a certificate of analysis or other proof from the supplier(s) of the  
21 Covered Product in question, it may not respond to any subsequent or additional Notice of Breach  
22 issued on the same Covered Product more than four months after the first Notice of Breach by relying  
23 on a certificate of analysis or other proof from the same supplier for the same Covered Product.  
24 Instead, to demonstrate compliance, the Settling Defendant must show compliance with the Brewed  
25 Tea Standard in subsequent Notices of Breach on the same Covered Product, using the testing  
26 protocols set forth in Section 2.2 and 3.1 of this Consent Judgment.

27 If Settling Defendant cannot rebut the subsequent Notice of Breach and demonstrate  
28 compliance within ninety (90) days of receiving Plaintiff's subsequent Notice(s) of Breach, it must

1 pay a stipulated civil penalty of \$5,000 for the second, and each subsequent, Notice of Breach as to  
2 which it cannot demonstrate compliance.

### 3 **3.3 Notice of Significant Exceedance**

4 Notwithstanding the forgoing, if Plaintiff's Notice of Breach includes three or more test  
5 results for the same product, each of which 1) exceeds 25 ppb and 2) is accompanied by the  
6 information set forth in the second sentence of Section 3.1 of this Consent Judgment, then the  
7 Settling Defendant may rebut the Notice of Breach and demonstrate compliance with the Consent  
8 Judgment only by showing that the average of all verified lead test results performed on samples of  
9 the same Covered Product collected within two months of the Notice of Breach, complies with the  
10 Brewed Tea Standard.

11 Absent agreement to the contrary, the Parties shall maintain the confidentiality of test results  
12 exchanged among them pursuant to this Section 3, whether as regards a First Notice of Breach or a  
13 Subsequent Notice of Breach, except to the extent that disclosure is required in an enforcement action  
14 or is otherwise required by law.

## 15 **4. MONETARY TERMS**

### 16 **4.1 Civil Penalty Payments**

17 Pursuant to Health and Safety Code section 25249.7(b), and in settlement of all claims  
18 referred to in the Notices, Complaint, and this Consent Judgment, each Settling Defendant agrees to  
19 pay the civil penalties specified in that Settling Defendant's Exhibit A attached hereto. Settling  
20 Defendant's civil penalty payments will be allocated according to Health and Safety Code section  
21 25249.12(c)(1) and (d), with seventy-five percent (75%) of each penalty paid to the California Office  
22 of Environmental Health Hazard Assessment ("OEHHA"), and the remaining twenty-five percent  
23 (25%) of each penalty payment retained by Plaintiff. Plaintiff's counsel shall be responsible for  
24 delivering OEHHA's portion of any civil penalty paid under this Consent Judgment. Each Settling  
25 Defendant's civil penalty payment shall be made payable by one check to OEHHA and the second to  
26 the Chanler Group in trust for Whitney Leeman  
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1           **4.2 Reimbursement of Attorneys' Fees and Costs**

2           The Parties acknowledge that Plaintiff and her counsel offered to resolve this dispute without  
3 reaching terms on the fees and costs to be reimbursed to them, thereby leaving the issue to be  
4 resolved after the material terms of this Consent Judgment had been settled. Shortly after the other  
5 settlement terms had been finalized, the Parties negotiated the compensation due to Plaintiff and her  
6 counsel under general contract principles and the private attorney general doctrine codified at  
7 California Code of Civil Procedure section 1021.5 for all work performed through the mutual  
8 execution of this Consent Judgment, and through court approval of the same, but exclusive of fees  
9 and costs on appeal, if any. Each Settling Defendant more specifically agrees upon the Court's  
10 approval and entry of this Consent Judgment, to pay Plaintiff's counsel the amount of fees and costs  
11 indicated on the Settling Defendant's Exhibit A by check made payable to "The Chanler Group" for  
12 all fees and costs incurred investigating, bringing this matter to the Settling Defendant's attention,  
13 litigating, and negotiating a settlement in the public interest for that Settling Defendant, and obtaining  
14 entry of this Consent Judgment by the court.

15           **4.3 Payment Timing; Payments Held in Trust**

16           All payments due under this Consent Judgment shall be held in trust by each Settling  
17 Defendant's counsel until the Court approves the Parties' settlement. Absent an agreement to the  
18 contrary which is acceptable to Plaintiff, each Settling Defendant shall deliver its civil penalty and  
19 attorneys' fee reimbursement payments to its counsel within fifteen (15) days of the date that this  
20 Consent Judgment is fully executed. Each Settling Defendant's counsel shall provide Plaintiff's  
21 counsel with written notice confirming its receipt of the settlement funds. Thereafter, Settling  
22 Defendant's counsel shall hold the settlement funds in trust, and disburse the funds to Plaintiff's  
23 counsel within five (5) business days following the Effective Date.

