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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,)	[PROPOSED] CONSENT JUDGMENT
)	AS TO KOREAN FARM, INC., OTO'S
v.)	JAPAN FOOD, INC., RHEE BROS.,
)	INC. AND FALCON TRADING
FAYEON DISTRIBUTORS, INC., <i>et al.</i> ,)	COMPANY
)	
)	
Defendants.)	
)	
)	
)	

1. INTRODUCTION

1.1 The Parties to this Consent Judgment are the Center For Environmental Health, a California non-profit corporation (“CEH”), and the companies listed on Exhibit A (collectively, the “Settling Defendants”). The Parties enter into this Consent Judgment to settle certain claims asserted by CEH against Settling Defendants as set forth in the operative complaint (“Complaint”) in the above-captioned matter. This Consent Judgment covers the lead content of ginger snack

1 foods (“Covered Products”) sold or offered for sale by Settling Defendants.

2 1.2 Beginning on September 14, 2012, CEH served multiple 60-day Notices of
3 Violation under Proposition 65, alleging that Settling Defendants violated Proposition 65 by
4 exposing persons to lead and lead compounds (“Lead”) contained in Covered Products without
5 first providing a clear and reasonable Proposition 65 warning.

6 1.3 Each Settling Defendant is a corporation that manufactures, distributes, sells or
7 offers for sale Covered Products that are offered for sale in the State of California or has done so
8 in the past.

9 1.4 On November 27, 2012, CEH filed the original Complaint in this matter. On
10 December 20, 2012, CEH filed the operative First Amended Complaint in this matter. The First
11 Amended Complaint has since been amended to add additional named defendants.

12 1.5 For purposes of this Consent Judgment only, CEH and Settling Defendants (the
13 “Parties”) stipulate that this Court has jurisdiction over the allegations of violations contained in
14 the Complaint and personal jurisdiction over Settling Defendants as to the acts alleged in the
15 Complaint, that venue is proper in the County of San Francisco, and that this Court has
16 jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were
17 or could have been raised in the Complaint based on the facts alleged therein with respect to
18 Covered Products manufactured, distributed, and/or sold by Settling Defendants.

19 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
20 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with
21 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
22 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
23 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
24 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
25 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and
26 resolving issues disputed in this Action.

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1 **2. INJUNCTIVE RELIEF**

2 **2.1 Specification Compliance Date.** To the extent it has not already done so, no more
3 than fifteen days after the date of entry of this Consent Judgment (“Effective Date”), each Settling
4 Defendant that has sold Covered Products that were offered for sale in California in the past and
5 that purchases Covered Products from a third party shall provide the reformulation specification
6 set forth in Section 2.2 to each of such Covered Products suppliers and shall instruct each such
7 Covered Products supplier to provide it with Covered Products that comply with the reformulation
8 specification set forth in Section 2.2. If in the future such a Settling Defendant purchases Covered
9 Products from a new third party that it has not previously provided with instructions regarding the
10 reformulation specification set forth in Section 2.2, the Settling Defendant shall provide the
11 reformulation specification set forth in Section 2.2 prior to placing an initial order for Covered
12 Products and instruct the new Covered Products supplier to provide it with Covered Products that
13 comply with the reformulation specification set in Section 2.2. Each Settling Defendant shall
14 retain records of communications sent to and received from suppliers that are related to the
15 requirement of this Section 2.1 for a period of five years from the Effective Date.

16 **2.2 Reformulation of Covered Products.** After the Effective Date, Settling
17 Defendants shall not purchase, manufacture, ship, sell or offer for sale any Covered Product that
18 will be offered for sale in California that that contains a concentration of more than seventeen (17)
19 parts per billion (“ppb”) Lead by weight, such concentration to be determined by use of a test
20 performed by an accredited laboratory using inductively coupled plasma mass spectrometry (ICP-
21 MS) equipment with a level of detection of at least ten (10) ppb that meets standard laboratory
22 QA/QC requirements (the “Reformulation Level”). Subject to Section 7 below, no allocation is
23 made for naturally occurring Lead in food pursuant to 27 Cal. Code of Regs. § 25501.

