

TELEPHONE (562) 437-4499
TOLL-FREE (877) TOX-TORT
TELECOPIER (562) 436-1561
WWW.TOXICTORTS.COM

LAW OFFICES OF
RAPHAEL METZGER
A PROFESSIONAL LAW CORPORATION
401 EAST OCEAN BOULEVARD, SUITE 800
LONG BEACH, CALIFORNIA 90802-4966

PRACTICE CONCENTRATED IN TOXIC
TORT & ENVIRONMENTAL LITIGATION
OCCUPATIONAL & ENVIRONMENTAL LUNG
DISEASE, CANCER, AND TOXIC INJURIES

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METZGER LAW GROUP
A PROFESSIONAL LAW CORPORATION
RAPHAEL METZGER, ESQ., SBN 116020
KATHRYN A. SALDANA, ESQ., SBN 251364
401 E. OCEAN BLVD., SUITE 800
LONG BEACH, CA 90802-4966
TELEPHONE: (562) 437-4499
TELECOPIER: (562) 436-1561
WEBSITE: www.toxictorts.com

Attorneys for Plaintiff,
Council for Education and
Research on Toxics ("CERT")

FILED
LOS ANGELES SUPERIOR COURT

JUN 28 2013

JOHN A. CLARKE, CLERK
J.A. Clarke
BY L. M'GREENE, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST

COUNCIL FOR EDUCATION AND)
RESEARCH ON TOXICS, a California)
corporation, acting as a private)
attorney general in the public)
interest;)

Plaintiff,)

vs.)

STARBUCKS CORPORATION, a)
Washington corporation; et al.,)
Defendants.)

CASE NO. BC435759

Assigned to the Honorable Elihu
Berle, Dept. 323
(Lead Case - Consolidated with
Case No. BC461182)

NOTICE OF RULING ON PLAINTIFF'S
MOTION TO APPROVE PROPOSITION
65 SETTLEMENT AND PROPOSED
CONSENT JUDGMENT AS TO
DEFENDANT CAMERON'S COFFEE AND
DISTRIBUTION COMPANY

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TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on June 27, 2013, in Department 323 of the above entitled Court, the Honorable Elihu Berle held a hearing on Plaintiff's Motion to Approve Proposition 65 Settlement and Proposed Consent Judgment, during which the Court made the following rulings:

1. Plaintiff's Motion to Approve Proposition 65 Settlement and Proposed Consent Judgment as to Defendant Cameron's Coffee and Distribution Company is granted.

2. Plaintiff is to provide notice.

DATED: June 27, 2013

METZGER LAW GROUP
A Professional Law Corporation

KIMBERLY MILLER, ESQ.
Attorneys for Plaintiff
COUNCIL FOR EDUCATION AND RESEARCH ON
TOXICS (CERT)

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ELECTRONIC PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and am not a party to the within action. My business address is 401 E. Ocean Blvd., 8th Floor, Long Beach, CA 90802.

On June 27, 2013, I served the foregoing document, described as: **NOTICE OF RULING ON PLAINTIFF'S MOTION TO APPROVE PROPOSITION 65 SETTLEMENT AND PROPOSED CONSENT JUDGMENT** on the interested parties to this action by submitting an electronic version of the document via FTP upload to LexisNexis/FileAndServe pursuant to the Court's Order.

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

Executed on June 27, 2013, at Long Beach, California.

Susan M. Simpson, Declarant

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SERVICE LIST

(CERT vs. Starbucks, Case No. BC435759)

-oOo-

Trenton H. Norris, Esq.
Rachel L. Chanin, Esq.
Arnold & Porter
Three Embarcadero Center, 7th Floor
San Francisco, CA 94111
(7-Eleven, Inc., BP West Coast Products
LLC, Winchell's Franchising, LLC, Yum Yum
Donut Shops, Inc.)

Michele B. Corash, Esq.
Robin S. Stafford, Esq.
Morrison & Foerster
425 Market Street
San Francisco, CA 94105-2482
(Starbucks Corporation, Starbucks Holding
Company, Seattle Coffee Company, Peet's
Operating Company, Inc. (incorrectly sued
herein as Peet's Coffee and Tea, Inc.);
International Coffee & Tea, LLC)

(Updated 06/14/13 nsv)

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DISEASE, CANCER, AND TOXIC INJURIES

SERVICE LIST

(CERT v. Brad Berry, Case No. BC461182)

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Lisa A. Cole, Esq.
Nixon Peabody
2 Palo Alto Square
3000 El Camino Real, Suite 500
Palo Alto, CA 94306
(The Kroger Co., Ralphs Grocery Company,
Food For Less of Southern California, Food
4 Less Holdings, Inc., Food For Less
Merchandising, Inc., Food For Less of
California, Inc.)

Jeffrey B. Margulies, Esq.
Tambry L. Bradford, Esq.
Fulbright & Jaworski
555 S. Flower St., 41st Floor
Los Angeles, CA 90071
(Target Corporation, Safeway, Inc. Sprouts
Farmers Markets, LLC; Reily Foods Company;
H.N. Fernandez, Inc.)