24           **4.4 Payment Address**

25           All payments required by this Consent Judgment shall be delivered to:

26                           The Chanler Group  
27                           Attn: Proposition 65 Controller  
28                           2560 Ninth Street  
                              Parker Plaza, Suite 214  
                              Berkeley, CA 94710

1 **5. CLAIMS COVERED AND RELEASED**

2 **5.1 Plaintiff's Public Release of Proposition 65 Claims**

3 Plaintiff, acting on her own behalf and in the public interest, and on behalf of her past and  
4 current agents, representatives, attorneys, successors, and assignees hereby completely releases and  
5 forever discharges each Settling Defendant and each of its past, present and future officers,  
6 directors, stockholders, attorneys, agents, insurers, servants, representatives, employees, parents,  
7 subsidiaries, affiliates, partners, predecessors, subrogees, successors in interest and assigns  
8 ("Releasees"), and each entity to whom each Settling Defendant directly or indirectly distributes or  
9 sells the Covered Products including, but not limited to, the Settling Defendant's downstream  
10 distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and  
11 licensees ("Downstream Releasees"), based on the alleged or actual failure to warn about exposures  
12 to lead in Covered Products imported, manufactured, sold, or distributed for sale or consumption by  
13 the Settling Defendant before the Effective Date, as set forth in the Settling Defendant's respective  
14 Notice(s). Compliance with the terms of this Consent Judgment by a Settling Defendant constitutes  
15 compliance with Proposition 65 with respect to exposures to lead in that Settling Defendant's  
16 Covered Products after the Effective Date.

17 **5.2 Plaintiff's Individual Release of Claims**

18 Plaintiff, in her individual capacity only and *not* in her representative capacity, on her own  
19 behalf and on behalf of her past and current agents, representatives, attorneys, successors, and  
20 assignees, also provides a release to each Settling Defendant, and each Settling Defendant's  
21 Releasees, and Downstream Releasees which shall be effective as a full and final accord and  
22 satisfaction, as a bar to all suits, actions, and causes of action in law or in equity, obligations, costs,  
23 expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of any nature, character or  
24 kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual  
25 exposures to lead in Covered Products imported, manufactured, sold, or distributed for sale by each  
26 Settling Defendant before the Effective Date.

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1           **5.3 Defendant's Release of Plaintiff**

2           Each Settling Defendant, on its own behalf, and on behalf of its past and current agents,  
3 representatives, attorneys, successors, and assignees, hereby waives any and all claims against  
4 Plaintiff and her attorneys and other representatives, for any and all actions taken or statements  
5 made by Plaintiff and her attorneys and other representatives, whether in the course of investigating  
6 claims, seeking to enforce Proposition 65 against the Settling Defendant in this matter, or with  
7 respect to the Covered Products.

8           **6. COURT APPROVAL**

9           This Consent Judgment is not effective until it is approved and entered by the Court, and shall  
10 be null and void if it is not approved and entered within one year after it has been fully executed by  
11 the Parties, or by such additional time to which the Parties may agree in writing.

12           **7. SEVERABILITY**

13           If, subsequent to the Court's approval and entry of this Consent Judgment as a judgment, any  
14 provision is held by a court to be unenforceable, the validity of the remaining provisions shall not be  
15 adversely affected.

16           **8. MUTUAL DRAFTING**

17           This Consent Judgment contains the sole and entire agreement and understanding of the  
18 Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,  
19 commitments, or understandings related thereto, if any, are hereby merged herein. The Parties,  
20 including their counsel, have participated in the preparation of this Consent Judgment and this  
21 Consent Judgment is the result of the joint efforts of the Parties. This Consent Judgment was subject  
22 to revision and modification by the Parties and has been accepted and approved as to its final form by  
23 all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent  
24 Judgment shall not be interpreted against any Party as a result of the manner of the preparation of this  
25 Consent Judgment. Each Party to this Consent Judgment agrees that any statute or rule of  
26 construction providing that ambiguities are to be resolved against the drafting Party should not be  
27 employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive  
28 California Civil Code § 1654.

1 **9. GOVERNING LAW**

2 The terms of this Consent Judgment shall be governed by the laws of the state of California  
3 and apply within the state of California. In the event that Proposition 65 is repealed, or is otherwise  
4 rendered inapplicable by reason of law generally or as to a Settling Defendant's Covered Products,  
5 then the Settling Defendant may provide written notice to Plaintiff of any asserted change in the law,  
6 and shall have no further injunctive obligations pursuant to this Consent Judgment with respect to,  
7 and to the extent that, the Settling Defendant's Covered Products are so affected.

8 **10. NOTICE**

9 Unless specified herein, all correspondence and notice required to be provided pursuant to this  
10 Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered or  
11 certified mail, return receipt requested; or (iii) overnight courier to any party by the other party at the  
12 following addresses:

13 For Plaintiffs:

14 The Chanler Group  
15 Attn: Proposition 65 Controller  
16 2560 Ninth Street  
17 Parker Plaza, Suite 214  
18 Berkeley, CA 94710

17 For Settling Defendants:

18 At the address shown for each Settling Defendant on its Exhibit A.

19 Any Party may, from time to time, specify in writing to the other a change of address to which all  
20 notices and other communications shall be sent.

