

1 Reuben Yeroushalmi (SBN 193981)  
E-Mail: reuben@yeroushalmi.com  
2 YEROUSHALMI & YEROUSHALMI  
An Association of Independent Law Corporations  
3 9100 Wilshire Boulevard, Suite 240W  
Beverly Hills, CA 90212  
4 Telephone: 310.623.1926  
5 Facsimile: 310.623.1930

6 Attorneys for Plaintiff,  
Consumer Advocacy Group, Inc.  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES**

10 CONSUMER ADVOCACY GROUP, INC.,  
11 in the public interest,

12 Plaintiff,

13 vs.

14 TAWA SUPERMARKET, INC. dba 99  
RANCH MARKET and dba 168 MARKET,  
15 a California corporation; WALONG  
MARKETING, INC., a California  
16 corporation; TAKAOKAYA, U.S.A., INC.,  
a California Corporation; and DOES 1-250,

17 Defendants.  
18

Case No. BC634011

**CONSENT JUDGMENT [PROPOSED]**

Health & Safety Code § 25249.5, *et seq.*

[Assigned for All Purposes to the Hon.  
Maurice A. Leiter, Dept. 54]

TAC Filed: October 21, 2022

19  
20 **1. Introduction**

21 **1.1** This Consent Judgment is entered into by and between Plaintiff, Consumer  
22 Advocacy Group, Inc. (referred to as “CAG”) acting on behalf of itself and in the interest of  
23 the public, and Defendants Tawa Supermarket, Inc. (“TAWA”) and Walong Marketing, Inc.  
24 (“WALONG”) (collectively, the “Settling Defendants”), with each a “Party” to the Consent  
25 Judgment and collectively referred to as the “Parties.”

26 **1.2 Defendants and Products**

27 **1.2.1** CAG alleges that TAWA is a California corporation that employs (10)  
28 ten or more persons. Accordingly, for purposes of this Consent Judgment only, TAWA

1 is deemed a person in the course of doing business in California and subject to the provisions  
2 of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety  
3 Code §§ 25249.6 *et seq.* (“Proposition 65”).

4           **1.2.2** CAG alleges that WALONG is a California corporation and employs  
5 (10) ten or more persons. Accordingly, for purposes of this Consent Judgment only,  
6 WALONG is deemed a person in the course of doing business in California and subject to the  
7 provisions of Proposition 65.

8           **1.2.3** CAG alleges that the Settling Defendants manufacture, cause to be  
9 manufactured, imported, distributed, and/or sold in California the products described in  
10 Exhibit “A”, which is attached hereto and made a part hereof as though set forth in full (the  
11 “Covered Products”).

12           **1.3 Chemicals of Concern**

13           **1.3.1** Lead and Lead Compounds (hereinafter “Lead” or “lead”) are known to  
14 the State of California to cause cancer and/or birth defects or other reproductive harm.

15           **1.3.2** Cadmium and Cadmium Compounds (hereinafter “Cadmium” or  
16 “cadmium”) are known to the State of California to cause cancer and/or birth defects or other  
17 reproductive harm.

18           **1.3.3** Inorganic Arsenic Compounds and Inorganic Arsenic Oxides  
19 (hereinafter “Arsenic” or “arsenic”) are known to the State of California to cause cancer  
20 and/or birth defects or other reproductive harm.

21           **1.3.4** Lead, Cadmium, and Arsenic are sometimes referred to herein as  
22 “Listed Chemicals”.

23           **1.4 Notices of Violation**

24           **1.4.1** CAG served 60-Day Notices of Intent to Sue for Violation of  
25 Proposition 65 (the “Notices”) that provided the recipients with notice of alleged violations of  
26 Proposition 65 for failing to warn individuals in California of exposures to the Listed  
27 Chemicals allegedly contained in the “Covered Products” as defined herein. The Notices  
28

1 covered under this Consent Judgment are described in Exhibit “A” which is attached hereto  
2 and made a part hereof as though set forth in full.

3           **1.4.2** The term “Notices” as defined herein includes both those notices that  
4 are in the “Complaint” (as defined herein) and those notices that are “Additional Notices” (as  
5 defined herein) which are listed in Exhibit A to this Consent Judgment. The Additional  
6 Notices shall be deemed included in the Complaint as of the “Effective Date” (as defined  
7 herein).

8           **1.4.3** To the best of the Parties’ knowledge, no public enforcer has  
9 commenced or diligently prosecuted the allegations set forth in the Notices.