Renee D. Wasserman, Esq.
Lauren B. Kramer, Esq.
Rogers Joseph O'Donnell
311 California Street
San Francisco, CA 94104
(Bristol Farms, Costco Wholesale, Inc. and
Albertson's LLC, successor-in-interest to
Supervalu Inc.)

Carla Christofferson, Esq.
Margaret A. Moeser, Esq.
Kate Ides, Esq.
O'Melveny & Myers
400 S. Hope Street
Los Angeles, CA 90071-2899
(Trader Joe's Company; Mountanos Brothers
Coffee Company)

Michael D. Abraham, Esq.
Robert H. Bunzel, Esq.
Kerry L. Duffy, Esq.
Bartko, Zankel, Tarrant & Miller
900 Front St., Suite 300
San Francisco, CA 94111
(Wal-Mart Stores, Inc. and Sam's West,
Inc.)

Michele B. Corash, Esq.
Robert Falk, Esq.
Robin Stafford, Esq.
Travis Brandon, Esq.
Morrison & Foerster
425 Market Street
San Francisco, CA 94105-2482
(Brad Barry Company, Ltd., Caribou Coffee
Company, Inc., F. Gavina & Sons, Inc., Green
Mountain Coffee Roasters, Inc., Illy Caffe
North America, Inc., International Coffee &
Tea, LLC, the J.M. Smucker Company, Kraft
Foods Inc., Massimo Zanetti Beverage USA,
Inc., Melitta U.S.A., Inc., Nestle USA,
Inc., Peet's Coffee & Tea, Inc., Rowland
Coffee Roasters, Inc., Sara Lee Corporation,
Seattle's Best Coffee LLC, Smucker
Foodservice, Inc., Starbucks Corporation, TC
Global, Inc., Vilore Foods Company, Inc., DD
IP Holder LLC, Dunkin' Brands, Inc., The
Folgers Coffee Company, Godiva Chocolatier,
Inc., Newman's Own Organics - the Second
Generation, Inc., Starbucks Holding Company;
Kraft Foods Global, Inc.; Apffels Coffee,
Inc., Coffee Bean International, Inc., Dona
Mireya, Inc., dba Jones Coffee Roasters;
Equator Coffee & Teas; Boyer Coffee Company;
Caffe Ibis, Inc.; The Coca-Cola Company;
Community Coffee Company, Inc.; Copper Moon
Coffee, LLC; JBR, Inc., dba Rogers Family
Company; Lavazza Premium Coffees Corp.;
Cascade Coffee, Inc.; Coffee Roasters of
Arizona, Inc.; Gold Medal Products Co.;
Millstone Coffee, Inc.; Mother Parkers Tea
& Coffee, Inc.; Southern Wine and Spirits of
America, Inc.; Central Coast Coffee Roasting
Co., Inc.; Eight O'Clock Coffee Company;
James c. Cannell Coffees, Inc. Dba Jim's
Organic Coffee; Pacific Coffee, Inc. dba
Maui Coffee Company; Paradise Beverages,
Inc. dba Hawaii Coffee Company; Regal
Commodities; Steep & Brew, Inc.; Victor
Allen's Coffee, LLC; Napa Valley Coffee
Roasting Company; Kauai Coffee Company LLC;
Peerless Coffee Co., Inc., dba Adam's
Organic Coffees; Montana Coffee Traders,
Inc.; Falcon Trading Company, Inc.;
Intelligentsia Coffee & Tea, Inc.; Mayorga
Coffee, LLC; Hometown Coffee Co.; New
England Tea and Coffee Co., Inc.; Zavida

