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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO  
UNLIMITED JURISDICTION

CENTER FOR ENVIRONMENTAL HEALTH,	)	Case No. CGC-12-526396
	)	
Plaintiff,	)	<b>[PROPOSED] CONSENT JUDGMENT</b>
	)	<b>AS TO BUDERIM GINGER LIMITED</b>
v.	)	<b>AND COST PLUS, INC.</b>
	)	
FAYEON DISTRIBUTORS, INC., <i>et al.</i> ,	)	
	)	
	)	
Defendants.	)	
	)	
	)	
	)	
	)	

**1. INTRODUCTION**

1.1 The Parties to this Consent Judgment are the Center For Environmental Health, a California non-profit corporation (“CEH”), and Buderim Ginger Limited (“Settling Defendant”). CEH and Settling Defendant (the “Parties”) enter into this Consent Judgment to settle certain claims asserted by CEH against Settling Defendant as set forth in the operative complaint (“Complaint”) in the above-captioned matter. This Consent Judgment covers the lead content of

1 ginger chews, candied or crystallized ginger snack foods and wholesale of bulk candied or  
2 crystalized ginger (“Covered Products”) sold or offered for sale by Settling Defendant. This  
3 Consent Judgment and the term Covered Products do not cover or include baking ingredients,  
4 whether or not made with candied ginger, crystalized ginger or any other type of ginger.

5 1.2 On November 30, 2012, CEH served a 60-day Notices of Violation under  
6 Proposition 65, alleging that Settling Defendant violated Proposition 65 by exposing persons to  
7 lead and lead compounds (“Lead”) contained in ginger and fruit snack foods without first  
8 providing a clear and reasonable Proposition 65 warning.

9 1.3 Settling Defendant is a corporation that manufactures, distributes, sells or offers for  
10 sale Covered Products that are offered for sale in the State of California or has done so in the past.

11 1.4 On November 27, 2012, CEH filed the original Complaint in this matter. On  
12 December 20, 2012, CEH filed the operative First Amended Complaint in this matter. The First  
13 Amended Complaint was then amended on March 7, 2013 to add Settling Defendant as named  
14 party.

15 1.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
16 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction  
17 over Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the County  
18 of San Francisco, and that this Court has jurisdiction to enter this Consent Judgment as a full and  
19 final resolution of all claims which were or could have been raised in the Complaint based on the  
20 facts alleged therein with respect to Covered Products manufactured, distributed, and/or sold by  
21 Settling Defendant.

22 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the  
23 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with  
24 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
25 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
26 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any  
27 other pending or future legal proceedings. This Consent Judgment is the product of negotiation  
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1 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and  
2 resolving issues disputed in this action.

3 1.7 The Parties agree not to challenge this Court’s jurisdiction to enforce the terms of  
4 this Consent Judgment once it has been entered, and this Court maintains jurisdiction over this  
5 Judgment for that purpose.

6 **2. INJUNCTIVE RELIEF**

7 2.1 **Interim Warnings.** CEH and the California Attorney General are co-litigating  
8 Proposition 65 enforcement actions against a group of other defendants that sell crystalized and  
9 candied ginger that contains lead. The parties contemplate that future Consent Judgments entered  
10 with other defendants including farmers, processors and manufacturers may involve a higher  
11 Reformulation Level due to an allocation of Lead that is naturally occurring under 27 Cal. Code  
12 Regs. § 25501. This higher Reformulation Level may also include additional injunctive  
13 requirements that will ensure that the Lead in the Covered Products is not avoidable by good  
14 agricultural or good manufacturing practices and that the producer, manufacturer, distributor, or  
15 holder of the food is at all times utilizing quality control measures that reduce natural occurring  
16 Lead to the lowest level currently feasible, as such term is defined in 27 Cal. Code Regs. § 25501.  
17 Accordingly, until thirty days after the Court enters a Judgment or a Consent Judgment to which  
18 the Attorney General or CEH is a party that resolves Proposition 65 claims regarding failure to  
19 warn about Lead in Covered Products that: (i) sets forth a Reformulation Level containing an  
20 allocation of Lead that is naturally occurring under 27 Cal. Code Regs. §25501; or (ii) includes  
21 injunctive relief designed to ensure that the Lead in the Covered Products is not avoidable by good  
22 agricultural or good manufacturing practices and that the producer, manufacturer, distributor, or  
23 holder of the food is at all times utilizing quality control measures that reduce natural occurring  
24 Lead to the “lowest level currently feasible” as such term is defined in 27 Cal. Code Regs. §  
25 25501; or (iii) a combination of both, then Settling Defendant may not sell a Covered Product that  
26 will be sold or offered for sale in California that contains a concentration of lead that exceeds 17  
27 parts per billion, unless it provides warnings on the Covered Products in the following manner:

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1 The warning shall state:

2                   “**WARNING – THIS PRODUCT CONTAINS LEAD, A**  
3                   **CHEMICAL THAT IS KNOWN TO THE STATE OF**  
4                   **CALIFORNIA TO CAUSE BIRTH DEFECTS OR OTHER**  
5                   **REPRODUCTIVE HARM.**”

6                   2.1.1.1     The warning shall be displayed with such conspicuousness, as  
7 compared with other words, statements, designs, or devices, as to render it likely to be read and  
8 understood by an ordinary individual prior to purchase. The warning statement shall not be  
9 preceded, followed, or surrounded by words, symbols, or other matter that reduces its  
10 conspicuousness or that introduces, modifies, undermines, qualifies, obfuscates or explains the  
11 required text.

12                   2.1.1.2     If the Covered Product is sold in a package, the warning must appear  
13 in bold face 12 point type, that is clearly visible on the package. The parties agree that the sample  
14 label attached hereto as Exhibit A satisfies the requirements of this Section 2.1.

15                   2.1.1.3     If the Covered Product is sold in bulk at retail, the warning shall  
16 appear on a clearly visible sign, posted immediately adjacent to or on the bulk product container,  
17 in 36 point type.

18                   2.1.1.4     If the Covered Product is sold wholesale to a customer that  
19 repackages the Covered Product, the warning shall be accompanied by a letter in the form attached  
20 hereto as Exhibit B.

21                   2.1.1.5     For internet purchases, the warning message must be prominently  
22 displayed to the purchaser before the purchaser completes his or her purchase of the Covered  
23 Product. By way of example, a warning is not prominently displayed if the purchaser must: (i)  
24 click on a hyperlink to view the warning; (ii) search for the warning in the general content of the  
25 website; or (iii) take some other affirmative action to view the warning.

26                   2.1.1.6     **Final Reformulation Level.** Thirty days after the Court enters a  
27 Judgment or a Consent Judgment to which the Attorney General or CEH is a party that resolves

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1 Proposition 65 claims regarding failure to warn about Lead in Covered Products that: (i) sets forth  
2 a Reformulation Level containing an allocation of Lead that is naturally occurring under 27 Cal.  
3 Code Regs. § 25501; or (ii) includes injunctive relief designed to ensure that the Lead in the  
4 Covered Products is not avoidable by good agricultural or good manufacturing practices and that  
5 the producer, manufacturer, distributor, or holder of the food is at all times utilizing quality control  
6 measures that reduce natural occurring Lead to the “lowest level currently feasible” as such term is  
7 defined in 27 Cal. Code Regs. § 25501; or (iii) a combination of both, Settling Defendant shall not  
8 purchase, manufacture, ship, sell or offer for sale any Covered Product that will be offered for sale  
9 in California that does not comply with the reformulation requirements of the CEH or Attorney  
10 General Consent Judgment (the “Reformulation Level”).