10           **1.5 Complaint**

11           **1.5.1** On September 14, 2016, CAG filed a complaint for civil penalties and  
12 injunctive relief in Los Angeles Superior Court, Case No. BC634011 against TAWA and  
13 WALONG. The initial Complaint alleges, among other things, that the Settling Defendants  
14 violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead,  
15 from the Covered Products.

16           **1.5.2** On September 11, 2019, CAG filed a first amended complaint for civil  
17 penalties and injunctive relief adding additional claims against the Settling Defendants. That  
18 Complaint alleges, among other things, that TAWA and WALONG violated Proposition 65  
19 by failing to give clear and reasonable warnings of exposure to the Listed Chemicals from the  
20 Covered Products.

21           **1.5.3** On December 8, 2020, CAG filed a second amended complaint for civil  
22 penalties and injunctive relief adding additional claims against the Settling Defendants. That  
23 Complaint alleges, among other things, that TAWA and WALONG violated Proposition 65  
24 by failing to give clear and reasonable warnings of exposure to the Listed Chemicals from the  
25 Covered Products.

26           **1.5.4** On October 21, 2022, CAG filed a third amended complaint adding  
27 additional claims against the Settling Defendants for civil penalties and injunctive relief  
28

1 (hereinafter referred to as the “Complaint”). The Complaint alleges, among other things, that  
2 Settling Defendants violated Proposition 65 by failing to give clear and reasonable warnings  
3 of exposure to the Listed Chemicals from the Covered Products.

4 **1.5.5** All additional CAG pending Notices which were not previously  
5 included in the Complaint are referred to herein as “Additional Notices”, and are listed in  
6 Exhibit A along with the Notices previously included in the Complaint. As of the date this  
7 Court enters this Consent Judgment, the Complaint shall be deemed amended to include all  
8 the Notices listed in Exhibit A.

9 **1.6 Consent to Jurisdiction**

10 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
11 jurisdiction over the allegations of violations contained in the Notices described in Exhibit A  
12 and/or the Complaint and personal jurisdiction over the Settling Defendants as to the acts  
13 alleged in the Notices described in Exhibit A and/or the Complaint, that venue is proper in the  
14 County of Los Angeles, and that this Court has jurisdiction to enter this Consent Judgment as  
15 a full settlement and resolution of the allegations contained in the Notices described in  
16 Exhibit A and/or the Complaint and of all claims which were or could have been raised by  
17 any person or entity based in whole or in part, directly or indirectly, on the facts alleged  
18 therein or arising therefrom or related thereto.

19 **1.7 No Admission**

20 This Consent Judgment resolves claims that are denied and disputed. The Parties enter  
21 into this Consent Judgment pursuant to a full and final settlement of any and all claims  
22 between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent  
23 Judgment shall be construed as an admission by the Settling Defendants of any material  
24 allegation in the Complaint (each and every allegation of which the Settling Defendants  
25 deny), or of any fact, conclusion of law, issue of law, or violation of law of any kind,  
26 including without limitation, any admission concerning any alleged or actual violation of  
27 Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,  
28

1 including but not limited to the meaning of the terms “knowingly and intentionally expose” or  
2 “clear and reasonable warning” as used in Health and Safety Code § 25249.6. The Settling  
3 Defendants expressly maintain that all products they manufacture, import, distribute, and/or  
4 sell have at all times complied with all laws, including but not limited to Proposition 65, and  
5 are completely safe for their intended use. Nothing in this Consent Judgment, nor compliance  
6 with its terms, shall constitute or be construed as an admission by the Settling Defendants of  
7 any fact, conclusion of law, issue of law, or violation of law, or of any fault, wrongdoing, or  
8 liability by any of the Settling Defendants or by their officers, directors, insurers, employees,  
9 parents, shareholders, divisions, subdivisions, stores, subsidiaries, partners, affiliates, sister  
10 companies, commonly-owned entities, licensees, licensors, agents, contractors, attorneys,  
11 predecessors, successors, and assigns, or be offered or admitted as evidence in any  
12 administrative or judicial proceeding or litigation in any court, agency, or forum for purposes  
13 of establishing the same. Furthermore, nothing in this Consent Judgment shall prejudice,  
14 waive, or impair any right, remedy, argument, or defense the Settling Defendants may have in  
15 any other or future legal proceeding, except as expressly provided in this Consent Judgment.

## 16 **2. Definitions**

17 **2.1** “Covered Products” means the following food products which were or are  
18 allegedly manufactured, imported, distributed, and/or sold by the Settling Defendants in  
19 California as set forth in the Notices listed in Exhibit A.