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1	Coffee Company, Inc.; Quartermaine Coffee Roasters; S & D Coffee, Inc.)	Woodland, CA 95695 (Puroast Coffee Company, Inc.)
2		
3	Brendan W. Brandt, Esq. Andrew Ross Varner & Brandt	Thomas M. Brown, Esq. Brown White & Newhouse LLP 333 South Hope Street, 40 th Floor Los Angeles, CA 90071 (Comfort Foods, Inc.)
4	3750 University Ave., Suite 610 Riverside, CA 92501	
5	(Stater Bros. Markets)	
6	J.T. Wells Blaxter, Esq. Blaxter Law	Ian K. Boyd, Esq. Matthew A. Stratton, Esq. Harvey Siskind LLP
7	One Bush St., Suite 650 San Francisco, CA 94104	Four Embarcadero Center, 39 th Floor San Francisco, CA 94111 (Rockstar, Inc.)
8	(Whole Foods Market California, Inc.; Allegro Coffee Company)	
9		Tara Sky Woodward, Esq. Womble Carlyle Sandridge & Rice LLP 10050 N. Wolfe Road, Suite 260 Cupertino, CA 95014 (Specially Appearing for S&D Coffee, Inc.)
10	Joshua A. Bloom, Esq. Samir J. Abdelnour, Esq. Barg Coffin Lewis & Trapp, LLP	
11	350 California St., 22 nd Flr. San Francisco, CA 94104-1435	
12	(BYB Brands, Inc.; Snyder's-Lance, Inc.)	Charles F. Gorla, Esq. Gorla, Weber & Jarvis 1011 Camino del Rio South, Suite 210 San Diego, CA 92108 (Café Calabria Coffee Roasting Company)
13	Henry Ben-Zvi, Esq. Ben-Zvi & Associates	
14	3231 Ocean Park Blvd., Suite 212 Santa Monica, CA 90405	Lawrence E. Skidmore, Esq. Kathleen C. Lyon, Esq. Erin J. Tognetti, Esq. Aronowitz Skidmore Lyon 200 Auburn Folsom Road, Suite 305 Auburn, CA 95603 (L. Paul Phillips dba Safari Morning Coffee)
15	(Cameron's Coffee and Distribution Company) <i>Settlement pending</i>	
16		
17	Lawrence Y. Wong, Esq. Darryl J. Horowitz, Esq. Coleman & Horowitz, LLP	
18	1880 Century Park East, Suite 404 Los Angeles, CA 90067	
19	(Luberski, Inc., dba Hidden Villa Ranch)	Nathan C. Benjamin, Esq. Courtney D. Leibrock, Esq. Baskin & Grant, LLP 331 Soquel Avenue, Suite 100 Santa Cruz, CA 95062 (Verve Pacific Avenue Café, LLC)
20	Trevor J. Allen, Esq. Bryan Cave LLP	
21	3161 Michelson Dr., Suite 1500 Irvine, CA 92612-4414	
22	(Kerry Inc., dba Kerry Ingredients, Inc.)	Gary M. Roberts, Esq. Melanie A. Tory, Esq. SNR Denton US LLP 601 S. Figueroa Street, Suite 2500 Los Angeles, CA 90017 (Churchill Coffee Company, LLC) <i>Settlement pending</i>
23		
24	Megan I. Lennox, Esq. Bryan Cave LLP	
25	Two N. Central Avenue, Suite 2200 Phoenix, AZ 85004	
26	(Co-counsel for Kerry Inc., dba Kerry Ingredients, Inc.)	
27	Douglas D. Wirth, Esq. Law Offices of Steven C. Sabbadini	(Updated 06/21/13 nsv)
28	823 North Street	

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1 BEN-ZVI & ASSOCIATES
HENRY BEN-ZVI (CA SBN 105419)
2 henry@ben-zvilaw.com
3 3231 Ocean Park Blvd., Suite 212
Santa Monica, CA 90405
4 Telephone: (310) 664-1570
5 Facsimile: (310) 664-1571

6 Attorneys for Defendant CAMERON'S
COFFEE AND DISTRIBUTION COMPANY

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

9 COUNCIL FOR EDUCATION AND
RESEARCH ON TOXICS, a California
10 corporation, acting as a private attorney general
in the public interest,

11
12 Plaintiff,

13 vs.

14 BRAD BARRY COMPANY, LTD., a California
corporation; BRISTOL FARMS, a California
15 corporation; CARIBOU COFFEE COMPANY,
INC., a Minnesota corporation; COSTCO
16 WHOLESALE CORPORATION, a Washington
corporation; DD IP HOLDER LLC, a Delaware
17 corporation; DUNKIN' BRANDS, INC., a
Delaware corporation; DUNKIN' DONUTS
18 LLC, a Delaware corporation; F. GAVINA &
SONS, INC., a California corporation; THE
19 FOLGERS COFFEE COMPANY, a Delaware
corporation; et al.,
20

21 Defendants.

Case No. BC461182
Related to Lead Case No. BC435759

*Assigned to The Honorable Elihu Berle, Dept.
323*

**CONSENT JUDGMENT AS TO
DEFENDANT CAMERON'S COFFEE AND
DISTRIBUTION COMPANY**

1 **1. INTRODUCTION**

2 1.1. On May 9, 2011, the Council for Education and Research on Toxics
3 (“CERT”) filed a complaint for civil penalties and injunctive relief for violations of Proposition 65
4 in the Superior Court for the County of Los Angeles. CERT’s complaint alleges that the
5 Defendants failed to provide clear and reasonable warnings that ingestion of the Covered Products
6 (as defined in Paragraph 2.1), would result in exposure to acrylamide, a chemical known to the
7 State of California to cause cancer. The complaint further alleges that under the Safe Drinking
8 Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6, also known
9 as “Proposition 65,” businesses must provide persons with a “clear and reasonable warning”
10 before exposing individuals to these chemicals, and that the Defendants failed to do so.

