

1 Josh Voorhees, State Bar No. 241436  
Troy C. Bailey, State Bar No. 277424  
2 Warren M. Klein, State Bar No. 303958  
THE CHANLER GROUP  
3 2560 Ninth Street  
Parker Plaza, Suite 214  
4 Berkeley, CA 94710-2565  
Telephone: (510) 848-8880  
5 Facsimile: (510) 848-8118

6 Attorneys for Plaintiff  
ANTHONY E. HELD, PH.D., P.E.  
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF ALAMEDA  
10 UNLIMITED CIVIL JURISDICTION  
11

12 ANTHONY E. HELD, PH.D., P.E., )

Case No. RG15756506

13 Plaintiff, )

**[PROPOSED] CONSENT JUDGMENT**

14 v. )

15 CTC FOOD INTERNATIONAL INC.; *et al.*, )

Action Filed: January 29, 2015

16 Defendants. )  
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1 notice stating that CTC was in violation of California Health & Safety Code § 25249.6 for failing to  
2 warn consumers that its dried seaweed exposed users in California to arsenic.

3 **1.7 Complaint**

4 On January 29, 2015, Held filed a complaint in the Superior Court in and for the County of  
5 Alameda against CTC and Does 1 through 150, *Held v. CTC Food International Inc., et al.*, Case  
6 No. RG15756506 (the “Action”), alleging violations of California Health & Safety Code § 25249.6,  
7 based on the alleged exposures to arsenic contained in certain dried seaweed sold by Defendant in  
8 the State of California.

9 **1.8 No Admission**

10 Defendant denies the material, factual and legal allegations contained in Held’s Notice and  
11 Complaint and maintains that all products that it has sold, manufactured, imported and/or  
12 distributed in California, including the Products, have been and are in compliance with all laws.  
13 Nothing in this Consent Judgment shall be construed as an admission by Defendant of any fact,  
14 finding, issue of law or violation of law, nor shall compliance with this Consent Judgment constitute  
15 or be construed as an admission by Defendant of any fact, finding, conclusion, issue of law or  
16 violation of law. However, this section shall not diminish or otherwise affect Defendant’s  
17 obligations, responsibilities and duties under this Consent Judgment.

18 **1.9 Consent to Jurisdiction**

19 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
20 jurisdiction over Defendant as to the allegations contained in the Complaint, that venue is proper in  
21 the County of Alameda and that this Court has jurisdiction to enter and enforce the provisions of  
22 this Consent Judgment.

23 **1.10 Effective Date**

24 For purposes of this Consent Judgment, the term “Effective Date” shall mean September 22,  
25 2015.

1       **2.     INJUNCTIVE RELIEF**

2               **2.1     Product Sales**

3               As a result of Held's Notice and subsequent Action, CTC represents that it has withdrawn  
4       the Products from inventory and discontinued all sales. CTC has committed that it has no intention  
5       of continuing the sale of Products, in the state of California in the future, however in the unlikely  
6       event that CTC does decide to sell the Products after the Effective Date, all Products manufactured,  
7       imported, distributed, sold and/or offered for sale in the State of California by, or on behalf of, CTC  
8       shall be Products that qualify as Reformulated Products as defined in Section 2.2.

9               **2.2     Reformulation Standard**

10              Reformulated Products are defined as Products containing arsenic in concentrations less than  
11       5 parts per billion ("ppb") when analyzed pursuant to U.S. Environmental Protection Agency  
12       ("EPA") testing methodology 3050B, 6010B, 6020 inductively coupled plasma-mass spectrometry,  
13       or any other methodology utilized by federal or state agencies for the purpose of determining the  
14       arsenic content in a solid substance.

15       **3.     MONETARY PAYMENTS**

16              **3.1     Civil Penalty Payments**

17              In settlement of all the claims referred to in this Consent Judgment, Defendant shall pay a  
18       total of \$2,000 in civil penalties in accordance with this Section. Each penalty payment will be  
19       allocated in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of  
20       the funds remitted to the California Office of Environmental Health Hazard Assessment  
21       ("OEHHA") and the remaining 25% of the penalty remitted to Held. Each penalty payment shall be  
22       made within two business days of the date it is due and be delivered to the addresses listed in  
23       Section 3.3 below. CTC shall be liable for payment of interest, at a rate of 10% simple interest, for  
24       all amounts due and owing under this Section that are not received within two business days of the  
25       due date.