11       2.2     **Meet and Confer.** If Settling Defendant contends that it cannot comply with the  
12 Reformulation Level, it shall send CEH a notice with supporting documentation indicating the  
13 reason that such Settling Defendant cannot comply with the Reformulation Level. The Parties  
14 shall meet and confer to try to reach agreement on this issue. If the Parties agree that Settling  
15 Defendant, despite using all reasonable efforts, cannot comply with the Reformulation Level for  
16 some or all of the Covered Products it sells, Settling Defendant shall be allowed to continue to  
17 provide warnings for such Covered Products pursuant to Section 2.1. In such case, the Settling  
18 Defendant shall make an additional payment to CEH in the amount of \$20,000. If the Parties do  
19 not agree, the Settling Defendant may seek Court intervention to modify this Consent Judgment. If  
20 Settling Defendant does not prevail with the Court, it shall pay CEH’s reasonable attorneys’ fees  
21 and costs related to such Court intervention.

### 22     **3.       ENFORCEMENT**

23       3.1     **Enforcement Procedures.** Prior to bringing any motion or order to show cause to  
24 enforce the terms of this Consent Judgment, a Party seeking to enforce shall provide the violating  
25 party thirty (30) days advanced written notice of the alleged violation. The Parties shall meet and  
26 confer during such thirty (30) day period, exchanging any relevant information, in an effort to try  
27 to reach agreement absent Court intervention. After such thirty (30) day period, the Party seeking  
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1 to enforce may, by new action, motion or order to show cause before the Superior Court of San  
2 Francisco, seek to enforce the terms and conditions contained in this Consent Judgment.

3 **4. PAYMENTS**

4 4.1 **Payments by Settling Defendant.** Within five (5) days of the entry of this  
5 Consent Judgment, Settling Defendant shall pay the sum set forth on Exhibit C as further set forth  
6 in this Section and on Exhibit C.

7 4.2 **Allocation of Payments.** The total settlement amount for Settling Defendant shall  
8 be paid in four separate checks in the amounts specified on Exhibit C and delivered as set forth  
9 below. Any failure by Settling Defendant to comply with the payment terms herein shall be  
10 subject to a stipulated late fee in the amount of \$100 for each day after the delivery date the  
11 payment is received. The late fees required under this Section shall be recoverable, together with  
12 reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 3 of this  
13 Consent Judgment. The funds paid by Settling Defendant shall be allocated as set forth on Exhibit  
14 C between the following categories and made payable as follows:

15 4.2.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil  
16 penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25%  
17 to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment  
18 ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment for the amount  
19 designated for each Settling Defendant on Exhibit C as "Civil Penalty OEHHA Portion" shall be  
20 made payable to OEHHA and associated with taxpayer identification number 68-0284486. This  
21 payment shall be delivered as follows:

22 For United States Postal Service Delivery:

23 Attn: Mike Gyurics  
24 Fiscal Operations Branch Chief  
25 Office of Environmental Health Hazard Assessment  
26 P.O. Box 4010, MS #19B  
27 Sacramento, CA 95812-4010

26 For Non-United States Postal Service Delivery:

27 Attn: Mike Gyurics  
28 Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment

1001 I Street, MS #19B  
Sacramento, CA 95814

1  
2 The CEH portion of the civil penalty payment for the amount designated for each Settling  
3 Defendant on Exhibit C as “Civil Penalty CEH Portion” shall be made payable to the Center For  
4 Environmental Health and associated with taxpayer identification number 94-3251981. This  
5 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA  
6 94117.

7  
8 4.2.2 A payment in lieu of civil penalty to CEH pursuant to Health & Safety  
9 Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH shall use such  
10 funds to continue its work educating and protecting people from exposures to toxic chemicals,  
11 including heavy metals. In addition, as part of its Community Environmental Action and Justice  
12 Fund, CEH will use four percent of such funds to award grants to grassroots environmental justice  
13 groups working to educate and protect people from exposures to toxic chemicals. The method of  
14 selection of such groups can be found at the CEH web site at [www.ceh.org/justicefund](http://www.ceh.org/justicefund). The  
15 payment pursuant to this Section shall be made payable to the Center For Environmental Health  
16 and associated with taxpayer identification number 94-3251981.