11 1.2. Cameron’s Coffee and Distribution Company (“Settling Defendant”), was
12 not named as a Defendant in Plaintiff’s original complaint. However, Settling Defendant was
13 named in the amended complaint which it received by certified mail on September 17, 2012.
14 Settling Defendant has indicated that it wishes to settle any claims that CERT has asserted or may
15 assert against Settling Defendant in this lawsuit. On June 21, 2012, CERT served Settling
16 Defendant with “Notice of Proposition 65 Violations” consistent with the present lawsuit, and the
17 parties negotiated and agreed upon this Consent Judgment.¹

18 1.3. Settling Defendant is a Minnesota corporation that employs more than 10
19 persons, or employed 10 or more persons at some time relevant to the allegations of the complaint,
20 and which sells Covered Products to buyers located in the State of California or has done so in the
21 past.

22 1.4. For purposes of this Consent Judgment only, the parties stipulate that this
23 Court has jurisdiction over the allegations of violations contained in CERT’s complaint and
24 personal jurisdiction over Settling Defendant as to the acts alleged in CERT’s complaint, that
25

26 ¹ To avoid any possible jurisdictional defect, the settling parties request that the court not
27 sign and file this Consent Judgment until the 60-day notice period required by Proposition
28 65 has elapsed.

1 venue is proper in the County of Los Angeles, and that this Court has jurisdiction to enter this
2 Consent Judgment as a full and final resolution of all claims which were raised in the complaint
3 based on the facts alleged therein.

4 1.5. CERT and Settling Defendant enter into this Consent Judgment as a full and
5 final settlement of all claims that were raised in the complaint (except as specified in Paragraph
6 9.1), arising out of the facts or conduct alleged therein. Settling Defendant has expressly waived
7 its statute of limitations defense with respect to the claims alleged in CERT' s complaint. By
8 execution of this Consent Judgment and agreeing to provide the relief and remedies specified
9 herein, Settling Defendant does not admit any violations of Proposition 65, or any other law or
10 legal duty. Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice,
11 waive or impair any right, remedy, or defense that CERT and Settling Defendant may have in any
12 other or in future legal proceedings unrelated to these proceedings. However, this paragraph shall
13 not diminish or otherwise affect the obligations, responsibilities, and duties of the parties under
14 this Consent Judgment.

15 **2. DEFINITIONS**

16 2.1. "Covered Products" means all coffee beans or grounds, flaked, instant or
17 freeze-dried coffee, or any other packaged coffee that is not sold as ready-to-drink and that is sold
18 in any establishment in the State of California, including in restaurants, coffee houses, and retail
19 specialty stores owned and/or operated by Settling Defendant ("Company Restaurants") or
20 resturants, coffee houses, and retail specialty stores owned and operated by third parties pursuant
21 to franchise or license agreements with the Settling Defendant ("Franchise Restaurants").

22 2.2. "Effective Date" means the date upon which this Court enters this Consent
23 Judgment.

24 **3. INJUNCTIVE RELIEF; CLEAR AND REASONABLE WARNINGS**

25 3.1. Settling Defendant shall provide warnings in the manner required by this
26 Consent Judgment for all Covered Products.

27 3.2. Warning Message. The warning message provided, under the permitted
28 warning methods, shall be the following:

1 a. WARNING

2 “Chemicals known to the State of California to cause cancer
3 and reproductive toxicity, including acrylamide, are present in
4 our coffee products. Acrylamide is not added to our products,
5 but results from the roasting of coffee beans. As a result,
6 acrylamide is present in our brewed coffee products. Your
7 personal cancer risk is affected by a wide variety of factors.
8 For more information regarding acrylamide see www.fda.gov.
9 For more information about acrylamide and Proposition 65,
10 visit www.oehha.ca.gov/prop65/acrylamide.html.”

11 b. Wherever the warning language in this Consent Judgment uses the
12 phrase “chemical known to the State of California to cause cancer,” Settling Defendant, at their
13 option, may use either the phrase “chemical known to cause cancer” or “chemical that causes
14 cancer.”

15 3.3. Warning Method. The warning shall be affixed to or printed on the back of
16 the package of the Covered Product, in typeface equal to the typeface of other product information
17 on the label so as to render the warning easily read and understood by an ordinary individual under
18 customary conditions of purchase or use. Such warnings shall accompany the Covered Product
19 sold into California beginning no later than ninety (90) days after the Effective Date.

20 3.4. Nothing in this Consent Judgment requires that warnings be given for
21 Covered Products sold outside the State of California.

22 4. CIVIL PENALTIES

23 4.1. Calculation of Civil Penalties

24 4.1.1. A company who violates Proposition 65 shall be liable for civil penalties
25 not to exceed two thousand five hundred dollars (\$2,500) per day *for each violation* in addition to
26 any other penalty established by law pursuant to Health and Safety Code section 25249.7(b)(1).

27 4.1.2. In assessing the amount of civil penalties for violations of Proposition 65,
28 all of the following factors must be considered pursuant to Health and Safety Code section
25249.7(b)(2):

a. The nature and extent of the violation.