- 20 (a) All Bamboo shoot products (“Bamboo Products”);
- 21 (b) All Cassava chips (“Cassava Products”);
- 22 (c) All Dried Mushrooms including, but not limited to, fungi (“Mushroom  
23 Products”);
- 24 (d) All Cinnamon and Cinnamomi Powder (“Cinnamon”);
- 25 (e) All Liquorice Powder (“Liquorice”);
- 26 (f) All Ginger Powder and Ground Ginger (“Ginger”);
- 27 (g) All Galangal Powder (“Galangal”);
- 28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- (h) All Cutcherry Powder (“Cutcherry”)
- (i) All Rice and Rice Paper (“Rice and Rice Paper Products”);
- (j) All Seaweed including, but not limited to, seaweed, sea vegetables, and kelp, and seaweed snacks (“Seaweed Products”);
- (k) All Sesame Candy, Cake, and Bar (“Sesame Products”); and
- (l) All Shrimp Paste and Shrimp Sauce;
- (m) All Dried Anchovies (“Anchovies”);
- (n) All Dried Squid (“Squid”);
- (o) All Pollock (“Pollock”);
- (p) All Roasted Eel (“Eel”); and
- (q) All Fish Jerky (“Fish”).

**2.2** “Effective Date” means the date that this Consent Judgment is approved and entered by the Court.

**2.3** “Lead” means Lead and Lead compounds.

**2.4** “Cadmium” means Cadmium and Cadmium compounds.

**2.5** “Arsenic” means Inorganic Arsenic Compounds and Inorganic Arsenic Oxides.

**2.6** “Listed Chemicals” means Lead, Cadmium, and Arsenic.

**2.7** “Notices” means the Notices described in Exhibit A.

**3. Injunctive Relief /Reformulation/ Clear and Reasonable Warnings**

**3.1** After the Effective Date, unless the Settling Defendants provide a Proposition 65 compliant warning for the Covered Products as set forth below, they shall not sell in California, offer for sale in California, or ship for sale in California, any of the Covered Products manufactured after the Effective Date unless the level of the Listed Chemicals does not exceed the levels specified below. “Parts per billion” is hereinafter referred to as “ppb”.

**3.1.1** Bamboo Products (as defined herein): Lead 20 ppb.

**3.1.2** Cassava Products (as defined herein): Lead of 20 ppb.

**3.1.3** Cinnamon (as defined herein): Lead of 200 ppb, Cadmium of 85 ppb.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 3.1.4** Liquorice (as defined herein): Lead of 500 ppb
- 3.1.5** Ginger (as defined herein): Lead of 720 ppb, Arsenic of 20 ppb
- 3.1.6** Galangal (as defined herein): Lead of 720 ppb.
- 3.1.7** Cutcherry (as defined herein): Lead of 720 ppb.
- 3.1.8** Mushroom Products (as defined herein): Lead of 20 ppb, Cadmium of 34 ppb.
- 3.1.9** Pollock: Lead of 20 ppb.
- 3.1.10** Rice and Rice Paper Products (as defined herein): Lead of 56 ppb, and Arsenic of 15 ppb.
- 3.1.11** Anchovies (as defined herein): Lead of 34 ppb, Cadmium of 85 ppb.
- 3.1.12** Squid (as defined herein): Lead of 34 ppb, Cadmium of 34 ppb.
- 3.1.13** Eel (as defined herein): Lead of 34 ppb.
- 3.1.14** Fish (as defined herein): Lead of 34 ppb, Cadmium of 34 ppb.
- 3.1.15** Seaweed Products (as defined herein): Lead of 75 ppb, Cadmium of 85 ppb, and Arsenic of 15 ppb.
- 3.1.16** Sesame Products (as defined herein): Lead of 20 ppb.
- 3.1.17** Shrimp Paste and Shrimp Sauce: Lead of 40 ppb.
- 3.1.18** Any greater levels approved in writing by the Attorney General.

**3.2** For any of the Covered Products that exceed their respective levels of the Listed Chemicals as set forth above that are manufactured for sale in California after the Effective Date, the Settling Defendants must provide a Proposition 65 compliant warning for the Covered Products as set forth below.

