

Andre A. Khansari, Esq. (SBN 223528)

KHANSARI LAW CORPORATION

16133 Ventura Blvd., Suite 1200

Encino, California 91436

Telephone: (818) 650-6444

Facsimile: (818) 650-6446

Email: andre@khansarilaw.com

Attorneys for Plaintiff,

THE CHEMICAL TOXIN WORKING GROUP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

**THE CHEMICAL TOXIN WORKING
GROUP, INC.,** a California non-profit
corporation,

Plaintiff,

v.

**PURCELL INTERNATIONAL; 99
CENTS ONLY STORES LLC; and DOES
1 to 50, inclusive,**

Defendants.

CASE NO. RG19033249

(Assigned for all Purposes to:
Hon. Frank Roesch, Dept. 17)

**NOTICE OF ENTRY OF AMENDED
STIPULATED CONSENT JUDGMENT**

Dept.: 17

Judge: Hon. Frank Roesch

Complaint filed: August 30, 2019

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF
RECORD:

PLEASE TAKE NOTICE THAT the Court entered the Amended Stipulated
Consent Judgment on May 26, 2022, a true and correct copy of which is attached hereto as

Exhibit "A".

////

////

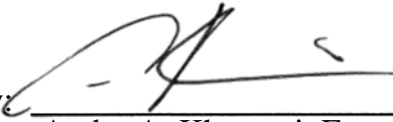
////

////

Respectfully submitted,

KHANSARI LAW CORPORATION

Dated: May 28, 2022

By: 

Andre A. Khansari, Esq.
Attorneys for Plaintiff,
THE CHEMICAL TOXIN WORKING GROUP,
INC.

EXHIBIT “A”

EXHIBIT “A”

1 Andre A. Khansari, Esq. (SBN 223528)
andre@khansarilaw.com

2 KHANSARI LAW CORPORATION

3 16133 Ventura Blvd., Suite 1200

4 Encino, California 91364

5 Tel: (818) 650-6444

6 Fax: (818) 650-6445


7 Attorneys for Plaintiff,

8 THE CHEMICAL TOXIN WORKING GROUP, INC.

FILED
ALAMEDA COUNTY

MAY 26 2022

CLERK OF THE SUPERIOR COURT

By  Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF ALAMEDA

11 THE CHEMICAL TOXIN WORKING
12 GROUP, INC., a California non-profit
13 corporation,

14 Plaintiff,

15 v.

16 PURCELL INTERNATIONAL; 99 CENTS
17 ONLY STORES LLC; and DOES 1 to 50,
18 inclusive,

19 Defendants.

Case No.: RG19033249

(Assigned for all purposes to:
Hon. Frank Roesch, Dept. 17)

AMENDED ~~PROPOSED~~
STIPULATED CONSENT
JUDGMENT; ~~PROPOSED~~ ORDER

[California Health & Safety Code,
sections 25249.5 *et seq.*]

RESERVATION NO.: 951626809423

Date: May 05, 2022

Time: 3:30 p.m.

Dept.: 17

Complaint Filed: August 30, 2019

Trial Date: Not set

24 1. INTRODUCTION

25 1.1 The Parties. This stipulated consent judgment (this "Consent Judgment") is entered
26 into by and between Plaintiff THE CHEMICAL TOXIN WORKING GROUP, INC. ("CTWG" or
27 "Plaintiff"), on the one hand, and Defendant PURCELL INTERNATIONAL ("Purcell
28

1 International”) and Defendant 99 CENTS ONLY STORES LLC (“99 Cents” and together with
2 Purcell International, collectively referred to as “Defendants”), on the other hand. CTWG, Purcell
3 International and 99 Cents collectively referred to as the “Parties” and each of them as a “Party.”

4 1.1.1 CTWG is a California non-profit corporation dedicated to, among other
5 causes, providing information to consumers regarding the hazards of toxins in products, protecting
6 public health and enforcing state and federal environmental laws and regulations through citizen
7 suits.