- 1 b. The number of, and severity of, the violations.
2 c. The economic effect of the penalty on the violator.
3 d. Whether the violator took good faith measures to comply with this
4 chapter and the time these measures were taken.
5 e. The willfulness of the violator's misconduct.
6 f. The deterrent effect that the imposition of the penalty would have on
7 both the violator and the regulated community as a whole.
8 g. Any other factor that justice may require.

9 4.2. Settling Defendant has provided proof to CERT's counsel, in the form of
10 financial statements for the previous two fiscal year periods (FYE February 28, 2011 and FYE
11 February 29, 2012) verified under penalty of perjury, that the Settling Defendant has been
12 operating at a loss, such that payment of a full penalty would impose a financial hardship upon
13 Settling Defendant. In addition, Settling Defendant has provided proof to CERT's counsel that its
14 principal business is selling Covered Products to customers who are not located in the State of
15 California and that it has made only a few, and sporadic, sales to customers in the State of
16 California. As a result, the parties have agreed upon a modified (extraordinarily low) settlement
17 amount for civil penalties in this case. This low settlement amount is based on consideration of all
18 the penalty factors set forth in Health and Safety Code Section 25249.7(b)(2), taking into account
19 the Settling Defendant's financial condition and its limited activities in the State of California.

20 **5. PAYMENTS**

21 5.1. Settling Defendant shall pay the total amount identified below in settlement
22 of this case. The terms of the payment agreement are as follows:

23 Settling Defendant shall pay the total amount of \$5,000 ("Settlement Proceeds"),
24 within thirty days of entry of this Consent Judgment. Settlement Proceeds shall be made payable
25 to the Metzger Law Group Attorney-Client Trust Account, and to no other persons, and delivered
26 to CERT's counsel, Metzger Law Group, 401 E. Ocean Blvd., Suite 800, Long Beach, California
27 90802-4966. The Settlement Proceeds shall be applied as follows:
28

1 a. Civil Penalty: Settling Defendant shall pay civil penalties pursuant
2 to Health and Safety Code section 25249.7(b) in the amount of \$2,500, allocated between CERT
3 and the State of California as directed by Health & Safety Code section 25249.12(c)-(d).

4 b. Attorneys' Fees and Costs: Settling Defendant shall pay \$2,500 to
5 reimburse CERT for its attorneys' fees and costs incurred in investigating and litigating this
6 matter, and negotiating this Consent Judgment on behalf of itself and in the public interest.

7 **6. MODIFICATION OF CONSENT JUDGMENT**

8 6.1. This Consent Judgment may be modified by written agreement of CERT
9 and Settling Defendant, after noticed motion, and upon entry of a modified consent judgment by
10 the court thereon, or upon motion of CERT or Settling Defendant as provided by law and upon
11 entry of a modified consent judgment by the court. Before filing an application with the court for
12 a modification to this Consent Judgment, Settling Defendant may meet and confer with CERT to
13 determine whether CERT will consent to the proposed modification. If a proposed modification is
14 agreed, then Settling Defendant and CERT will present the modification to the court by means of a
15 stipulated modification to the Consent Judgment

16 6.2. If Proposition 65 or its implementing regulations are changed from their
17 terms as they exist on the date of entry of judgment, the parties may seek modifications in the
18 Consent Judgment as follows:

19 a. If the change establishes that warnings for acrylamide in the
20 Covered Products are not required, Settling Defendant may seek a modification of this Consent
21 Judgment to conform to the judgment to the change in law.

22 b. If the change establishes that the warnings provided by this Consent
23 Judgment would not comply with the law, either party may seek a modification of the Consent
24 Judgment to conform the judgment to the change in law.

25 c. If the change would provide a new form or manner of an optional or
26 safe-harbor warning, Settling Defendant may seek a modification to provide a warning in the
27 newly permitted form, but the modification shall not be granted unless the court finds that the new
28

1 warning would not be materially less informative or likely to be seen, read, and understood than
2 the warnings provided under this Consent Judgment.

3 6.3. If Settling Defendant corresponds in writing to an agency or branch of the
4 United States Government in connection with the application of Proposition 65 to Acrylamide in
5 the Covered Products, then, so long as such correspondence is not confidential and would be
6 retrievable by CERT under the Freedom of Information Act, the Settling Defendant originating
7 such communication shall provide CERT with a copy of such communication as soon as
8 practicable, but not more than 10 days after sending or receiving the correspondence; provided,
9 however, that this section shall not apply to correspondence to or from trade associations or other
10 groups of which Settling Defendant are members.

11 7. ENFORCEMENT

12 7.1. CERT may, by motion or application for an order to show cause before this
13 Court, enforce the terms and conditions contained in this Consent Judgment. In any such
14 proceeding, CERT may seek whatever fines, costs, penalties, or remedies are provided by law for
15 failure to comply with the Consent Judgment and where said violations of this Consent Judgment
16 constitute subsequent violations of Proposition 65 or other laws independent of the Consent
17 Judgment and/or those alleged in the complaint, CERT is not limited to enforcement of the
18 Consent Judgment, but may seek in another action, whatever fines, costs, penalties, or remedies
19 are provided for by law for failure to comply with Proposition 65 or other laws. In any action
20 brought by CERT alleging subsequent violations of Proposition 65 or other laws, Settling
21 Defendant may assert all available defenses.