21 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

22 This Consent Judgment may be executed in counterparts and by facsimile signature, each of  
23 which shall be deemed an original, and all of which, when taken together, shall constitute one and the  
24 same document.

25 **12. POST EXECUTION ACTIVITIES**

26 Plaintiff agrees to comply with the reporting form requirements referenced in Health and  
27 Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety  
28 Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement,

1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

8 **13. MODIFICATION**

9 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

15 **AGREED TO:**

**AGREED TO:**

16 Date: 9/25/2017

Date: \_\_\_\_\_

17 By:   
18 WHITNEY R. LEEMAN, PH.D.

By: \_\_\_\_\_

For Settling Defendant: \_\_\_\_\_

Name (print): \_\_\_\_\_

Its (title): \_\_\_\_\_

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1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

8 **13. MODIFICATION**

9 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

15 **AGREED TO:**

16 **Date:** \_\_\_\_\_

17 **By:** \_\_\_\_\_  
18 **WHITNEY R. LEEMAN, PH.D.**

15 **AGREED TO:**

16 **Date:** Oct 4, 2017

17 **By:** Daiyan

18 **For Settling Defendant:** ANHING CORP

19 **Name (print):** DAI YAU

20 **Its (title):** President

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1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

8 **13. MODIFICATION**

9 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.


15 **AGREED TO:**

16 **AGREED TO:**

17 Date: 9/25/2017

17 Date: OCTOBER 11, 2017

18 By:   
19 WHITNEY R. LEEMAN, PH.D.

18 By: 

19 For Settling Defendant: DAVIDSTEA USA, Inc.

20 Name (print): HOWARD TAFLEK ; AND

21 Its (title): CFO ; AND PRESIDENT JOEL  
22 & CEO SILVER

1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

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10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

15  
16 **AGREED TO:**

17 Date: \_\_\_\_\_

18  
19 By: \_\_\_\_\_  
20 WHITNEY R. LEEMAN, PH.D.

**AGREED TO:**

21 Date: 10-4-2017

22 By: 

23 For Settling Defendant: Family Foods Intl

24 Name (print): William Chang

25 Its (title): VP

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1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

8 **13. MODIFICATION**

9 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
10 entry of a modified-consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

15 **AGREED TO:**

16 **Date:** 9/25/2017

17 **By:** Whitney R. Leeman  
18 **WHITNEY R. LEEMAN, PH.D.**

15 **AGREED TO:**

16 **Date:** 10-12-17

17 **By:** Nicole Erickson

18 **For Settling Defendant:** Frontier Cooperative

19 **Name (print):** Nicole Erickson

20 **Its (title):** VP of Finance

1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

8 **13. MODIFICATION**

9 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.


15  
16 **AGREED TO:**

17 Date: 9/25/2017

18  
19 By:   
20 WHITNEY R. LEEMAN, PH.D.

15  
16 **AGREED TO:**

17 Date: 10/16/17

18  
19 By:   
20 For Settling Defendant: Granum, Inc.  
21 Name (print): RAYMOND LACERRE  
22 Its (title): Sr. Vice-President  
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1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

8 **13. MODIFICATION**

9 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

15 **AGREED TO:**

**AGREED TO:**

16 Date: \_\_\_\_\_

Date: 12 October 2017

17 By: \_\_\_\_\_  
18  
19 WHITNEY R. LEEMAN, PH.D.

By: Eileen Lauth

For Settling Defendant: Harris Tea Company LLC

Name (print): Eileen Lauth

Its (title): Vice President, Quality Assurance & Regulatory Affairs

1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
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10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

15 **AGREED TO:**

16 **AGREED TO:**

17 Date: 9/25/2017

18 Date: Oct 9, 2017

19 By: Whitney R. Leeman  
20 WHITNEY R. LEEMAN, PH.D.

21 By: Jia Tsaï

22 For Settling Defendant, OCEAN INC.

23 Name (print): Jia Tsaï

24 Its (title): PRESIDENT

1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

8 **13. MODIFICATION**

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10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

15 **AGREED TO:**

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17 Date: \_\_\_\_\_

18  
19 By: \_\_\_\_\_  
20 WHITNEY R. LEEMAN, PH.D.