17 4.2.3 A reimbursement of a portion of CEH’s reasonable attorneys’ fees and  
18 costs. The attorneys’ fees and cost reimbursement check shall be made payable to the Lexington  
19 Law Group and associated with taxpayer identification number 94-3317175. This payment shall  
20 be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

## 21 **5. MODIFICATION AND DISPUTE RESOLUTION**

22 5.1 **Modification.** This Consent Judgment may be modified from time to time by  
23 express written agreement of the Parties, with the approval of the Court, or by an order of this  
24 Court upon motion and in accordance with law.

25 5.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
26 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
27 modify the Consent Judgment.

1     **6.     CLAIMS COVERED AND RELEASE**

2             6.1     This Consent Judgment is a full, final and binding resolution between CEH on  
3     behalf of itself and the public interest and Settling Defendant, and their parents, subsidiaries,  
4     affiliated entities that are under common ownership, directors, officers, employees, and attorneys  
5     (“Defendant Releasees”), and all entities, other than those listed on Exhibit D, to which Settling  
6     Defendant distributes or sells Covered Products, including but not limited to distributors,  
7     wholesalers, customers, retailers, franchisees, licensors and licensees (“Downstream Defendant  
8     Releasees”), of any violation of Proposition 65 based on failure to warn about alleged exposure to  
9     Lead contained in Covered Products that were sold by Settling Defendant prior to the Effective  
10    Date.

11            6.2     CEH, for itself releases, waives, and forever discharges any and all claims against  
12    Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees arising from any  
13    violation of Proposition 65 or any other statutory or common law claims that have been or could  
14    have been asserted in the public interest regarding the failure to warn about exposure to Lead  
15    arising in connection with Covered Products manufactured, distributed or sold by Settling  
16    Defendant prior to the Effective Date.

17            6.3     Compliance with the terms of this Consent Judgment by Settling Defendant and  
18    that Settling Defendant’s Defendant Releasees shall constitute compliance with Proposition 65 by  
19    such Settling Defendant, that Settling Defendant’s Defendant Releasees and that Settling  
20    Defendant’s Downstream Defendant Releasees with respect to any alleged failure to warn about  
21    Lead in Covered Products manufactured, distributed or sold by that Settling Defendant after the  
22    Effective Date, provided that: (i) Settling Defendant, Defendant Releasees and Downstream  
23    Defendant Releasees must provide any reasonably necessary cooperation in the implementation of  
24    this Judgment, and (ii) Downstream Defendant Releasees who offer the Product for sale to the  
25    public must provide any warnings required by Section 2.

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1     **7.     PROVISION OF NOTICE**

2             7.1     When CEH is entitled to receive any notice under this Consent Judgment, the  
3 notice shall be sent by first class and electronic mail to:

4                             Eric S. Somers  
5                             Lexington Law Group  
6                             503 Divisadero Street  
7                             San Francisco, CA 94117  
8                             esomers@lexlawgroup.com

9             7.2     When Settling Defendant is entitled to receive any notice under this Consent  
10 Judgment, the notice shall be sent by first class or electronic mail to the person(s) identified in  
11 Exhibit C for Settling Defendant.

12             7.3     Any Party may modify the person and address to whom the notice is to be sent by  
13 sending the other Party notice by first class and electronic mail.

14     **8.     COURT APPROVAL**

15             8.1     This Consent Judgment shall become effective on the Effective Date, provided  
16 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and  
17 Settling Defendant shall support approval of such Motion.

18             8.2     If this Consent Judgment is not entered by the Court, it shall be of no force or effect  
19 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

20     **9.     GOVERNING LAW AND CONSTRUCTION**

21             9.1     The terms of this Consent Judgment shall be governed by the laws of the State of  
22 California.