22 8. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

23 8.1. Each signatory to this Consent Judgment certifies that he or she is fully
24 authorized by the party he or she represents to stipulate to this Consent Judgment and to enter into
25 and execute the Consent Judgment on behalf of the party represented and legally to bind that
26 party.
27
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1 **9. CLAIMS COVERED**

2 9.1. This Consent Judgment is a full, final, and binding resolution between
3 CERT and Settling Defendant, of any violation of Proposition 65 that has been asserted in the
4 Complaint and/or in the Notice of Violation dated June 21, 2012, up through the Effective Date,
5 for failure to provide clear and reasonable warnings of exposure to acrylamide from the use of the
6 Covered Products, whether based on actions committed by Settling Defendant or by an entity to
7 whom it distributes or sells coffee products in the State of California. Compliance with the terms
8 of this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to
9 acrylamide from Covered Products as set forth in the Complaint and/or in the Notice of Violation
10 dated June 21, 2012.

11 **10. RETENTION OF JURISDICTION**

12 10.1. This Court shall retain jurisdiction of this matter to implement the Consent
13 Judgment

14 **11. PROVISION OF NOTICE**

15 11.1. When any party is entitled to receive any notice under this Consent
16 Judgment, the notice shall be sent by overnight courier service to the person and address set forth
17 in this Paragraph. Any party may modify the person and address to whom the notice is to be sent
18 by sending each other party notice by certified mail, return receipt requested. Said change shall
19 take effect for any notice mailed at least five days after the date the return receipt is signed by the
20 party receiving the change.

21 11.2. Notices shall be sent to the following when required:

22 For CERT:

23 Raphael Metzger
24 Metzger Law Group
25 401 E. Ocean Boulevard, Suite 800
26 Long Beach, CA 90802
27 Telephone: (562) 437-4499
28 Facsimile: (562) 436-1561

1
2 For Settling Defendant:

3 Henry Ben-Zvi
4 BEN-ZVI & ASSOCIATES
5 3231 Ocean Park Blvd., Suite 212
6 Santa Monica, CA 90405
7 Telephone: (310) 664-1570
8 Facsimile: (310) 664-1571

8 **12. COURT APPROVAL**

9 12.1. This Consent Judgment shall be submitted to the Court for entry by noticed
10 motion. If this Consent Judgment is not approved by the Court, it shall be of no force or effect
11 and may not be used by CERT or Settling Defendant for any purpose.

12 **13. ENTIRE AGREEMENT**

13 13.1. This Consent Judgment contains the sole and entire agreement and
14 understanding of the parties with respect to the entire subject matter hereof, and any and all prior
15 discussions, negotiations, commitments and understandings related hereto. No representations,
16 oral or otherwise, express or implied, other than those contained herein have been made by any
17 party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
18 deemed to exist or to bind any of the parties.

BEN-ZVI & ASSOCIATES
3231 Ocean Park Blvd., Suite 212
Santa Monica, CA 90405

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14. EXECUTION IN COUNTERPARTS

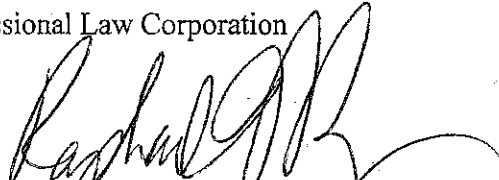
14.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

IT IS SO STIPULATED:

Dated:

METZGER LAW GROUP
A Professional Law Corporation

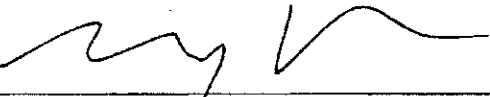
By:


RAPHANEL METZGER, ESQ.
Attorneys for Plaintiff
COUNCIL ON EDUCATION AND
RESEARCH ON TOXICS ("CERT")

Dated: March 11, 2013

BEN-ZVI & ASSOCIATES

By:


Henry Ben-Zvi
Attorneys for Defendant
CAMERON'S COFFEE AND
DISTRIBUTION COMPANY

7708607v1

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and am not a party to the within action. My business address is 401 East Ocean Blvd., #800, Long Beach, CA 90802.

On May 7, 2013, I served the foregoing document, described as: as follows: CONSENT JUDGMENT AS TO DEFENDANT CAMERON'S COFFEE AND DISTRIBUTION COMPANY

 X (BY MAIL) I caused copies of such document, enclosed in sealed envelopes, to be deposited in the mail at Long Beach, California with postage thereon fully prepaid to the persons and addresses indicated on the attached list. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing set forth in this affidavit to:

Office of the Attorney General
1515 Clay Street, 20th Floor
Oakland, CA 94612-0550

 X (BY E-MAIL) I delivered such document by electronic mail to: Laura J. Zuckerman, Deputy Attorney General, 1515 Clay Street, 20th Floor, Oakland, California 94612 at Laura.Zuckerman@doj.ca.gov, and Dennis A. Ragen, Deputy Attorney General, 110 West A Street, Suite 1100, San Diego, California 92186-5266 at Dennis.Ragen@doj.ca.gov. Said document was transmitted by email transmission, which was reported complete and without error.