**AGREED TO:**

21 Date: October 3, 2017

22 By: 

23 For Settling Defendant: International Coffee & Tea, LLC

24 Name (print): DANIEL SIMON

25 Its (title): General Counsel

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1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
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8 **13. MODIFICATION**

9 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

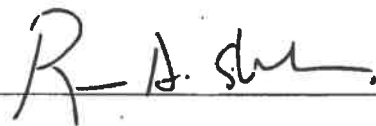
15 **AGREED TO:**

16 Date: \_\_\_\_\_

17 By: \_\_\_\_\_  
18 WHITNEY R. LEEMAN, PH.D.

15 **AGREED TO:**

16 Date: 10/6/17

17 By: 

18 For Settling Defendant: International Tea Importers

19 Name (print): Reena Shah

20 Its (title): President


1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

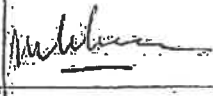
8 **13. MODIFICATION**

9 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

15 **AGREED TO:**  
16  
17 Date: 9/25/2017  
18  
19 By:   
20 WHITNEY R. LEEMAN, PH.D.

**AGREED TO:**  
Date: 10/11/17  
By:   
For Settling Defendant: Rockman Company (USA) Inc.  
Name (print): Vinh Luu  
Its (title): CFO

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which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually employ their best efforts, and those of their counsel, to support the entry of this agreement as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of this section, "best efforts" shall require mutual support of all of the terms of this agreement with the exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the motion for approval, responding to any opposition or objection any third-party may lodge or file, and appearing at the hearing before the Court if so requested.

**13. MODIFICATION**

This Consent Judgment may be modified only by: (i) a written agreement of the Parties and entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application of any Party, and the entry of a modified consent judgment thereon by the Court.

**14. AUTHORIZATION**

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.

**AGREED TO:**

**AGREED TO:**

Date: \_\_\_\_\_

Date: 10-3-2017

By: \_\_\_\_\_  
WHITNEY R. LEE MAN, PH.D.

By:  \_\_\_\_\_

For Settling Defendant: Starbucks Corporation

Name (print): Bernard Acoca

Its (title): Senior Vice President

1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

8 **13. MODIFICATION**

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10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

15  
16 **AGREED TO:**

17 Date: 9/25/2017

18  
19 By: *Whitney R. Leeman*  
20 WHITNEY R. LEEMAN, P.H.D.

**AGREED TO:**

21 Date: 10/10/17

22 By: *Yao Tang Kuang*

23 For Settling Defendant: STARWAY INC

24 Name (print): YAO TANG KUANG

25 Its (title): PRESIDENT

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1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

8 **13. MODIFICATION**

9 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.


15 **AGREED TO:**

16 Date: \_\_\_\_\_

17 By: \_\_\_\_\_  
18 WHITNEY R. LEEMAN, PH.D.

15 **AGREED TO:**

16 Date: 10/10/2017

17 By:   
18 For Settling Defendant: Ten Ren Tea Company  
19 of San Francisco

20 Name (print): Henry Lii

21 Its (title): President

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which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually employ their best efforts, and those of their counsel, to support the entry of this agreement as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of this section, "best efforts" shall require mutual support of all of the terms of this agreement with the exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the motion for approval, responding to any opposition or objection any third-party may lodge or file, and appearing at the hearing before the Court if so requested.

**13. MODIFICATION**

This Consent Judgment may be modified only by: (i) a written agreement of the Parties and entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application of any Party, and the entry of a modified consent judgment thereon by the Court.

**14. AUTHORIZATION**

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.

**AGREED TO:**

**AGREED TO:**

Date: \_\_\_\_\_

Date: 10/12/17

By: \_\_\_\_\_  
WHITNEY R. LEEMAN, PH.D.

By: Dan Martin

For Settling Defendant: TWININGS No.

Name (print): DAN MARTIN AMERICA

Its (title): PRESIDENT

1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

8 **13. MODIFICATION**

9 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

15 **AGREED TO:**

16 **Date:** 9/25/2017

17 **By:** Whitney R. Leeman  
18 WHITNEY R. LEEMAN, PH.D.

15 **AGREED TO:**

16 **Date:** OCT-20-2017

17 **By:** [Signature]  
18 **For Settling Defendant:** Unite Teas Tea Inc.

19 **Name (print):** JAMES O'YOUNG

20 **Its (title):** Senior Vice President

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**WEI-CHUAN U.S.A., INC.**

6655 SOUTH GARFIELD AVENUE • BELL GARDENS, CALIFORNIA 90201  
TEL: (562) 372-2020 • FAX: (562) 927-2381

1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
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6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

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11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

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14 have read, understand, and agree to all of the terms and conditions contained herein.

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**AGREED TO:**

**AGREED TO:**

Date: \_\_\_\_\_

Date: 10/12/2017

By: \_\_\_\_\_  
WHITNEY R. LEEMAN, PH.D.

By: [Signature]

For Settling Defendant: Wei-chuan USA, INC

Name (print): Steve Lin

Its (title): CEO



1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
5 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the  
6 motion for approval, responding to any opposition or objection any third-party may lodge or file, and  
7 appearing at the hearing before the Court if so requested.