26              Within five days of the mutual execution of this Consent Judgment, CTC shall issue a check  
27       for its initial civil penalty payment in the amount of \$2,000 to "McPhee & MCPhee". MCPhee &  
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1 McPhee shall provide The Chanler Group with written confirmation within five days of receipt that  
2 the funds have been deposited in a trust account. Within five days of the date that this Consent  
3 Judgment is approved by the Court, McPhee & McPhee shall issue a check for the initial civil  
4 penalty payment to: "Dr. Anthony E. Held, Client Trust Account" in the amount of \$2,000.

5 **3.2 Reimbursement of Fees and Costs**

6 The parties reached an accord on the compensation due to Held and his counsel under  
7 general contract principles and the private attorney general doctrine codified at California Code of  
8 Civil Procedure § 1021.5, for all work performed in the matter. The Parties then attempted to (and  
9 did) reach an accord on the compensation due to Held and his counsel under general contract  
10 principles and the private attorney general doctrine codified at California Code of Civil Procedure §  
11 1021.5, for all work performed through the mutual execution of this agreement. CTC shall, within  
12 five days of the mutual execution of this Consent Judgment by the Parties, issue a check payable to  
13 "McPhee & McPhee" in the amount of \$18,000 to be held in trust by McPhee & McPhee for The  
14 Chanler Group. McPhee & McPhee shall provide The Chanler Group with written confirmation  
15 within five days of receipt that the funds have been deposited in a trust account. Within five  
16 business days of the date this Consent Judgment is approved by the Court, McPhee & McPhee shall  
17 issue a check payable to "The Chanler Group" to the address found in 3.3.1(a) below.

18 **3.3 Payment Procedures**

19 **3.3.1. Issuance of Payments.** Payments shall be delivered as follows:

20 All payments owed to Held and his counsel, pursuant to Sections 3.1  
21 through 3.2, shall be delivered to the following payment address:

22 The Chanler Group  
23 Attn: Proposition 65 Controller  
24 2560 Ninth Street  
25 Parker Plaza, Suite 214  
26 Berkeley, CA 94710  
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1 Any party, from time to time, may specify in writing to the other party a change of address  
2 to which all notices and other communications shall be sent.

3 **9. COUNTERPARTS; FACSIMILE AND PDF SIGNATURES**

4 This Consent Judgment may be executed in counterparts and by facsimile or pdf signature,  
5 each of which shall be deemed an original, and all of which, when taken together, shall constitute  
6 one and the same document. A facsimile or pdf signature shall be as valid as the original.

7 **10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

8 Held and his attorneys agree to comply with the reporting form requirements referenced in  
9 California Health & Safety Code § 25249.7(f).

10 **11. ADDITIONAL POST EXECUTION ACTIVITIES**

11 The Parties agree to mutually employ their best efforts to support the entry of this agreement  
12 as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely  
13 manner. The Parties acknowledge that, pursuant to California Health & Safety Code § 25249.7, a  
14 noticed motion is required to obtain judicial approval of this Consent Judgment, which Held shall  
15 draft and file, and Defendant shall join. If any third party objection to the noticed motion is filed,  
16 Held and Defendant cooperate to file a joint reply and appear at any hearing before the Court. This  
17 provision is a material component of the Consent Judgment and shall be treated as such in the event  
18 of a breach.

19 **12. MODIFICATION**

20 This Consent Judgment may be modified only: (1) by written agreement of the Parties and  
21 upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion  
22 of any party and entry of a modified Consent Judgment by the Court.

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**13. AUTHORIZATION**

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

AGREED TO:

AGREED TO:

Date: 9/22/2015

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

By: Anthony E. Held  
Anthony E. Held, Ph.D., P.E.

By: \_\_\_\_\_  
Ike Fukumoto, President  
CTC Food International Inc.

1     **13.    AUTHORIZATION**

2           The undersigned are authorized to execute this Consent Judgment on behalf of their  
3     respective Parties and have read, understood and agree to all of the terms and conditions of this  
4     Consent Judgment.

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6           AGREED TO:

AGREED TO:

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8     Date: \_\_\_\_\_

Date: 9 / 23 / 15

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10    By: \_\_\_\_\_  
11       Anthony E. Held, Ph.D., P.E.

By:  \_\_\_\_\_  
Ike Fukumoto, President  
CTC Food International Inc.