 X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

 (FEDERAL) I declare that I am employed in the offices of a member of this court, at whose direction service was made.

Executed on May 7, 2013, at Long Beach, California.

Susan M. Simpson, Declarant

ELECTRONIC PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and am not a party to the within action. My business address is 401 E. Ocean Blvd., 8th Floor, Long Beach, CA 90802.

On May 7, 2013, I served the foregoing document, described as: **CONSENT JUDGEMENT AS TO CAMERON'S COFFEE AND DISTRIBUTION COMPANY** on the interested parties to this action by submitting an electronic version of the document via FTP upload to LexisNexis/FileAndServe pursuant to the Court's Order.

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

Executed on May 7, 2013, at Long Beach, California.

Susan M. Simpson, Declarant

PROOF OF SERVICE
(CERT v. Brad Berry, Case No. BC461182)

-000-

Lisa A. Cole, Esq.
Nixon Peabody
2 Palo Alto Square
3000 El Camino Real, Suite 500
Palo Alto, CA 94306
(The Kroger Co., Ralphs Grocery
Company, Food For Less of Southern
California, Food 4 Less Holdings,
Inc., Food For Less Merchandising,
Inc., Food For Less of California,
Inc.)

Jeffrey B. Margulies, Esq.
Tambry L. Bradford, Esq.
Fulbright & Jaworski
555 S. Flower St., 41st Floor
Los Angeles, CA 90071
(Target Corporation, Safeway, Inc.
Sprouts Farmers Markets, LLC; Reily
Foods Company; H.N. Fernandez, Inc.)

Renee D. Wasserman, Esq.
Lauren B. Kramer, Esq.
Rogers Joseph O'Donnell
311 California Street
San Francisco, CA 94104
(Bristol Farms, Costco Wholesale, Inc.
and Supervalu Inc.)

Carla Christofferson, Esq.
Margaret A. Moeser, Esq.
Kate Ides, Esq.
O'Melveny & Myers
400 S. Hope Street
Los Angeles, CA 90071-2899
(Trader Joe's Company; Moutanos
Brothers Coffee Company)

Michael D. Abraham, Esq.
Robert H. Bunzel, Esq.
Kerry L. Duffy, Esq.
Bartko, Zankel, Tarrant & Miller
900 Front St., Suite 300
San Francisco, CA 94111
(Wal-Mart Stores, Inc. and Sam's West,
Inc.)

Michele B. Corash, Esq.
Robert Falk, Esq.
Robin Stafford, Esq.
Travis Brandon, Esq.
Susan L. Landsittel, Esq.
Morrison & Foerster
425 Market Street
San Francisco, CA 94105-2482
(Brad Barry Company, Ltd., Caribou
Coffee Company, Inc., F. Gavina &
Sons, Inc., Green Mountain Coffee
Roasters, Inc., Illy Caffe North
America, Inc., International Coffee &
Tea, LLC, the J.M. Smucker Company,
Kraft Foods Inc., Massimo Zanetti
Beverage USA, Inc., Melitta U.S.A.,
Inc.; Napa Valley Coffee Roasting
Company; Nestle USA, Inc., Peet's
Coffee & Tea, Inc., Rowland Coffee
Roasters, Inc., Sara Lee Corporation,
Seattle's Best Coffee LLC, Smucker
Foodservice, Inc., Starbucks
Corporation, TC Global, Inc., Vilore
Foods Company, Inc., DD IP Holder LLC,
Dunkin' Brands, Inc., The Folgers
Coffee Company, Godiva Chocolatier,
Inc., Newman's Own Organics - the
Second Generation, Inc., Starbucks
Holding Company; Kraft Foods Global,
Inc.; Appfels Coffee, Inc., Coffee
Bean International, Inc., Dona Mireya,
Inc., dba Jones Coffee Roasters;
Equator Coffee & Teas; Boyer Coffee
Company; Caffe Ibis, Inc.; The Coca-
Cola Company; Community Coffee
Company, Inc.; Copper Moon Coffee,
LLC; JBR, Inc., dba Rogers Family
Company; Lavazza Premium Coffees
Corp.; Cascade Coffee, Inc.; Coffee
Roasters of Arizona, Inc.; Gold Medal
Products Co.; Millstone Coffee, Inc.;
Mother Parkers Tea & Coffee, Inc.;
Southern Wine and Spirits of America,
Inc.; Central Coast Coffee Roasting
Co., Inc.; Eight O'Clock Coffee
Company; James C. Cannell Coffees,
Inc. DbA Jim's Organic Coffee; Pacific
Coffee, Inc. dba Maui Coffee Company;
Paradise Beverages, Inc. dba Hawaii
Coffee Company; Regal Commodities;
Steep & Brew, Inc.; Victor Allen's
Coffee, LLC; Kauai Coffee Company LLC;
Peerless Coffee Co., Inc., dba Adam's
Organic Coffees; New England Tea and
Coffee Co., Inc.; Zavida Coffee
Company, Inc.; Montana Coffee Traders,
Inc.; Falcon Trading Company, Inc.;