8 1.1.2 Defendants are alleged to be corporations in the course of doing business for
9 purposes of Proposition 65, Cal. Health & Safety Code (“HSC”), sections 25249.6 *et seq.*, and at
10 all times relevant for purposes of this Consent Judgment employs ten or more persons.

11 1.2 **Notice of Violations.**

12 1.2.1 On or about December 28, 2017, CTWG served Purcell International and 99
13 Cents, and various public enforcement agencies with documents entitled “Notice of Violation of
14 California Health & Safety Code, Section 25249.5 *et seq.* (Proposition 65)” pursuant to HSC §
15 25249.7(d) (the “Notice”), that provided the recipients with notice of alleged violations of HSC §
16 25249.6 for allegedly failing to warn individuals in California of exposures to lead and/or cadmium
17 (the “Listed Chemicals”) contained in two seafood products called “Island Sun Fancy Whole
18 Smoked Baby Clams in Sunflower Oil”, and “Island Sun Pieces Smoked Oysters in Sunflower Oil”,
19 both sold by Defendants in California. No public enforcer has commenced or diligently prosecuted
20 the allegations set forth in the Notice.

21 1.2.2 Thereafter, Purcell International caused Proposition 65 warnings to be
22 placed on the products described in the Notice.

23 1.3 **Action.** On August 30, 2019, CTWG filed a Complaint against Purcell International
24 and 99 Cents for civil penalties and injunctive relief (the “Complaint”) in Alameda County Superior
25 Court, pending as Case No. RG19033249 (the “Action”).

26 1.4 **Allegations and Representations.** CTWG brought the Action pursuant to
27 “Proposition 65” (codified by HSC §§ 25249.6 *et seq.*), seeking injunctive relief, penalties, and
28 reimbursement of its reasonable attorney’s fees and costs. CTWG contends in the Complaint that

1 Defendants knowingly and intentionally exposed California consumers to lead and/or cadmium,
2 substances known to cause cancer and reproductive toxicity, through the sale of the "Covered
3 Products" (as defined below). Plaintiff contends in the Complaint that Defendants did not provide
4 clear and reasonable warnings required by Proposition 65, thereby causing consumers of the
5 Covered Products to be involuntarily, unknowingly, and unwittingly exposed to substances known
6 to the State of California to cause cancer and reproductive toxicity.

7 1.5 **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the Parties
8 stipulate that this Court has jurisdiction over Defendants as to the allegations contained in the
9 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to
10 approve, enter, and oversee the enforcement of this Consent Judgment as a full and final binding
11 resolution of all claims which were or could have been raised in the Complaint based on the facts
12 alleged therein and/or in the Notice.

13 1.6 **No Effect on Future Proceedings.** Except as expressly set forth herein, nothing in
14 this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense the
15 Parties may have in any other or future legal proceedings which do not arise out of the Action.

16
17 **2. CERTAIN DEFINITIONS**

18 2.1 **Covered Products.** The term "Covered Products" (and each a Covered Product)
19 means the certain products: (i) Island Sun Fancy Whole Smoked Baby Clams in Sunflower Oil;
20 and (ii) Island Sun Pieces Smoked Oysters in Sunflower Oil. The Covered Products were and/or
21 are manufactured, distributed and/or offered for sale in California by Purcell International.

22 2.2 **Effective Date.** The term "Effective Date" means the date that notice of entry of
23 this Consent Judgment is served on Defendants.
24
25
26
27
28

1 **3. INJUNCTIVE RELIEF: WEBSITE RESTRICTIONS, REFORMULATION AND**
2 **WARNINGS**

3 3.1 **Website Restrictions.** Purcell International and any of its affiliates, shall remove
4 from its websites (www.purcell-intl.com), and any other website it or its affiliates control, any and
5 all references to oysters or clams, including the Covered Products.