**3.2.2** Except as otherwise provided herein in this Consent Judgment, any warning provided pursuant to this Section shall be provided:

- (a) on the labeling of or affixed to the packaging of the Covered Products stating as set forth below, and shall be prominently placed set off from other surrounding information and enclosed in a box (the warning box may be black or white, at the Settling

1 Defendants’ discretion, in 6-point font or larger, and the box requirement is not applicable to  
2 the “short-form” warning) with such conspicuousness as compared with other words,  
3 statements, designs, or devices as to render it likely to be read and understood by an ordinary  
4 individual under customary conditions before purchase or use [language in brackets is  
5 optional]:

6 [California Prop 65] **WARNING:** Consuming this product can expose you to  
7 chemicals including lead, which is [are] known to the State of California to  
8 cause cancer and birth defects or other reproductive harm. For more  
9 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

10  
11 or

12 [California Prop 65] **WARNING:** Consuming this product can expose you to  
13 chemicals including cadmium, which is [are] known to the State of California  
14 to cause cancer and birth defects or other reproductive harm. For more  
15 information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

16  
17 or

18 [California Prop 65] **WARNING:** Consuming this product can expose you to  
19 chemicals including arsenic, which is [are] known to the State of California to  
20 cause cancer and birth defects or other reproductive harm. For more  
21 information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

22  
23 or

24 the “short-form” warning which need not be in a box:

25 [California Prop 65] **⚠ WARNING:** Cancer and Reproductive Harm --  
26 [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov) (Where the labelling on a product is not printed  
27 using the color yellow, the symbol may be printed in black and white.)

28  
or



1 (b) by retail store warning signage (which need not be in a box and need  
2 not contain the triangle symbol) posted in reasonably close proximity to each point of display  
3 of the Covered Products in California retail stores stating as provided in Exhibit “B” which is  
4 attached hereto and made a part hereof as though set forth in full.

5 **3.2.3** The Settling Defendants also agree to provide website warnings (which  
6 need not be in a box and need not contain the triangle symbol) compliant with Proposition 65  
7 regulations for the Covered Products available for sale to California consumers through the  
8 Settling Defendants’ online websites and sold on such websites to customers in California as  
9 provided for in 27 CCR §§ 25602 and 25603, stating as follows [language in brackets is  
10 optional]:

11 [California Prop 65] **WARNING:** Consuming this product can expose you to  
12 chemicals including lead, which is [are] known to the State of California to  
13 cause cancer and birth defects or other reproductive harm. For more  
14 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

15  
16 or

17 [California Prop 65] **WARNING:** Consuming this product can expose you to  
18 chemicals including cadmium, which is [are] known to the State of California  
19 to cause cancer and birth defects or other reproductive harm. For more  
20 information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

21  
22 or

23 [California Prop 65] **WARNING:** Consuming this product can expose you to  
24 chemicals including arsenic, which is [are] known to the State of California to  
25 cause cancer and birth defects or other reproductive harm. For more  
26 information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

27  
28 or

[California Prop 65] **⚠ WARNING:** Cancer and Reproductive Harm --

1                   www.P65Warnings.ca.gov (the symbol may be shown in black and white  
2                   instead of black and yellow.)

3  
4           **3.3**     The Parties agree that the warning language described above shall constitute  
5 compliance with Proposition 65 with respect to the Listed Chemicals in the Covered Products  
6 manufactured for sale in California by the Settling Defendants after the Effective Date.

7           **3.4**     For any Covered Product where the Defendant uses a warning sign to provide a  
8 Prop 65 warning which includes "consumer information" (as defined in the Prop 65  
9 regulations) in a language other than English, the warning must also be provided in that  
10 foreign language in addition to English on the warning sign, but otherwise, when a sign does  
11 not contain consumer information in a language other than English, the warning on the  
12 warnings sign only needs to be provided in English.

13           **3.5**     Notwithstanding anything to the contrary herein, the Parties further agree that  
14 in lieu of the preceding warning content and methods set forth above, the Settling Defendants  
15 may use for the Covered Products any safe-harbor warning content and/or any other clear and  
16 reasonable warning, and any warning method applicable, set forth in Title 27, California  
17 Code of Regulations, § 25600, *et seq.*, as from time to time amended, and that the Settling  
18 Defendants may also add supplemental information to any safe-harbor warning to the extent  
19 that it identifies the source of the exposure or provides information on how to avoid or reduce  
20 exposure to the identified chemical or chemicals as allowed by 27 CCR § 25601(e).

21           **3.6**     For any Covered Products still existing in the Defendant's inventory as of the  
22 Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the  
23 Covered Products do not exceed their respective levels of Listed Chemicals listed in Section  
24 3.1 above.

25           **3.7**     The Parties have agreed that an essential term of this settlement is that the  
26 injunctive relief agreed to herein is a full and complete recitation of this settlement term, as  
27 enumerated above, and acceptable to both Parties such that warnings may be provided  
28 without product reformulation when the Covered Products contain levels of Lead, Arsenic,

1 and/or Cadmium in exceedance of the levels set forth in Section 3.1.