8 **13. MODIFICATION**

9 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and  
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11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

15 **AGREED TO:**

16 **Date:** \_\_\_\_\_

17 **By:** \_\_\_\_\_  
18 **WHITNEY R. LEEMAN, PH.D.**

15 **AGREED TO:**

16 **Date:** October 6, 2017

17 **By:** 

18 **For Settling Defendant:** Williams-Sonoma, Inc.

19 **Name (print):** Danielle M. Hohos

20 **Its (title):** Vice-President, Assoc. Gen. Counsel

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1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
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7 appearing at the hearing before the Court if so requested.

8 **13. MODIFICATION**

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12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.

15  
16 **AGREED TO:**

17 Date: \_\_\_\_\_  
18

19 By: \_\_\_\_\_  
20 **WHITNEY R. LEEMAN, PH.D.**

**AGREED TO:**

17 Date: 10/4/2017  
18

19 By:   
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21 For Settling Defendant: WINNERAM INTERNATIONAL INC.

22 Name (print): MERVIN LEI

23 Its (title): VP SALES/MKTG  
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1 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to  
2 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement  
3 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of  
4 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the  
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10 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application  
11 of any Party, and the entry of a modified consent judgment thereon by the Court.

12 **14. AUTHORIZATION**

13 The undersigned are authorized to execute this Consent Judgment and acknowledge that they  
14 have read, understand, and agree to all of the terms and conditions contained herein.


15 **AGREED TO:**

16 Date: \_\_\_\_\_

17 By: \_\_\_\_\_  
18 WHITNEY R. LEEMAN, PH.D.

15 **AGREED TO:**

16 Date: October 4, 2017

17 By: 

18 For Settling Defendant: Yamamotoyama U.S.A.

19 Name (print): Daniel Goldstein

20 Its (title): General Manager

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EXHIBIT A

I. Name of Settling Defendant: ANHING CORPORATION

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to: Dried Teas (Loose Leaf and Bagged) / Lungfung Brand Oolong Tea, CN0045, UPC #0 80736 11894 1, herbal jasmine tea, chrysanthemum tea, as well as other flavored tea and herbal tea beverages.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$ 875 payable to "Whitney R. Leeman, Client Trust Account";

\$2,625 payable to "OEHHA"; and

\$16,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Dai Yau  
President, Anhing Corporation  
2550 Pellissier Place  
City of Industry, CA 90601

James Robert Maxwell  
Rogers Joseph O'Donnell  
311 California Street  
San Francisco, CA 94104

**EXHIBIT A**

I. Name of Settling Defendant: FAMILY FOODS INTERNATIONAL, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to, Family Organic Oolong Tea, UPC #0 46872 11206 9, as well as other flavored tea and herbal tea beverages.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$875 payable to "Whitney R. Leeman, Client Trust Account";

\$2,625 payable to "OEHHA"; and

\$16,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

William Chang  
Family Foods International, Inc.  
6801 De Bie Drive  
Paramount, CA 90723

James Robert Maxwell  
Rogers Joseph O'Donnell  
311 California Street  
San Francisco, CA 94104

EXHIBIT A

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2  
3 I. Name of Settling Defendant: DAVIDSTEA USA, INC.

4 II. Covered Products Applicable to Settling Defendant:

5 The term Covered Products referenced in Section 1.5 and used in this Consent Judgment  
6 means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made  
7 from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of  
8 both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets,  
9 filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted  
10 or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

11 Examples of such Covered Products include, but are not limited to the following:

12 DAVISsTEA Lapsang Souchong Star

13 III. Payments: The Settling Defendant shall pay a total of \$39,000 as follows:

14 \$ 1,750 payable to "Whitney R. Leeman, Client Trust Account";

15 \$ 5,250 payable to "OEHHA"; and

16 \$ 32,000 payable to "The Chanler Group."

17 IV. Person(s) to receive Notices pursuant to Section 9:

18 Nathalie Rolland  
19 Director, Legal  
20 Corporate Secretary  
21 DAVIDsTEA  
22 5430 Ferrier  
23 Mount Royal, Quebec H4P 1M2  
24 Canada

25 Anthony J. Cortez  
26 Greg Sperla  
27 Greenberg Traurig, LLP  
28 1201 K Street, Suite 1100  
Sacramento, CA 95814

**EXHIBIT A**

I. Name of Settling Defendant: FRONTIER COOPERATIVE

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to Se Chung Special Oolong Tea.