6 3.2 **Threshold for Warnings.** After the Effective Date, Defendants shall not sell, offer
7 for sale, distribute, nor manufacture for sale, in the State of California, any Covered Product which
8 exposes a person to more than 0.50 micrograms of lead per day, nor more than 4.10 micrograms of
9 cadmium per day (each referred to as a “Daily Exposure Level”) utilizing the formula and
10 methodology explained in Section 3.5 below; unless any Covered Product meets the warning
11 requirements under Section 3.4 below. The Parties acknowledge that the serving size listed on the
12 labels of the Covered Products tested by Plaintiff was 56 grams for each Covered Product.

13 3.3 **Reformulated Covered Product.** A “Reformulated Covered Product” is a Covered
14 Product for which the average daily exposure level does not exceed 0.5 micrograms of lead per day
15 and/or no more than 4.1 micrograms of cadmium per day as determined by the formula, testing and
16 quality control methodology described in Section 3.5. As used in this Consent Judgment, “no more
17 than 0.5 micrograms of lead per day” and “no more than 4.1 micrograms of cadmium per day”
18 mean that the samples of the testing under Section 3.5 yield an average daily exposure of no more
19 than 0.5 micrograms of lead and 4.1 micrograms of cadmium (with average daily exposure
20 calculated pursuant to Section 3.5 of this Consent Judgment), respectively. For purposes of
21 determining which warning, if any, is required pursuant to Section 3.4, the average concentration
22 utilizing the arithmetic mean of lead or cadmium detection results of five (5) samples of these
23 products, randomly selected by CTWG will be controlling. No Proposition 65 warning shall be
24 required on a Reformulated Covered Product.

25 3.4 **Clear and Reasonable Warning.** For any Covered Product that requires a
26 Proposition 65 warning under this Consent Judgment, Defendants shall utilize one of the following
27 warning statements:

28 ////

1 3.4.1 Option 1 (must be set off from other surrounding information and enclosed
2 in a box pursuant to 27 Cal. Code Regs. ("CCR") § 25607.1):

3 **⚠ WARNING: Consuming this product can expose you to chemicals including**
4 **lead and/or cadmium, which are known to the State of California to cause**
5 **cancer and birth defects or other reproductive harm. For more information go**
6 **to www.P65Warnings.ca.gov/food.**

7 3.4.2 Option 2:

8 **⚠ WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov.**

9
10 3.4.3 Option 3. Any warning authorized by any Proposition 65 law or regulation
11 effective on or after the Effective Date, including, without limitation 27 CCR § 25607.2

12 3.4.4 Pictograms Format. The pictograms depicted in Sections 3.4.1, and 3.4.2
13 shall be in yellow with a black exclamation mark; *provided however*, the pictogram may be in white
14 instead of yellow if the Covered Product labels do not contain the color yellow.

15 3.4.5 Text Format. Respecting the warnings defined in Sections 3.4.1, and 3.4.2,
16 the warning must be in a type size no smaller than the largest type size used for other consumer
17 information on the product. In no case shall the warning appear in a type size smaller than 6-point
18 type. If the warning is printed on the label, the warning shall be set off from other surrounding
19 information in the label and enclosed in a box.

20 3.4.6 Internet Sales. In addition to the warning required under Sections 3.4.1
21 through 3.4.5 on the label or packaging of the Covered Products, for internet/online sales, a warning
22 that complies with the content requirements of 27 CCR 25603(b) must also be provided by
23 including either the warning, or a clearly marked hyperlink using the word "**WARNING**", on the
24 product display page, or by otherwise prominently displaying the warning to the purchaser prior to
25 completing the purchase. If Option 2 of the warning statement in Section 3.4.2 is provided, the
26 warning provided on the website may use the same content. For purposes of this sub-section, a
27 warning is not prominently displayed if the purchase must search for it in the general content of the
28 website. The Parties acknowledge that third parties are known to purchase products from various

1 sources and resell them on the internet. The Parties agree that Defendants will not be in violation
2 of this Consent Judgment if third parties purchase Covered Products and resell them on the internet
3 without conforming to the terms of the Consent Judgment.