2 **4. Settlement Payments**

3 **4.1 Payment and Due Date:** Within ten (10) days after the Effective Date, the  
4 Settling Defendants shall collectively pay a total all-inclusive amount of One Million and  
5 Five Hundred Thousand Dollars (\$1,500,000.00) in full and complete settlement of any and  
6 all claims against them for civil penalties, damages, attorney’s fees, expert fees, investigative  
7 expenses, or any other claim for costs, expenses, or monetary relief of any kind that were or  
8 could have been asserted in the Notices and/or the Complaint and for CAG seeking and  
9 obtaining approval of this Consent Judgment as follows:

10 **4.1.1 Civil Penalty:** The Settling Defendants shall be responsible for issuing  
11 checks totaling a combined amount of One Hundred and Seventy-One Thousand and Four  
12 Hundred and Forty Dollars (\$171,440.00) as civil penalties pursuant to Health & Safety Code  
13 § 25249.12:

14 (a) The Settling Defendants will issue checks made payable to the State of  
15 California’s Office of Environmental Health Hazard Assessment (“OEHHA”) totaling a  
16 combined amount of One Hundred and Twenty-Eight Thousand and Five Hundred and  
17 Eighty Dollars (\$128,580.00) representing 75% of the total civil penalty, and the Settling  
18 Defendants will issue checks to CAG totaling a combined amount of Forty-Two Thousand  
19 and Eight Hundred and Sixty Dollars (\$42,860.00) representing 25% of the total civil penalty;

20 (b) Separate 1099s shall be issued for each of the above payments: The  
21 Settling Defendants will issue 1099s to OEHHA, P.O. Box 4010, Sacramento, CA 95184  
22 (EIN: 68-0284486) totaling a combined amount of One Hundred and Twenty-Eight Thousand  
23 and Five Hundred and Eighty Dollars (\$128,580.00). The Settling Defendants will also issue  
24 1099s to CAG totaling a combined amount of Forty-Two Thousand and Eight Hundred and  
25 Sixty Dollars (\$42,860.00) and deliver them to CAG c/o Yeroushalmi & Yeroushalmi, 9100  
26 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

27 **4.1.2 Additional Settlement Payments:** The Settling Defendants shall make  
28

1 payments totaling a combined amount of One Hundred and Twenty-Eight Thousand and Five  
2 Hundred and Sixty Dollars (\$128,560.00) by checks payable to CAG as an additional  
3 settlement payment to “Consumer Advocacy Group, Inc.” pursuant to Health & Safety Code  
4 § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). CAG will use this  
5 payment as follows: eighty percent (80%) for fees of investigation, purchasing, and testing of  
6 consumer products for Proposition 65 listed chemicals in various products, and for expert fees  
7 for evaluating exposures through various mediums including, but not limited to, consumer  
8 product, occupational, and environmental exposures to Proposition 65 listed chemicals, and  
9 the cost of hiring consulting and retaining experts who assist with the extensive scientific  
10 analysis necessary for those files in litigation, and to offset the costs of future litigation  
11 enforcing Proposition 65 but excluding attorney fees; twenty percent (20%) for administrative  
12 costs incurred during investigation and litigation to reduce the public’s exposure to  
13 Proposition 65 listed chemicals by notifying those persons and/or entities believed to be  
14 responsible for such exposures and attempting to persuade those persons and/or entities to  
15 reformulate their products or the source of exposure to completely eliminate or lower the  
16 level of Proposition 65 listed chemicals including but not limited to costs of documentation  
17 and tracking of products investigated, storage of products, website enhancement and  
18 maintenance, computer and software maintenance, investigative equipment, CAG’s  
19 member’s time for work done on investigations, office supplies, mailing supplies, and  
20 postage. Within thirty (30) days of a request from the Attorney General, CAG shall provide to  
21 the Attorney General copies of documentation demonstrating how the above funds have been  
22 spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional  
23 settlement payment.

24 **4.1.3 Reimbursement of Attorney’s Fees and Costs: The Settling**

25 Defendants shall make payments totaling a combined amount of One Million and Two  
26 Hundred Thousand Dollars (\$1,200,000.00) payable to “Yeroushalmi & Yeroushalmi” as  
27 complete reimbursement for any and all investigation fees and costs, attorneys’ fees, expert  
28

1 fees, and any and all other costs and expenses incurred as a result of investigating, bringing  
2 this matter to Defendants’ attention, litigating, and negotiating a settlement in the public  
3 interest and seeking and obtaining Court approval of this Consent Judgment, as claimed by  
4 CAG.