24 **2.3 Market Withdrawal of Covered Products.** On or before the Effective Date and
25 only to the extent not already done, each Settling Defendant shall: (i) cease shipping the specific
26 Covered Products identified on the part of Exhibit A that relates to that Settling Defendant (the
27 “Noticed Covered Products”) to stores and/or customers in California; (ii) withdraw the Noticed
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1 Covered Products from the market in California; and (iii) send instructions to any of their stores
2 and/or customers that continue to offer the Noticed Covered Products for sale in California to
3 cease offering such Noticed Covered Products for sale and to either return all Noticed Covered
4 Products to Settling Defendants for destruction, or to directly destroy the Noticed Covered
5 Products. Any destruction of the Noticed Covered Products shall be in compliance with all
6 applicable laws. Settling Defendants shall keep and make available to CEH for inspection and
7 copying records and correspondence regarding the market withdrawal and destruction of the
8 Noticed Covered Products. If there is a dispute over the corrective action, the Parties shall meet
9 and confer before seeking any remedy in court.

10 2.4 **Supplier and Product Information.** Upon execution of this Consent Judgment
11 and only to the extent not already done, each Settling Defendant shall provide full and complete
12 information and supporting documentation as to each Covered Product as further specified on
13 Exhibit B. Such information shall be provided and attested to under oath by an authorized officer
14 of each such Settling Defendant. Each Settling Defendant shall cooperate and work in good faith
15 to promptly answer any follow-up questions or requests for supporting documentation from CEH
16 about the information and documents to be provided pursuant to this section.

17 **3. ENFORCEMENT**

18 3.1 **Enforcement Procedures.** Prior to bringing any motion or order to show cause to
19 enforce the terms of this Consent Judgment, a Party seeking to enforce shall provide the violating
20 party thirty (30) days advanced written notice of the alleged violation. The Parties shall meet and
21 confer during such thirty (30) day period in an effort to try to reach agreement on an appropriate
22 cure for the alleged violation absent Court intervention. After such thirty (30) day period, the
23 Party seeking to enforce may, by new action, motion or order to show cause before the Superior
24 Court of San Francisco, seek to enforce the terms and conditions contained in this Consent
25 Judgment.

26 **4. PAYMENTS**

27 4.1 **Payments by Settling Defendants.** Within five (5) days of the entry of this
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1 Consent Judgment, each Settling Defendant shall pay the sum set forth for that Settling Defendant
2 on Exhibit A as further set forth in this Section and on Exhibit A.

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

12 4.2.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil
13 penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25%
14 to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment
15 ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment for the amount
16 designated for each Settling Defendant on Exhibit A as "Civil Penalty OEHHA Portion" shall be
17 made payable to OEHHA and associated with taxpayer identification number 68-0284486. This
18 payment shall be delivered as follows:

19 For United States Postal Service Delivery:
20 Attn: Mike Gyurics
21 Fiscal Operations Branch Chief
22 Office of Environmental Health Hazard Assessment
23 P.O. Box 4010, MS #19B
24 Sacramento, CA 95812-4010

25 For Non-United States Postal Service Delivery:
26 Attn: Mike Gyurics
27 Fiscal Operations Branch Chief
28 Office of Environmental Health Hazard Assessment
 1001 I Street, MS #19B
 Sacramento, CA 95814

 The CEH portion of the civil penalty payment for the amount designated for each Settling

1 Defendant on Exhibit A as “Civil Penalty CEH Portion” shall be made payable to the Center For
2 Environmental Health and associated with taxpayer identification number 94-3251981. This
3 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
4 94117.

5 4.2.2 A payment in lieu of civil penalty to CEH pursuant to Health & Safety
6 Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH shall use such
7 funds to continue its work educating and protecting people from exposures to toxic chemicals,
8 including heavy metals. In addition, as part of its Community Environmental Action and Justice
9 Fund, CEH will use four percent of such funds to award grants to grassroots environmental justice
10 groups working to educate and protect people from exposures to toxic chemicals. The method of
11 selection of such groups can be found at the CEH web site at www.ceh.org/justicefund. The
12 payment pursuant to this Section shall be made payable to the Center For Environmental Health
13 and associated with taxpayer identification number 94-3251981.

14 4.2.3 A reimbursement of a portion of CEH’s reasonable attorneys’ fees and
15 costs. The attorneys’ fees and cost reimbursement check shall be made payable to the Lexington
16 Law Group and associated with taxpayer identification number 94-3317175. This payment shall
17 be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

18 **5. MODIFICATION AND DISPUTE RESOLUTION**

19 5.1 **Modification.** This Consent Judgment may be modified from time to time by
20 express written agreement of the Parties, with the approval of the Court, or by an order of this
21 Court upon motion and in accordance with law.