4 3.4.7 Compliance. Notwithstanding anything to the contrary herein, CTWG
5 hereby acknowledges and agrees that the warnings Defendants caused/causes to be placed on the
6 Covered Product pursuant to this Consent Judgment complies with the requirements of this Section
7 3 and with Proposition 65.

8 3.5 **Formula, Testing and Quality Control Methodology.**

9 3.5.1 For purposes of this Consent Judgment, the “
10 Daily Exposure Level” for either lead or cadmium shall be measured in micrograms, and shall be
11 calculated using the following formula: micrograms of lead or cadmium per gram of Covered
12 Product, multiplied by grams of Covered Product per serving of the product (using the largest
13 serving size appearing on the product label), multiplied by servings of the Covered Product per day
14 (using the largest number of recommended daily servings on the product label), which equals
15 micrograms of lead or cadmium exposure per day. If the label contains no recommended daily
16 servings, then the number of recommended daily servings shall be one.

17 3.5.2 All testing performed pursuant to this Consent Judgment shall be performed
18 using a laboratory method that complies with the performance and quality control factors
19 appropriate for the method used, including limit of detection, limit of quantification, accuracy, and
20 precision and meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-
21 MS) achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
22 method subsequently agreed upon in writing by the Parties.

23 3.5.3 All testing performed pursuant to this Consent Judgment shall be performed
24 by an independent third-party laboratory certified by the California Environmental Laboratory
25 Accreditation Program for the analysis of heavy metals or a laboratory that is approved by,
26 accredited by, or registered with the United States Food & Drug Administration.

1 **4. MONETARY TERMS**

2 **4.1 Total Amount of Settlement.** In full satisfaction of all civil penalties, additional
3 settlement payments, CTWG's attorney's fees, expert fees and all other costs and expenses
4 incurred, including, without limitation, pursuant to California Code of Civil Procedure § 1021.5,
5 with respect to the Action and the Covered Products, Purcell International shall pay the total
6 settlement amount of ninety-nine thousand four hundred sixty-eight dollars and zero cents
7 (\$99,468.00), apportioned as follows:

8 **4.1.1 Civil Penalty.** Of the settlement amount, Purcell International shall pay
9 twenty thousand dollars (\$20,000.00) as a civil penalty pursuant to HSC § 25249.7(b), to
10 be apportioned in accordance with HSC § 25192, with 75% of these funds (\$15,000.00)
11 payable to the California Office of Environmental Health Hazard Assessment ("OEHHA")
12 (EIN: 68-0284486) and the remaining 25% of the funds (\$5,000.00) payable to Khansari
13 Law Corp., APC - Trust Account in trust for CTWG, as provided by HSC § 25249.12(d).

14 **4.1.2 Attorneys' Fees and Costs.** Of the settlement amount, Purcell International
15 shall pay seventy-nine thousand four hundred sixty-eight dollars (\$79,468.00) as
16 reimbursement of CTWG's attorney's fees and costs incurred in the Action and with respect
17 to the Notice payable to Khansari Law Corporation.

18 **4.2 Delivery of Settlement Payments.** The Settlement payments called for in Section
19 4.1 shall be made within ten (10) days of the later of the (a) Effective Date and (b) Purcell
20 International's counsel's receipt of a W-9 for Khansari Law Corporation, as follows:

21 **4.2.1** Purcell International's payment (Memo Line 'Prop 65 Penalties') of the civil
22 penalty to OEHHA shall be delivered by United States Mail directly to OEHHA (with an
23 electronic copy emailed to andre@khansarilaw.com) at the following address:

24 Mike Gyurics
25 Fiscal Operations Branch Chief
26 Office of Environmental Health Hazard Assessment
27 P.O. Box 4010
28 Sacramento, CA 95812-4010

1 4.2.2 Purcell International's payments of the civil penalty to CTWG and for
2 CTWG's attorney's fees and costs shall be delivered via overnight mail to the following
3 address:

4 Andre A. Khansari, Esq.
5 KHANSARI LAW CORPORATION
6 16133 Ventura Blvd., Suite 1200
Encino, CA 91364

7 **5. RELEASE OF ALL CLAIMS**

8 5.1 Release by CTWG Parties. This Consent Judgment is a full, final, and binding
9 resolution between Plaintiff, acting on its own behalf of its past, present and future parents,
10 shareholders, members directors, officers, managers, employees, principals, representatives,
11 agents, trustees, beneficiaries, attorneys, divisions, subdivisions, subsidiaries, partners, sister
12 companies, affiliates, insurers, insureds, and their predecessors, successors and assigns
13 (collectively, "CTWG Parties"), and Purcell International and 99 Cents Only, and their past, present
14 and future parents, shareholders, members, directors, officers, managers, employees, principals,
15 representatives, agents, trustees, beneficiaries, attorneys, divisions, subdivisions, subsidiaries,
16 partners, sister companies, affiliates, insurers, insureds, and their predecessors, successors and
17 assigns (collectively, "Defendant Releasees"), and all entities from whom Defendant Releasees
18 obtain, or in the past have obtained, and to whom they directly or indirectly distribute or sell, or in
19 the past have directly or indirectly distributed or sold, Covered Products, including but not limited
20 to manufacturers, suppliers, distributors, wholesalers, customers, licensors, licensees retailers,
21 franchisees, and cooperative members, and each of their respective past, present and future parents,
22 shareholders, members, directors, officers, managers, employees, principals, representatives,
23 agents, trustees, beneficiaries, attorneys, divisions, subdivisions, subsidiaries, partners, sister
24 companies, affiliates, insurers, insureds, and their predecessors, successors and assigns
25 (collectively, "Upstream and Downstream Releasees") of all claims, demands, obligations, actions,
26 causes of action, suits, rights, damages, obligations, debts, contracts, agreements, promises,
27 liabilities, charges, losses, costs, expenses, attorney's fees, penalties, and compensation of any
28 nature whatsoever, whether based in statute, tort, contract or any other legal or equitable theory of

1 recovery, known or unknown, fixed or contingent, now or in the future, which in any way arise out
2 of or relate to the claims made in the Notice and in the Action, including, without limitation, for
3 alleged violations of Proposition 65 based on exposure to lead and cadmium in the Covered
4 Products ("Released Claims").

5 5.2 In addition to the foregoing, CTWG, on its own behalf and on behalf of the CTWG
6 Parties, and not in its representative capacity, hereby waives all rights to institute or participate in,
7 directly or indirectly, any form of legal action against Defendants, Defendant Releasees and
8 Upstream and Downstream Releases, and further completely and forever releases and discharges
9 Defendants, Defendant Releasees, and Downstream Releasees from any and all Released Claims
10 With respect to the foregoing waivers and releases in this paragraph, CTWG on its own behalf and
11 on behalf of the CTWG Parties, acknowledging and understanding the significance and
12 consequences of such waiver, hereby specifically waives any and all rights and benefits which it
13 now has, or in the future may have, conferred by virtue of the provisions of section 1542 of the
14 California Civil Code, which provides as follows:

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

22 5.3 Release in the Public Interest. The CTWG Parties, on their own behalf and in the
23 public interest, release Purcell International, 99 Cents, Defendant Releasees and Downstream
24 Releasees from all claims for violations of Proposition 65 up through the Effective Date based on
25 exposure to lead or cadmium from the Covered Products as set forth in the Notice. Compliance
26 with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect
27 to exposures to either lead or cadmium from the Covered Products as set forth in the Notice.

28 5.4 Defendants each waive any and all claims against Plaintiff, its attorneys, and
representatives, for any and all actions taken, or statements made (or those that could have been
taken or made) by Plaintiff and its attorneys and other representatives, whether in the course of

1 investigating claims or otherwise seeking enforcement of Proposition 65 arising out of or related to
2 the Notice and/or the Action.