5 **4.1.4** Other than the payments to OEHHA described above, all payments  
6 referenced in paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben  
7 Yeroushalmi, Yeroushalmi & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills,  
8 CA 90212. The payments to OEHHA shall be delivered to Office of Environmental Health  
9 Hazard Assessment, Attn: Mike Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento,  
10 California 95812. Concurrently with payments to OEHHA, the Settling Defendants shall  
11 provide CAG with written confirmation that the payments to OEHHA were delivered.

12 **4.2** The Settling Defendants shall bear all costs of the Mediator for the Mediation  
13 conducted between the Parties on February 13, 2023.

14 **5. Matters Covered By This Consent Judgment**

15 **5.1** This Consent Judgment is a full, final, and binding resolution in the public  
16 interest between, on the one hand, CAG, on behalf of itself and its past and current agents,  
17 representatives, attorneys, affiliates, successors, and assigns, and in the public interest, and on  
18 the other hand, the “Settling Defendant Releasees” (as defined herein), for the alleged failure  
19 to provide Proposition 65 warnings concerning actual or alleged exposure to Listed Chemicals  
20 from the Covered Products manufactured, imported, distributed, and/or sold in California  
21 through the Effective Date, and fully resolves all claims that have been or could have been  
22 asserted in the Notices and/or this Action for alleged failure to provide Proposition 65  
23 warnings for such Covered Products containing Listed Chemicals.

24 **5.2** CAG, on behalf of itself and in the public interest, hereby discharges the  
25 Settling Defendants, and their respective officers, directors, insurers, employees, parents,  
26 shareholders, members, managers, divisions, subdivisions, stores, subsidiaries, partners,  
27 affiliates, sister companies, commonly-owned entities, licensees, licensors, attorneys, agents,  
28

1 successors, and assigns (collectively, “Settling Defendant Releasees”) and all downstream  
2 distributors, downstream importers, downstream suppliers, downstream customers, retailers,  
3 and downstream entities in the distribution chain of the Covered Products to whom the  
4 Settling Defendant Releasees distributed or sold Covered Products, whether directly or  
5 indirectly, and the predecessors, successors, and assigns of any of them, and all of their  
6 respective officers, directors, insurers, employees, parents, shareholders, members, managers,  
7 divisions, subdivisions, stores, subsidiaries, partners, affiliates, sister companies, commonly-  
8 owned entities, licensees, licensors, attorneys, and agents (collectively, “Downstream  
9 Releasees”) as to Covered Products distributed or sold, whether directly or indirectly, by the  
10 Settling Defendant Releasees, for the Covered Products manufactured, imported, distributed,  
11 and/or sold in California through the Effective Date for violations of Proposition 65 based on  
12 exposures to Listed Chemicals from the Covered Products. The Settling Defendants’  
13 compliance with the terms of this Consent Judgment shall be deemed to constitute  
14 compliance with Proposition 65 regarding alleged exposures to the Listed Chemicals from the  
15 Covered Products. Nothing in this Section affects CAG’s right to commence or prosecute an  
16 action under Proposition 65 against any person other than the Settling Defendant Releasees or  
17 Downstream Releasees (collectively, the “Releasees”) after the Effective Date.

18 **5.3** CAG on behalf of itself, and its past and current agents, representatives,  
19 attorneys, affiliates, successors, and assigns, and on behalf of the public interest, hereby  
20 releases, waives, and discharges all rights to institute or participate in, directly or indirectly,  
21 any form of legal action and releases all claims, including, without limitation, all actions, and  
22 causes of action in law or in equity, suits, liabilities, demands, notices, obligations, damages,  
23 costs, fines, settlements, judgments, penalties, losses, or expenses (including, but not limited  
24 to, investigation fees, expert fees, and attorneys’ fees) of any nature whatsoever, whether  
25 known or unknown, fixed, or contingent, against the Releasees arising from any violation of  
26 Proposition 65 or any other statutory or common law claim related to the Covered Products  
27 manufactured, imported, distributed, and/or sold by the Releasees through the Effective Date  
28

1 regarding the failure to warn about exposure to the Listed Chemicals from the Covered  
2 Products.