III. Payments: The Settling Defendant shall pay a total of \$39,000 as follows:

\$1,750 payable to "Whitney R. Leeman, Client Trust Account";

\$5,250 payable to "OEHHA"; and

\$32,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Ravin Donald, PhD  
Frontier Cooperative  
3021 78th Street  
Norway, IA 52318

Peg Carew Toledo  
Peg Carew Toledo, Law Corporation  
3001 Douglas Blvd., Suite 340  
Roseville, CA 95661

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**EXHIBIT A**

I. Name of Settling Defendant: GRANUM, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

Examples of such Covered Products include, but are not limited to the following:

Choice Organic Teas, Oolong Tea Organic Oolong

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$ 875 payable to "Whitney R. Leeman, Client Trust Account";

\$ 2,625 payable to "OEHHA"; and

\$ 16,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Ray Lacorte  
Granum, Inc.  
600 S. Brandon Street  
Seattle, WA 98108

Anthony J. Cortez  
Greg Sperla  
Greenberg Traurig, LLP  
1201 K Street, Suite 1100  
Sacramento, CA 95814



EXHIBIT A

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I. Name of Settling Defendant: HARRIS TEA COMPANY LLC

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

Examples of such Covered Products include, but are not limited to the following:

Premium Quality Teas Pacific Coast Selections Hibiscus Caffeine Free Herbal Tea

III. Payments: The Settling Defendant shall pay a total of \$39,000 as follows:

- \$ 1,750 payable to "Whitney R. Leeman, Client Trust Account";
- \$ 5,250 payable to "OEHHA"; and
- \$ 32,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Eileen Lauth  
Vice President, Quality Assurance and  
Regulatory Affairs  
Harris Tea Company  
1267 Cobb Industrial Dr.  
Marietta, GA 30066

Anthony J. Cortez  
Greg Sperla  
Greenberg Traurig, LLP  
1201 K Street, Suite 1100  
Sacramento, CA 95814

**EXHIBIT A**

I. Name of Settling Defendant: HOCEAN INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

Examples of such Covered Products include, but are not limited to Oolong Tea.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$875 payable to "Whitney R. Leeman, Client Trust Account";

\$2,625 payable to "OEHHA"; and

\$16,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Jim Tsai, President  
Hocean Inc.  
2444 Saybrook Avenue  
Commerce, CA 90040

Peg Carew Toledo  
Peg Carew Toledo, Law Corporation  
3001 Douglas Blvd., Suite 340  
Roseville, CA 95661

**EXHIBIT A**

I. Name of Settling Defendant: INTERNATIONAL COFFEE & TEA, LLC

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to the following: loose leaf teas (e.g., Chai Loose Leaf (tin), Earl Grey (bulk)); tea sachets or bags (e.g., African Sunrise T-bag, Decaf Green T-Bag Bulk); K-cups (e.g., CBTL Moroccan Mint Tea Capsules); Tea and iced tea packs (e.g., Orchard Peach Iced Tea Pouch Bulk); matchas (e.g., hot tea latte Matcha); hot, iced and/or handcrafted teas for consumption on or off the sale premises (e.g., hot brewed tea, hot tea latte, *Iced Blended*® teas, iced teas, iced tea lattes); and bottled or boxed teas, whether ready to drink or concentrated.

III. Payments: The Settling Defendant shall pay a total of \$58,500 as follows:

\$ 2,625 payable to "Whitney R. Leeman, Client Trust Account";

\$ 7,875 payable to "OEHHA"; and

\$ 48,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Dan Simon  
International Coffee & Tea, LLC  
5700 Wilshire Blvd., Suite 120  
Los Angeles, CA 90036

Michèle Corash  
Morrison & Foerster  
425 Market Street  
San Francisco, CA 94133

**EXHIBIT A**

I. Name of Settling Defendant: INTERNATIONAL TEA IMPORTERS, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to: Dried Oolong Teas / Chado Fujian Dark Oolong, Assam Tropical Breeze, Chamomile, as well as other flavored tea and herbal tea beverages for consumption on or off the sale premises.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$ 875 payable to "Whitney R. Leeman, Client Trust Account";

\$ 2,625 payable to "OEHHA"; and

\$16,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Bhavin Shah  
COO & CFO  
International Tea Importers  
2140 Davie Avenue  
Commerce, CA 90040

James Robert Maxwell  
Rogers Joseph O'Donnell  
311 California Street  
San Francisco, CA 94104

**EXHIBIT A**

I. Name of Settling Defendant: ROCKMAN COMPANY (U.S.A.), INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to Chinese Tea Chaozhou Oolong Tea.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$875 payable to "Whitney R. Leeman, Client Trust Account";

\$2,625 payable to "OBHHA"; and

\$16,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Vincent Luu, CEO  
Rockman Company (U.S.A.), Inc.  
12011 Smith Avenue  
Santa Fe Springs, CA 90670

Peg Carew Toledo  
Peg Carew Toledo, Law Corporation  
3001 Douglas Blvd., Suite 340  
Roseville, CA 95661

1  
2 **EXHIBIT A**  
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4 I. **Name of Settling Defendant:** STARBUCKS CORPORATION  
5