3
4 **6. INTEGRATION**

5 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
6 any and all prior oral and/or written negotiations and understandings related hereto shall be deemed
7 to have been merged within it. No representations or terms of agreement other than those contained
8 herein exist or have been made by any Party with respect to the other Party or the subject matter
9 hereof.

10
11 **7. GOVERNING LAW**

12 7.1 The terms of this Consent Judgment shall be governed by the laws of the State of
13 California and apply within the State of California. In the event that Proposition 65 is repealed or
14 is otherwise rendered inapplicable by reason of law generally, or as to Covered Products, then
15 Defendants shall have no further obligations pursuant to this Consent Judgment with respect to,
16 and to the extent that, Covered Products are so affected.

17
18 **8. NOTICES**

19 8.1 Unless otherwise specified herein, all notices required to be given to Plaintiff or
20 Defendants by the other shall be in writing and sent to the following agents listed below by email
21 and by either (a) first-class, registered, or certified mail; (b) overnight courier; or (c) personal
22 delivery.

23 For **Purcell International**:

24 P.O. Box 5043
25 2499 N. Main Street, #200
26 Walnut Creek, CA 94596
E-mail: bill@purcell-intl.com

27 With a copy to:

28 George Salmas
The Food Lawyers®

1 1880 Century Park East
Suite 611
2 Los Angeles, CA 90067
E-mail: George.Salmas@TheFoodLawyers.com
3

4 For **CTWG**:

5
6 David Steinman
The Chemical Toxin Working Group, Inc.
7 1801 Chart Trail
Topanga, CA 90290

8 With a copy to:

9 Andre A. Khansari, Esq.
Khansari Law Corporation
10 16133 Encino Blvd., Suite 1200
Encino, CA 91364
11 Email: andre@khansarilaw.com

12 Any Party, from time to time, may specify in writing to the other party a change of address to
13 which all notices and other communications shall be sent.
14

15
16 **9. COUNTERPARTS; FACSIMILE SIGNATURES**

17 9.1 This Consent Judgment may be executed in counterparts, which taken together shall
18 be deemed to constitute one document. A facsimile or .pdf signature shall be construed as valid as
19 the original signature.

20
21 **10. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)/COURT**
22 **APPROVAL.**

23 10.1 Plaintiff agrees to comply with the requirements set forth in HSC § 25249.7(f) and
24 to promptly bring a Motion for Approval of this Consent Judgment. Defendants agree they shall
25 not oppose such Motion.

26 10.2 This Consent Judgment shall not be effective until it is approved and entered by the
27 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case,
28

1 the Parties agree to meet and confer on how to proceed and if such agreement is not reached within
2 thirty (30) days, the case shall proceed on its normal course.

3 10.3 If the Court approves this Consent Judgment and is reversed or vacated by an
4 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
5 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed
6 on its normal course on the trial court's calendar.

7
8 11. **DRAFTING.** The terms of this Consent Judgment have been reviewed by the respective
9 counsel for each Party to this settlement prior to its signing, and each Party has had an opportunity
10 to fully discuss the terms with counsel. The Parties agree that, in any subsequent interpretation and
11 construction of this Consent Judgment entered thereon, the terms and provisions shall not be
12 construed against any Party.

13
14 12. **MODIFICATION**

15 12.1 This Consent Judgment may be modified only by further written stipulation of the
16 Parties and the approval of the Court or upon the granting of a motion brought to the Court by either
17 Party.

18
19 13. **ATTORNEY'S FEES**

20 13.1 Except as explicitly provided herein each Party is to bear its own fees and costs with
21 respect to the Action. A Party, however, who unsuccessfully brings or contests an action or
22 proceeding arising out of this Consent Judgment shall be required to pay the prevailing party's
23 reasonable attorney's fees and costs.

24 13.2 Nothing in this Section 13 shall preclude a Party from seeking an award of sanctions
25 pursuant to law.