22 5.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
23 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
24 modify the Consent Judgment.

25 **6. CLAIMS COVERED AND RELEASE**

26 6.1 This Consent Judgment is a full, final and binding resolution between CEH on
27 behalf of itself and the public interest and each Settling Defendant, and their parents, subsidiaries,

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1 affiliated entities that are under common ownership, directors, officers, employees, and attorneys
2 (“Defendant Releasees”), and all entities, other than those listed on Exhibit C, to which a Settling
3 Defendant distributes or sells Covered Products, including but not limited to distributors,
4 wholesalers, customers, retailers, franchisees, licensors and licensees (“Downstream Defendant
5 Releasees”), of any violation of Proposition 65 based on failure to warn about alleged exposure to
6 Lead contained in Covered Products that were sold by a Settling Defendant prior to the Effective
7 Date.

8 6.2 CEH, for itself releases, waives, and forever discharges any and all claims against
9 each Settling Defendant, Defendant Releasees, and Downstream Defendant Releasees arising from
10 any violation of Proposition 65 or any other statutory or common law claims that have been or
11 could have been asserted in the public interest regarding the failure to warn about exposure to
12 Lead arising in connection with Covered Products manufactured, distributed or sold by a Settling
13 Defendant prior to the Effective Date.

14 6.3 Compliance with the terms of this Consent Judgment by a Settling Defendant and
15 that Settling Defendant’s Defendant Releasees shall constitute compliance with Proposition 65 by
16 such Settling Defendant, that Settling Defendant’s Defendant Releasees and that Settling
17 Defendant’s Downstream Defendant Releasees with respect to any alleged failure to warn about
18 Lead in Covered Products manufactured, distributed or sold by that Settling Defendant after the
19 Effective Date.

20 **7. EFFECT OF SUBSEQUENT SETTLEMENTS**

21 7.1 The parties contemplate that future Consent Judgments entered with other
22 defendants including farmers, processors and manufacturers may involve a higher Reformulation
23 Level due to an allocation of Lead that is naturally occurring under 27 Cal. Code Regs. § 22501.
24 This higher Reformulation Level may also include additional injunctive requirements that will
25 ensure that the Lead in the Covered Products is not avoidable by good agricultural or good
26 manufacturing practices and that the producer, manufacturer, distributor, or holder of the food is at
27 all times utilizing quality control measures that reduce natural occurring Lead to the lowest level

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1 Judgment, the notice shall be sent by first class and electronic mail to the person(s) identified in
2 Exhibit A for each such Settling Defendant.

3 8.3 Any Party may modify the person and address to whom the notice is to be sent by
4 sending the other Party notice by first class and electronic mail.

5 **9. COURT APPROVAL**

6 9.1 This Consent Judgment shall become effective on the Effective Date, provided
7 however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and
8 Settling Defendants shall support approval of such Motion.

9 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
10 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

11 **10. GOVERNING LAW AND CONSTRUCTION**

12 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
13 California.

14 **11. ATTORNEYS' FEES**

15 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
16 Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs
17 unless the unsuccessful Party has acted with substantial justification. For purposes of this Consent
18 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
19 Discovery Act of 1986, Code of Civil Procedure §§ 2016.010, *et seq.*

20 11.2 Notwithstanding Section 11.1, a Party who prevails in a contested enforcement
21 action brought pursuant to Section 3 may seek an award of attorneys' fees pursuant to Code of
22 Civil Procedure §1021.5 against a Party that acted with substantial justification. The Party
23 seeking such an award shall bear the burden of meeting all of the elements of §1021.5, and this
24 provision shall not be construed as altering any procedural or substantive requirements for
25 obtaining such an award.

26 11.3 Nothing in this Section 11 shall preclude a party from seeking an award of
27 sanctions pursuant to law.

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1 **12. ENTIRE AGREEMENT**

2 12.1 This Consent Judgment contains the sole and entire agreement and understanding
3 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
4 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
5 and therein. There are no warranties, representations, or other agreements between the Parties
6 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
7 other than those specifically referred to in this Consent Judgment have been made by any Party
8 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
9 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
10 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
11 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
12 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
13 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
14 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
15 whether or not similar, nor shall such waiver constitute a continuing waiver.