Intelligentsia Coffee & Tea, Inc.;
Mayorga Coffee, LLC; Hometown Coffee
Co.; New England Tea and Coffee Co.,
Inc.; Zavida Coffee Company, Inc.;
Quartermaine Coffee Roasters; S & D
Coffee, Inc.; Java Trading Company,
LLC dba Distant Lands Coffee;
Thanksgiving Coffee Company, Inc.)

Brendan W. Brandt, Esq.
Andrew Ross
Varner & Brandt
3750 University Ave., Suite 610
Riverside, CA 92501
(Stater Bros. Markets)

J.T. Wells Blaxter, Esq.
Blaxter Law
One Bush St., Suite 650
San Francisco, CA 94104
(Whole Foods Market California, Inc.;
Allegro Coffee Company)

Joshua A. Bloom, Esq.
Samir J. Abdelnour, Esq.
Barg Coffin Lewis & Trapp, LLP
350 California St., 22nd Flr.
San Francisco, CA 94104-1435
(BYB Brands, Inc.; Snyder's-Lance,
Inc.)

Henry Ben-Zvi, Esq.
Ben-Zvi & Associates
3231 Ocean Park Blvd., Suite 212
Santa Monica, CA 90405
(Cameron's Coffee and Distribution
Company)

Duane R. Menting, Esq.
705 Magnolia Avenue
Larkspur, CA 94939
(Big River Coffee Company, Inc.)

Lawrence Y. Wong, Esq.
Darryl J. Horowitz, Esq.
Coleman & Horowitz, LLP
1880 Century Park East, Suite 404
Los Angeles, CA 90067
(Luberski, Inc., dba Hidden Villa
Ranch)

Trevor J. Allen, Esq.
Bryan Cave LLP
3161 Michelson Dr., Suite 1500
Irvine, CA 92612-4414
(Kerry Inc., dba Kerry Ingredients,
Inc.)

Megan I. Lennox, Esq.
Bryan Cave LLP

Two N. Central Avenue, Suite 2200
Phoenix, AZ 85004
(Co-counsel for Kerry Inc., dba Kerry
Ingredients, Inc.)

Melissa A. Jones, Esq.
Carissa M. Beecham, Esq.
Stoel Rives LLP
500 Capitol Mall, Suite 1600
Sacramento, CA 95814
(Land O'Lakes, Inc.)

Douglas D. Wirth, Esq.
Law Offices of Steven C. Sabbadini
823 North Street
Woodland, CA 95695
(Puroast Coffee Company, Inc.)

Thomas M. Brown, Esq.
Brown White & Newhouse LLP
333 South Hope Street, 40th Floor
Los Angeles, CA 90071
(Comfort Foods, Inc.)

Ian K. Boyd, Esq.
Matthew A. Stratton, Esq.
Harvey Siskind LLP
Four Embarcadero Center, 39th Floor
San Francisco, CA 94111
(Rockstar, Inc.)

Tara Sky Woodward, Esq.
Womble Carlyle Sandridge & Rice LLP
10050 N. Wolfe Road, Suite 260
Cupertino, CA 95014
(Specially Appearing for S&D Coffee,
Inc.)

Jeannette K. Witten, Esq.
Elizabeth J. Stevens, Esq.
Parravano Witten PC
198 Bonifacio Place
Monterey, CA 93940
(Carmel Roasters, Inc.; Kean Coffee,
LLC; Monterey Coffee Company, Inc.;
Santa Barbara Coffee & Tea, Inc. dba
Santa Barbara Roasting Company; Santa
Cruz Coffee Roasting Company)
Settlement Pending

Charles F. Gorla, Esq.
Gorla, Weber & Jarvis
1011 Camino del Rio South, Suite 210
San Diego, CA 92108
(Café Calabria Coffee Roasting
Company)

Lawrence E. Skidmore, Esq.
Kathleen C. Lyon, Esq.
Erin J. Tognetti, Esq.
Aronowitz Skidmore Lyon
200 Auburn Folsom Road, Suite 305
Auburn, CA 95603

(L. Paul Phillips dba Safari Morning
Coffee)

Nathan C. Benjamin, Esq.
Courtney D. Leibrock, Esq.
Baskin & Grant, LLP
331 Soquel Avenue, Suite 100
Santa Cruz, CA 95062
(Verve Pacific Avenue Café, LLC)

(Updated 03/05/13 nsv)