26 13.3 A Prohibited Sale or sale in violation of the warning or reformulation terms in this
27 Consent Judgment shall each be a separate violation of this Consent Judgment and Proposition 65,
28 as applicable.

1 **14. RETENTION OF JURISDICTION; ENFORCEMENT OF CONSENT JUDGMENT**

2 14.1 This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

4 14.2 Only after it complies with Section 14.4 below may any Party, by motion or
5 application for an order to show cause filed with this Court, enforce the terms and conditions
6 contained in this Consent Judgment.

7 14.3 If Defendants distribute for sale in the State of California, or directly sells in the
8 State of California a Covered Product without a Proposition 65 warning in the future, and
9 subsequently CTWG alleges that any such product fails to qualify as a Reformulated Covered
10 Product (for which CTWG alleges that no warning has been provided), then CTWG shall inform
11 Purcell International in a reasonably prompt manner of CTWG's test results. Purcell International
12 shall, within thirty (30) days following such notice, provide CTWG with testing information, from
13 an independent third-party laboratory meeting the requirements of Sections 3.5.2 and 3.5.3,
14 demonstrating Purcell International's compliance with the Consent Judgment. The Parties shall
15 first attempt to resolve the matter prior to taking any further legal action with the Court.

16 14.4 **Good Faith Attempt to Resolve Disputes.** If a dispute arises with respect to any
17 Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall
18 meet in person or by telephone and endeavor to resolve the dispute in an amicable manner. No
19 action or motion may be filed in the absence of such a good faith attempt to resolve the dispute
20 beforehand. In the event an action or motion is filed, however, the prevailing party may seek to
21 recover costs and reasonable attorneys' fees for each violation. As used in the preceding sentence,
22 the term "prevailing party" means a party who is successful in obtaining relief more favorable to it
23 than the relief that the other party was amenable to providing during the parties' good faith attempt
24 to resolve the dispute that is the subject of the Action.

25
26 **15. AUTHORIZATION**

27 15.1 The undersigned are authorized to execute this Consent Judgment on behalf of their
28 respective Parties and have read, understood and agree to all of the terms and conditions of this

1 document and certify that he or she is fully authorized by the Party he or she represents to execute
2 the Consent Judgment on behalf of the Party represented and legally bind that Party.

3 **IT IS SO STIPULATED:**

4
5 Dated: April __, 2022

**THE CHEMICAL TOXIN WORKING
GROUP, INC.**

7 By: _____
8 David Steinman, Director

10
11 Dated: ~~April~~ ², 2022
12 MAY

PURCELL INTERNATIONAL

13 By: Wey
14 Name: William Purcell
15 Its: President

16
17 Dated: April __, 2022

99 CENTS ONLY STORES LLC

18
19 By: _____
20 Name: Mary M. Kasper
21 Its: Chief Legal Officer, General Counsel & Secretary

22 **ORDER AND JUDGMENT**

23
24 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is
25 approved, and Judgment is hereby entered according to its terms.

26 Dated: _____

27 Judge of the Superior Court

1 document and certify that he or she is fully authorized by the Party he or she represents to execute
2 the Consent Judgment on behalf of the Party represented and legally bind that Party.

3 **IT IS SO STIPULATED:**

4 MAY 4
5 Dated: April __, 2022

**THE CHEMICAL TOXIN WORKING
GROUP, INC.**

6
7 By: _____
8 David Steinman, Director

9
10
11 Dated: April __, 2022

PURCELL INTERNATIONAL

12
13 By: _____
14 Name: William Purcell
15 Its: President

16
17 May 4,
18 Dated: April __, 2022

99 CENTS ONLY STORES LLC

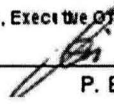
19 By: _____
20 Name: Mary M. Kasper
21 Its: Chief Legal Officer, General Counsel & Secretary

22 **ORDER AND JUDGMENT**

23
24 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is
25 approved, and Judgment is hereby entered according to its terms.