6 II. **Covered Products Applicable to Settling Defendant:**

7 The term Covered Products referenced in Section 1.5 and used in this Consent Judgment  
8 means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made  
9 from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of  
10 both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets,  
11 filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted  
12 or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).  
13 Examples of such Covered Products include, but are not limited to the following: loose leaf  
14 teas (e.g., Teavana Yunnan Golden Pu-erh Tea); tea sachets or filter bags (e.g., Teavana Jade  
15 Citrus Mint Full Leaf Tea, Tazo Russian Twilight Black Tea; Tazo Calm Chamomile; Tazo  
16 Awake English Breakfast); packaged or boxed prepared teas (e.g., Teavana Iced Passion  
17 Tango Pitcher Pack); matchas (e.g., Teavana Matcha Japanese Green Tea); concentrates (e.g.,  
18 Tazo Chai Classic Latte Black Tea Concentrate); Tea and iced tea packs (e.g., Teavana Happy  
19 Hour Iced Tea Sampler; Tazo Iced Passion Herbal Tea); Maté teas (e.g., Teavana Samurai  
20 Chai Maté, Tazo Cocoa Mint Maté Tea); ready-to-drink and/or bottled teas (e.g., Tazo  
21 Organic Himalayan Black Tea; Teavana Mango Black Tea Glass Bottle; Tazo Iced Passion  
22 Bottled Tea); K-cups (e.g., Tazo Chai Classic Latte K-Cup Pods); and handcrafted teas for  
23 consumption on or off the sale premises (e.g., Chai Latte, Green Tea Latte, Teavana Mango  
24 Black Tea Lemonade, Teavana Shaken Iced Passion Tango Tea Lemonade).  
25

26 III. **Payments:** The Settling Defendant shall pay a total of \$58,500 as follows:

27 \$ 2,625 payable to "Whitney R. Leeman, Client Trust Account";

28 \$ 7,875 payable to "OEHHA"; and

\$ 48,000 payable to "The Chanler Group."

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IV. Person(s) to receive Notices pursuant to Section 9:

Gloria Hong  
corporate counsel  
Starbucks Corporation  
2401 Utah Avenue S., Suite 800, MS: LA-1  
Seattle WA 98134-1431

Michèle Corash  
Morrison & Foerster  
425 Market Street  
San Francisco, CA 94133

**EXHIBIT A**

I. Name of Settling Defendant: STARWAY INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to High Mountain OoLong Tea.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$875 payable to "Whitney R. Leeman, Client Trust Account";

\$2,625 payable to "OEHHA"; and

\$16,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Mr. Yaotang Kuang  
Starway Inc.  
137 Grattan Street  
Brooklyn, NY 11237

Peg Carew Toledo  
Peg Carew Toledo, Law Corporation  
3001 Douglas Blvd., Suite 340  
Roseville, CA 95661



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**EXHIBIT A**

I. Name of Settling Defendant: TEN REN TEA CO. OF SAN FRANCISCO, LTD.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

Examples of such Covered Products include, but are not limited to the following:

Ten Ren's Tea Gunpowder Green

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$ 875 payable to "Whitney R. Leeman, Client Trust Account";

\$ 2,625 payable to "OEHHA"; and

\$ 16,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Henry Lii  
Ten Ren Tea Co. of San Francisco, Ltd.  
417 Eccles Ave.  
South San Francisco, CA 94080

Anthony J. Cortez  
Greg Sperla  
Greenberg Traurig, LLP  
1201 K Street, Suite 1100  
Sacramento, CA 95814

**EXHIBIT A**

I. Name of Settling Defendant: TWININGS NORTH AMERICA, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, leaves, stems, seeds, nuts, roots, bark, wood and resin or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

III. Payments: The Settling Defendant shall pay a total of \$58,500 as follows:

\$ 2,625 payable to "Whitney R. Leeman, Client Trust Account";

\$ 7,875 payable to "OEHHA"; and

\$ 48,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Benita Kichler  
Sr. Corporate Counsel  
Twinings North America, Inc.  
Tel: 901-381-3293  
Email: bkichler@abfamericas.com

With a copy to

William F. Tarantino  
Morrison & Foerster LLP  
425 Market Street, Suite 3500  
San Francisco, CA 94103

1  
2  
3 **EXHIBIT A**

4 I. Name of Settling Defendant: UNCLE LEE'S TEA, INC.

5 II. Covered Products Applicable to Settling Defendant:

6 The term Covered Products referenced in Section 1.5 and used in this Consent Judgment  
7 means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made  
8 from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of  
9 both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets,  
10 filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted  
11 or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

12 Examples of such Covered Products include, but are not limited to the following:

13 Imperial Organic Oolong Tea

14 III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

15 \$ 875 payable to "Whitney R. Leeman, Client Trust Account";

16 \$ 2,625 payable to "OEHHA"; and

17 \$ 16,000 payable to "The Chanler Group."