16 **13. RETENTION OF JURISDICTION**

17 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
18 Consent Judgment.

19 **14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

20 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
21 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
22 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

23 **15. NO EFFECT ON OTHER SETTLEMENTS**

24 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
25 against an entity that is not a Settling Defendant on terms that are different than those contained in
26 this Consent Judgment.

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1 **16. EXECUTION IN COUNTERPARTS**

2 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile or portable document format (pdf), which taken together shall be deemed to
4 constitute one document.

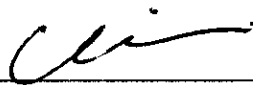
5 **IT IS SO ORDERED, ADJUDGED,**
6 **AND DECREED**

7 Dated: _____
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9 Judge of the Superior Court of the State of California

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IT IS SO STIPULATED:

Dated: <u>19 September</u> , 2014	CENTER FOR ENVIRONMENTAL HEALTH  _____ CHARLIE PIZANO _____ Printed Name ASSOCIATE DIRECTOR _____ Title
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Dated: _____, 2014	SETTLING DEFENDANT _____ By _____ _____ Printed Name _____ Title
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IT IS SO STIPULATED:

Dated: _____, 2014	CENTER FOR ENVIRONMENTAL HEALTH

	Printed Name

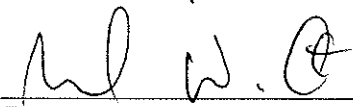
	Title

Dated: _____, 2014	SETTLING DEFENDANT
	<u>Korean Farm Inc.</u>
	<u>Stu Rhee</u>
	By
	<u>Steven Rhee</u>
	Printed Name
	<u>President</u>
	Title

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IT IS SO STIPULATED:

Dated: _____, 2014	CENTER FOR ENVIRONMENTAL HEALTH _____ Printed Name _____ Title
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Dated: <u>9/15</u> , 2014	SETTLING DEFENDANT <u>Oto's Japan Food, Inc.</u> <u></u> By <u>MICHAEL W. Oto</u> Printed Name <u>MANAGER/OWNER</u> Title
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IT IS SO STIPULATED:

Dated: _____, 2014	CENTER FOR ENVIRONMENTAL HEALTH

	Printed Name

	Title

Dated: <u>9/22</u> , 2014	SETTLING DEFENDANT
	<u>RHEE BROS, INC.</u>
	 By _____
	<u>ROBIN RHEE</u>
	Printed Name
	<u>PRINCIPAL</u>
	Title

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IT IS SO STIPULATED:

Dated: _____, 2014	CENTER FOR ENVIRONMENTAL HEALTH _____ _____ Printed Name _____ Title
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Dated: <u>9/24</u> , 2014	SETTLING DEFENDANT <u>Falcon Trading Co., Inc</u> <u></u> By <u>MORTY COHEN</u> Printed Name <u>CEO</u> Title
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EXHIBIT A
Settling Defendants

Settling Defendant: Oto's Japan Food, Inc.

1. Covered Product(s) To Be Withdrawn From Market ("Noticed Covered Products"):

Sugar Candy (Shoga Kokuto) SKU No. 4-530171-001170

A Taste Of Maui Crystalized Ginger SKU No. 0-08124-10255-6

2. Defendant's Settlement Payment and Allocation:

Total Settlement Payment	\$ 30,000
Civil Penalty OEHHA Portion	\$ 2,850
Civil Penalty CEH Portion	\$ 950
Payment in Lieu of Civil Penalty	\$ 5,700
Attorneys' Fees and Costs	\$ 19,500
Sanctions Payment ¹	\$ 1,000

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

Victor Otten
Otten Law, PC
3620 Pacific Coast Highway #100
Torrance, CA 90505
Email: vic@ottenlawpc.com

¹ CEH and Oto's agree that the \$1,000 sanction payment is in full satisfaction of the sanction set forth in the Court's July 14, 2014 Order Granting CEH's Motion to Compel. This sanctions check shall be made payable to Lexington Law Group and shall be due within five days of execution of this Consent Judgment.

EXHIBIT A
Settling Defendants

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Settling Defendant: Korean Farm, Inc. and Rhee Bros., Inc., jointly and severally.