26 Dated: 5/26/22

27 *Frank R. [Signature]*
28 Judge of the Superior Court

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center">FILED Superior Court of California County of Alameda 05/26/2022</p>
<p>PLAINTIFF/PETITIONER: The Chemical Toxin Working Group</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By:  Deputy</p>
<p>DEFENDANT/RESPONDENT: Purcell International et al</p>	
<p align="center">CERTIFICATE OF MAILING</p>	<p>CASE NUMBER: RG19033249</p>

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Judgment Pursuant to Stipulation upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Andre A. Khansari
Khansari Law Corp. APC
11845 W. Olympic Blvd.
Suite 1000
Los Angeles, CA 90064-

Michael R. Hambly
The Food Lawyers
1880 Century Park East
Suite 611
Los Angeles, CA 90067-

Dated: 05/26/2022

Chad Finke, Executive Officer / Clerk of the Court

By:


P. Bir, Deputy Clerk

CERTIFICATE OF MAILING

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 223,528 NAME: Andre A. Khansari, Esq. FIRM NAME: KHANSARI LAW CORP., APC STREET ADDRESS: 16133 Ventura Blvd., Suite 1200 CITY: Encino STATE: CA ZIP CODE: 91436 TELEPHONE NO.: (818) 650-6444 FAX NO.: (818) 650-6445 E-MAIL ADDRESS: andre@khansarilaw.com ATTORNEY FOR (name): THE CHEMICAL TOXIN WORKING GROUP, INC.	FOR COURT USE ONLY CASE NUMBER: RG19033249 JUDICIAL OFFICER: Hon. FRANK ROESCH DEPARTMENT: 17
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1221 Oak Street MAILING ADDRESS: (same) CITY AND ZIP CODE: Oakland, 94612 BRANCH NAME: Oakland - Administration Building	
PLAINTIFF/PETITIONER: THE CHEMICAL TOXIN WORKING GROUP, INC. DEFENDANT/RESPONDENT: PURCELL INTERNATIONAL, ET AL.	
<div style="text-align: center;">PROOF OF ELECTRONIC SERVICE</div>	

1. I am at least 18 years old.
 - a. My residence or business address is (specify):
16133 Ventura Blvd., Suite 1200
Encino, California 91436
 - b. My electronic service address is (specify):
andre@khansarilaw.com
2. I electronically served the following documents (exact titles):
NOTICE OF ENTRY OF AMENDED STIPULATED CONSENT JUDGMENT

☐ The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)

3. I electronically served the documents listed in 2 as follows:
 - a. Name of person served:
On behalf of (name or names of parties represented, if person served is an attorney):
 - b. Electronic service address of person served :
 - c. On (date): May 28, 2022

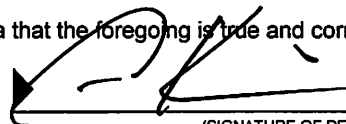
☒ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.
(Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: May 28, 2022

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Andre A. Khansari

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

SHORT TITLE: The Chemical Toxin Working Group, Inc. vs. Purcell International et al.	CASE NUMBER: RG19033249
---	----------------------------

ATTACHMENT TO PROOF OF ELECTRONIC SERVICE (PERSONS SERVED)

(This attachment is for use with form POS-050/EFS-050.)

NAMES, ADDRESSES, AND OTHER APPLICABLE INFORMATION ABOUT PERSONS SERVED:

<u>Name of Person Served</u> <i>(If the person served is an attorney, the party or parties represented should also be stated.)</i>	<u>Electronic Service Address</u>	<u>Date of Electronic Service</u>
George Salmas, Esq., The Food Lawyers,	George.Salmas@thefoodlawyers.com	Date: May 28, 2022
counsel for Def., Purcell International		Date: _____
Joseph Lee, Esq., Munger, Tolles & Olson, LLP	Joseph.Lee@mto.com	Date: May 28, 2022
counsel for Def., 99 Cents Only Stores LLC		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____