18 IV. Person(s) to receive Notices pursuant to Section 9:

19 James O'Young  
20 Uncle Lee's Tea Inc.  
21 11020 East Rush Street  
22 El Monte, CA 91733

23 Anthony J. Cortez  
24 Greg Sperla  
25 Greenberg Traurig, LLP  
26 1201 K Street, Suite 1100  
27 Sacramento, CA 95814  
28

**EXHIBIT A**

I. Name of Settling Defendant: WEI-CHUAN U.S.A., INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to Oolong Tea.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$875 payable to "Whitney R. Leeman, Client Trust Account";

\$2,625 payable to "OEHHA"; and

\$16,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Steve Lin, President  
Wei-Chuan U.S.A., Inc.  
6655 South Garfield Avenue  
Bell Gardens, CA 90201

Peg Carew Toledo  
Peg Carew Toledo, Law Corporation  
3001 Douglas Blvd., Suite 340  
Roseville, CA 95661

EXHIBIT A

I. Name of Settling Defendant: WILLIAMS-SONOMA, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to: Packaged Dried Jasmine Green Teas / Packaged Dried Goji Black Teas / Williams-Sonoma Custom Tea Blend Set, Model #5721761, SKU #2091254 and #2093045, Williams-Sonoma Organic Tea Roasted Black Tea, SKU #2090546, as well as other flavored tea and herbal tea beverages for consumption on or off the sale premises.

III. Payments: The Settling Defendant shall pay a total of \$39,000 as follows:

\$1,750 payable to "Whitney R. Leeman, Client Trust Account";

\$5,250 payable to "OEHHA"; and

\$32,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Danielle Hohos  
Associate General Counsel  
Williams-Sonoma, Inc.  
100 North Point Street  
San Francisco, CA 94133

James Robert Maxwell  
Rogers Joseph O'Donnell  
311 California Street  
San Francisco, CA 94104

EXHIBIT A

I. Name of Settling Defendant: WINNERAM INTERNATIONAL, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to: Dried Oolong Teas / Green Fresh Brand Oolong Tea, UPC #0 25225 03136 3, as well as other flavored tea and herbal tea beverages.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$875 payable to "Whitney R. Leeman, Client Trust Account";

\$2,625 payable to "OEHHA"; and

\$16,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Mervin Lei  
Winneram International, Inc.  
1860 Tyler Avenue  
S. El Monte, CA 91733

James Robert Maxwell  
Rogers Joseph O'Donnell  
311 California Street  
San Francisco, CA 94104

**EXHIBIT A**

I. Name of Settling Defendant: YAMAMOTO OF ORIENT, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to: Dried Teas (Loose Leaf and Bagged) / Dynasty 100% Natural Oolong Tea, UPC #0 11152 01921 5; Packaged Dried Oolong Teas / YamaMotoYama Oolong Tea, #0 73469 30131 5, Chai Spice, as well as other flavored tea and herbal tea beverages for consumption on or off the sale premises..

III. Payments: The Settling Defendant shall pay a total of \$39,000 as follows:

\$1,750 payable to "Whitney R. Leeman, Client Trust Account";

\$5,250 payable to "OEHHA"; and

\$32,000 payable to "The Chanler Group."

IV. Person(s) to receive Notices pursuant to Section 9:

Daniel Goldstein  
Yamamoto of Orient, Inc.  
122 Voyager Street  
Pomona, CA 91768

James Robert Maxwell  
Rogers Joseph O'Donnell  
311 California Street  
San Francisco, CA 94104



## THE CHANLER GROUP

2560 NINTH STREET, SUITE 214 | BERKELEY, CA 94710 | (510) 848-8880 | WWW.CHANLER.COM

October 31, 2017

NOV - 1 2017

Via Hand Delivery

Judge Harold E. Kahn  
San Francisco Superior Court  
Department 302  
400 McAllister Street  
San Francisco, CA 94102

Re: *Leeman v. Starbucks Corporation, et al., Case No. CGC-16-555322*

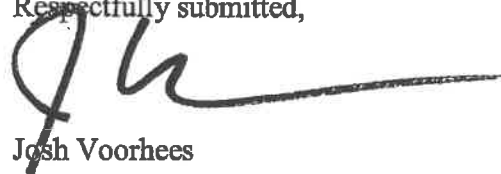
Dear Judge Kahn:

On October 13, 2017, the Court heard plaintiff's motion to approve a settlement reached in the above-noted matter. The Court granted plaintiff's motion and instructed the parties and the Office of the Attorney General to meet and confer as to the form of the order. Attached for the Court's review and consideration is a proposed Order that has been approved as to form by the parties and Deputy Attorney General, Harrison Pollak.

In addition, plaintiff respectfully submits a proposed Judgment, which attaches a copy of the settlement.

For the Court's convenience, a self-addressed, stamped envelope is enclosed for the conformed copies.

Respectfully submitted,



Josh Voorhees

JV/rac

Enclosures

cc: Harrison Pollak, Deputy Attorney General  
Counsel for Settling Defendants

# EXHIBIT "A"