3           **5.4** In furtherance of and in addition to the foregoing, CAG on behalf of itself and  
4 its past and current agents, representatives, attorneys, affiliates, successors, and assigns,  
5 hereby releases, waives, and discharges any and all rights and benefits which it now has or  
6 they now have, or in the future may have, conferred upon it or them with respect to any and  
7 all claims, including, without limitation, all actions, and causes of action in law or in equity,  
8 suits, liabilities, demands, notices, obligations, damages, costs, fines, settlements, judgments,  
9 penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees,  
10 and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed, or  
11 contingent, related to exposures to Listed Chemicals from the Covered Products  
12 manufactured, imported, distributed, and/or sold by the Releasees through the Effective Date  
13 arising from any actual or alleged violations of Proposition 65, or any other statutory or  
14 common law, regarding any failure to warn about exposures to the Listed Chemicals from the  
15 Covered Products (collectively "Claims") by virtue of the provisions of California Civil Code  
16 § 1542, which provides as follows:

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

23           CAG understands and acknowledges that the significance and consequence of this  
24 waiver of California Civil Code § 1542 is that even if CAG suffers future damages arising out  
25 of or resulting from, or related directly or indirectly to, in whole or in part, Claims arising  
26 from any actual or alleged violation of Proposition 65 or any other statutory or common law  
27 related to the Covered Products manufactured, imported, distributed, and/or sold by the  
28

1 Releasees through the Effective Date regarding the failure to warn about exposure to the  
2 Listed Chemicals from the Covered Products, CAG and its past and current agents,  
3 representatives, attorneys, affiliates, successors, and assigns will not be able to make any  
4 Claim for those damages, penalties, or other relief against the Releasees. Furthermore, CAG  
5 understands and acknowledges that it is possible that unknown Claims may exist, or that  
6 present Claims may have been underestimated in amount or severity, and that CAG expressly  
7 took these uncertainties into account in giving this release, waiver, and discharge, and a  
8 portion of said consideration, having been separately bargained for between the Parties with  
9 the knowledge of the possibility of such unknown Claims, was given in exchange for this full  
10 release, waiver, and discharge, and CAG intends these consequences for any such Claims  
11 arising from any violation of Proposition 65 or any other statutory or common law regarding  
12 any failure to warn about exposure to the Listed Chemicals from the Covered Products as  
13 may exist, but which CAG does not know exist, and which, if known, would materially affect  
14 CAG's decision to enter into this Consent Judgment, regardless of whether CAG's lack of  
15 knowledge is the result of ignorance, oversight, error, negligence, or any other cause. CAG  
16 on behalf of itself, and its past and current agents, representatives, attorneys, affiliates,  
17 successors, and assigns, agrees that the facts on which the foregoing releases, waivers, and  
18 discharges are based may hereafter turn out to be other than or different from the facts now  
19 known or believed to be true in respect to matters referred to above. Nevertheless, CAG, on  
20 behalf of itself and its past and current agents, representatives, attorneys, affiliates,  
21 successors, and assigns, expressly accepts and assumes the risk that such facts may turn out to  
22 be different, and agrees that the terms, conditions, releases, waivers, and discharges contained  
23 herein will in all respects be effective and not subject to termination, rescission, or  
24 modification by any such difference in the facts. The Parties each acknowledge and agree that  
25 this waiver of California Civil Code § 1542 was separately bargained for.

26 **5.5** CAG hereby represents and warrants, on behalf of itself and its past and current  
27 agents, representatives, attorneys, affiliates, successors, and assigns, that none of the rights  
28



1 that are released, waived, or discharged herein have been assigned to others.

2 **5.6** Nothing in this Section 5 affects CAG's right to commence or prosecute an  
3 action under Proposition 65 against any person other than the Releasees.

4 **5.7** Notwithstanding anything to the contrary, no upstream entity is released by this  
5 Consent Judgment, except those that are parents, divisions, subdivisions, subsidiaries,  
6 partners, affiliates, sister companies, commonly-owned entities, licensees, licensors,  
7 predecessors, successors, and/or assigns of TAWA and/or WALONG and/or Tawa Group  
8 Holdings, Inc.

9 **5.8** The Settling Defendants hereby assign to CAG, and CAG hereby assumes, any  
10 rights the Settling Defendants have, if any, for Express, Implied, and/or Equitable Indemnity  
11 and/or Implied Warranty of Merchantability for alleged violations for failure to warn for the  
12 Covered Products under Health & Safety Code § 25249.6 as set forth in the Notices for the  
13 Covered Products, against any unreleased non-affiliated, upstream suppliers of the Covered  
14 Products, to the extent such claims are not released in this Section 5 herein, and/or to the  
15 extent that such claims have not otherwise been released by CAG. This assignment is made  
16 without any representation or warranty other than that none of such rights, if any, have been  
17 otherwise assigned to others by TAWA and/or WALONG and/or their affiliates.