23     **10.    ATTORNEYS' FEES**

24             10.1    A Party who unsuccessfully brings or contests an action arising out of this Consent  
25 Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs  
26 unless the unsuccessful Party has acted with substantial justification. For purposes of this Consent  
27 Judgment, the term substantial justification shall carry the same meaning as used in the Civil  
28 Discovery Act of 1986, Code of Civil Procedure §§ 2016.010, *et seq.*

              10.2    Notwithstanding Section 11.1, a Party who prevails in a contested enforcement

1 action brought pursuant to Section 3 may seek an award of attorneys' fees pursuant to Code of  
2 Civil Procedure § 1021.5 against a Party that acted with substantial justification. The Party  
3 seeking such an award shall bear the burden of meeting all of the elements of § 1021.5, and this  
4 provision shall not be construed as altering any procedural or substantive requirements for  
5 obtaining such an award.

6 10.3 Nothing in this Section 10 shall preclude a party from seeking an award of  
7 sanctions pursuant to law.

8 **11. ENTIRE AGREEMENT**

9 11.1 This Consent Judgment contains the sole and entire agreement and understanding  
10 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
11 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
12 and therein. There are no warranties, representations, or other agreements between the Parties  
13 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
14 other than those specifically referred to in this Consent Judgment have been made by any Party  
15 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,  
16 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically  
17 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the  
18 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,  
19 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
20 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
21 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
22 whether or not similar, nor shall such waiver constitute a continuing waiver.

23 **12. RETENTION OF JURISDICTION**

24 12.1 This Court shall retain jurisdiction of this matter to implement or modify the  
25 Consent Judgment.

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1 **13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

2 13.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
3 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
4 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

5 **14. NO EFFECT ON OTHER SETTLEMENTS**

6 14.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
7 against any entity other than Settling Defendant on terms that are different than those contained in  
8 this Consent Judgment.

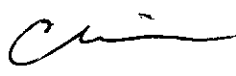
9 **15. EXECUTION IN COUNTERPARTS**

10 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
11 means of facsimile or portable document format (pdf), which taken together shall be deemed to  
12 constitute one document.

13 **IT IS SO ORDERED, ADJUDGED,  
14 AND DECREED**

15 Dated: \_\_\_\_\_  
16 Judge of the Superior Court of the State of California

17 **IT IS SO STIPULATED:**

<p>18 Dated: <u>APRIL 17</u>, 2015</p>	<p>19 <b>CENTER FOR ENVIRONMENTAL HEALTH</b></p> <p>20 </p> <hr/> <p>21 <u>Carrie Pizzano</u></p> <p>22 Printed Name</p> <hr/> <p>23 <u>ASSOCIATE DIRECTOR</u></p> <p>24 Title</p>
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Dated: <u>12 MARCH</u> , 2015	BUDERIM GINGER LIMITED <u>Shane Templeton Andrew Bond</u>
	By _____
	<u>SHANE TEMPLETON ANDREW BOND</u> Printed Name
	<u>DIRECTOR</u> <u>COMPANY</u> Title <u>SECRETARY</u>

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**EXHIBIT A**  
**Sample Warning**  
**(to be provided by Buderim and approved by CEH)**

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**EXHIBIT B**

**Letter to Wholesale/Repackage Customers**  
[Buderim Letterhead]

IMPORTANT LEGAL NOTICE

Date:

Attention: Purchasers of Buderim Ginger Products

Subject: California Proposition 65 Warnings

\*\*\*\*\*

This letter is to advise you that the Buderim candied or crystalized ginger products in this order contain lead, a chemical known to cause birth defects or other reproductive harm. Accordingly, these products may only be sold or offered for sale in California with warnings required by the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65").