4. Covered Product(s) To Be Withdrawn From Market (“Noticed Covered Products”):
Crystallized Ginger, SKU No. 0-81652-09421-0

5. Defendant’s Settlement Payment and Allocation:

Total Settlement Payment	\$ 30,000
Civil Penalty OEHHA Portion	\$ 2,925
Civil Penalty CEH Portion	\$ 975
Payment in Lieu of Civil Penalty	\$ 5,900
Attorneys’ Fees and Costs	\$ 20,200

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

David Bolstad
Safarian Choi Bolstad LLP
555 South Flower Street, Suite 650
Los Angeles, CA 90017
Email: dbolstad@safarianchoi.com

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EXHIBIT A
Settling Defendants

Settling Defendant: Falcon Trading Company

1. Covered Product(s) To Be Withdrawn From Market (“Noticed Covered Products”):

SunRidge Farms Bulk Crystalized Ginger
Ginger Chunks Crystallized
Ginger Diced Crystallized
Ginger Chunks Crystallized, Cane Sweet, Organic
SunRidge Tubs-Ginger, Crystallized
SunRidge Fruit-Ginger, Crystallized
SunRidge Fruit-Ginger, Crystallized, Organic

1. Defendant’s Settlement Payment and Allocation:

Total Settlement Payment	\$ 45,000
Civil Penalty OEHHA Portion	\$ 4,425
Civil Penalty CEH Portion	\$ 1,475
Payment in Lieu of Civil Penalty	\$ 8,850
Attorneys’ Fees and Costs	\$ 30,250

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

Corrie L. Plant
Pillsbury Winthrop Shaw Pittman LLP
725 South Figueroa Street, Suite 2800
Los Angeles, CA 90017-5406
corrie.plant@pillsburylaw.com

Ronald Giannini
Falcon Trading Company, Inc.
423 Salinas Road
Royal Oaks, CA 95076
rgiannini@sunridgefarms.com

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EXHIBIT B

Product and Supplier Information

For each Covered Product sold by your company in the two years prior to the Effective Date, please provide the following information and documents:

1. Covered Product name.
2. Covered Product Description.
3. SKU or UPC number.
4. Name, address, contact person, phone, e-mail and web site of the company from which each Covered Product was purchased.
5. Name, address, contact person, phone, e-mail and web site of importer or distributor.
6. Name, address, contact person, phone, e-mail and web site of product manufacturer.
7. Name, address, contact person, phone, e-mail and web site of any other know entity in the upstream chain of distribution.
8. Date and number of units ordered for each order of a Covered Product purchased from the date two years prior to the Effective Date to the Effective Date. Please attach copies of each Purchase Order or other documentation from each sale.
9. Units of each Covered Product sold from the date two years prior to the Effective Date to the Effective Date.
10. Indicate if any Proposition 65 warnings were provided with each of the Covered Products and if so, provide a copy of such warning.
11. Identify the country of origin of each Covered Product.
12. Identify and attach any test results in your possession for any of the Covered Products.

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

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

- ACH Food Companies, Inc.
- Amazon.com, Inc.
- American Roland Food Corporation
- B & V Enterprises, Inc.
- Buderim Ginger Limited
- Cost Plus, Inc.
- Dakota Brothers, Inc.
- Euromarket Designs, Inc.
- Frieda's, Inc.
- Foodnet Supermarkets, Inc.
- Fresh & Easy Neighborhood Market Inc.
- Garden Grove Superstore Inc.
- Goldstar Supermarket
- Island Pacific Supermarkets, Inc.
- Kam Lee Yuen Trading Co., Inc.
- Longchamp Corporation dba Lion Supermarket
- Marra Bros. Dist., Inc.
- Mrs. Gooch's Natural Food Markets, Inc.
- Nature's World LLC
- PANOS Brands, LLC
- Reed's, Inc.
- Roxy Trading Inc.
- Safeway Inc.

- 1 San Pablo Supermarket, Inc.
- 2 San Young Market, Inc.
- 3 Seawind International, LLC
- 4 Shun Fat Supermarket, Inc.
- 5 Sincerely Nuts, Inc.
- 6 Sunflower Farmers Markets, LLC
- 7 Tawa Supermarket, Inc.
- 8 Torn & Glasser, Inc.
- 9 Trader Joe's Company
- 10 Wal-Mart Stores, Inc.
- 11 Whole Foods Market California, Inc.
- 12 Y-Opco, LLC

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