The ginger products that you purchased from Buderim have a compliant Proposition 65 Warning affixed to the packaging. You are required to pass this warning on with any product that will be offered for sale in California. That means that if you repackage the products, you will have to put a warning on the new packaging. The warning reads as follows:

**“WARNING – THIS PRODUCT CONTAINS LEAD, A  
CHEMICAL THAT IS KNOWN TO THE STATE OF  
CALIFORNIA TO CAUSE BIRTH DEFECTS OR OTHER  
REPRODUCTIVE HARM.”**

The warning shall be displayed with such conspicuousness, as compared with other words, statements, designs, or devices, as to render it likely to be read and understood by an ordinary individual prior to purchase. The warning statement shall not be preceded, followed, or surrounded by words, symbols, or other matter that reduces its conspicuousness or that introduces, modifies, undermines, qualifies, obfuscates or explains the required text.

Failure to provide a Proposition 65 warning for these products may subject you to legal action by the California Attorney General, County District Attorneys or various citizen groups, wherein monetary penalties of up to \$2,500 per violation could be sought.

Should you have any questions or concerns about this matter, please do not hesitate to contact \_\_\_\_\_ at 1-800-XXX-XXXX by phone, or by mail at the above address.

Sincerely,

\_\_\_\_\_  
Title

**EXHIBIT C**  
**Settling Defendants**

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**Settling Defendant:** Buderim Ginger Limited

**1. Defendant's Settlement Payment and Allocation:**

Total Settlement Payment	\$90,000
Total Civil Penalty	\$11,900
Civil Penalty OEHHA Portion	\$ 8,925
Civil Penalty CEH Portion	\$ 2,975
Payment in Lieu of Civil Penalty	\$17,900
Attorneys' Fees and Costs	\$60,200

**2. Person(s) to Receive Notices Pursuant to Section 8:**

Mark E. Elliott  
Pillsbury Winthrop Shaw Pittman LLP  
725 South Figueroa Street, Suite 2800  
Los Angeles, CA 90017-5406  
[mark.elliott@pillsburylaw.com](mailto:mark.elliott@pillsburylaw.com)

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**EXHIBIT D**

**(LIST OF ENTITIES NOT SUBJECT  
TO DOWNSTREAM DEFENDANT RELEASE)**

List of non-settling defendants that have received  
60-Day Notices re lead in ginger products from CEH

- ACH Food Companies, Inc.
- Amazon.com, Inc.
- American Roland Food Corporation
- B & V Enterprises, Inc.
- Blue Marble Brands, LLC
- Brinkhoff & Monoson, Inc.
- Dakota Brothers, Inc.
- Euromarket Designs, Inc.
- Frieda's, Inc.
- Food Market Management, Inc.
- Foodnet Supermarkets, Inc.
- Fresh & Easy Neighborhood Market Inc.
- Garden Grove Superstore Inc.
- Gelson's Markets
- Goldstar Supermarket
- Island Pacific Supermarkets, Inc.
- JFC International, Inc.
- Kam Lee Yuen Trading Co., Inc.
- Longchamp Corporation dba Lion Supermarket
- Marra Bros. Dist., Inc.
- McCormick & Company, Incorporated
- Mrs. Gooch's Natural Food Markets, Inc.



1 Nature's World LLC  
2 PANOS Brands, LLC  
3 Reed's, Inc.  
4 Roxy Trading Inc.  
5 Safeway Inc.  
6 San Pablo Supermarket, Inc.  
7 Save Mart Supermarkets  
8 Seawind International, LLC  
9 Shun Fat Supermarket, Inc.  
10 Sincerely Nuts, Inc.  
11 Sunflower Farmers Markets, LLC  
12 Target Corporation  
13 Tawa Supermarket, Inc.  
14 The C.F. Sauer Company  
15 The Spice Hunter, Inc.  
16 The Vons Companies, Inc.  
17 Torn & Glasser, Inc.  
18 Trader Joe's Company  
19 Unbeatable Sale. Com Inc.  
20 United Natural Foods, Inc.  
21 United Natural Trading, LLC  
22 Wal-Mart Stores, Inc.  
23 Walmart.com USA LLC  
24 Whole Foods Market California, Inc.  
25 Y-Opco, LLC  
26 Zion Market Irvine, Inc.