18 **6. Meet and Confer Prior to Enforcement of Consent Judgment**

19 Any alleged violation of the terms of this Consent Judgment shall be enforced solely  
20 and exclusively hereunder and solely and exclusively by the Parties hereto. Before any Party  
21 moves to enforce the terms of this Consent Judgment, that Party shall provide written notice  
22 to the other Parties of any alleged violation, which notice shall specifically identify each  
23 Covered Product alleged to be in violation of this Consent Judgment and the Listed Chemical  
24 for which the Covered Product is alleged to be in violation. The Parties shall thereafter  
25 cooperate in good faith in promptly exchanging relevant information concerning the alleged  
26 violation. If the alleged violation cannot be resolved within thirty (30) days of the written  
27 notice of alleged violation, any Party may move to enforce the terms of this Consent  
28

1 Judgment consistent with the terms hereof. The prevailing Party shall be entitled to its  
2 reasonable attorneys' fees and costs associated with any effort to enforce the Consent  
3 Judgment according to a regularly noticed motion filed with the Court.

4 **7. Entry of Consent Judgment and Dismissal of Claims in Other Actions**

5 **7.1** CAG shall file a motion seeking Court approval of this Consent Judgment  
6 pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent  
7 Judgment, CAG and the Settling Defendants waive their respective rights to a hearing, trial,  
8 or appeal on the allegations in the Notices or the Complaint.

9 **7.2** If this Consent Judgment is not approved in full by the Court:

10 (a) this Consent Judgment and any and all prior agreements between the  
11 Parties merged herein shall terminate and become null and void, and the action shall revert to  
12 the status that existed prior to the execution date of this Consent Judgment;

13 (b) no term of this Consent Judgment or any draft thereof, or of the  
14 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall  
15 have any effect, nor shall any such matter be admissible in evidence for any purpose in this  
16 Action, or in any other proceeding; and

17 (c) the Parties agree to meet and confer in good faith to determine whether  
18 the terms of the Consent Judgment can be modified to resolve any concerns expressed by the  
19 Court and/or the California Attorney General and to resubmit the Consent Judgment for  
20 approval.

21 **7.3** The Parties shall make all reasonable efforts to have the Consent Judgment  
22 approved and entered by the Court.

23 **7.4** Once all payments specified in Section 4 have been received, CAG shall,  
24 within ten (10) days thereafter, dismiss any claims against the Releasees (as defined herein)  
25 for the Covered Products that are pending in any other actions as of that date including, but  
26 not limited to, Alameda Superior Court Case No. RG20083486, Los Angeles Superior Court  
27 Case No. 20STCV17747, and Los Angeles Superior Court Case No. 19STCV15622.  
28

1           **7.5**     Within ten (10) days of the Parties signing this Consent Judgment, CAG will  
2 withdraw all discovery motions in the action against the Settling Defendants.

3           **8.     Modification of Consent Judgment**

4           **8.1**     This Consent Judgment may be modified only upon written agreement of the  
5 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion  
6 of any Party as provided by law and upon entry of a modified Consent Judgment by the  
7 Court.

8           **8.2**     Any Party seeking to modify this Consent Judgment shall attempt in good faith  
9 to meet and confer with the other Parties for at least a period of thirty (30) days prior to filing  
10 a motion to modify the Consent Judgment.

11           **9.     Retention of Jurisdiction**

12           **9.1**     This Court shall retain jurisdiction of this matter to implement and enforce the  
13 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

14           **9.2**     In any proceeding brought by a Party to enforce this Consent Judgment, the  
15 prevailing Party shall be entitled to recover its reasonable attorney’s fees and costs according  
16 to proof and a noticed motion filed with the Court.

17           **10.    Duties Limited to California**

18           This Consent Judgment shall have no effect on Covered Products sold by Settling  
19 Defendant outside the State of California.

20           **11.    Service on the Attorney General**

21           CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the  
22 California Attorney General so that the Attorney General may review this Consent Judgment  
23 prior to its submittal to the Court for review and approval. No sooner than forty-five (45)  
24 days after the Attorney General has received the aforementioned copy of this Consent  
25 Judgment, and in the absence of any written objection by the Attorney General to the terms of  
26 this Consent Judgment, CAG will then submit the Consent Judgment to the Court for review  
27 and approval.  
28

1 **12. Attorney Fees and Costs**

2 Except as specifically provided in Sections 4.1.3, 6, and 9.2, each Party shall bear its  
3 own attorneys' fees and costs in connection with the claims resolved in this this action.

4 **13. Entire Agreement**

5 This Consent Judgment contains the sole and entire agreement and understanding of  
6 the Parties with respect to the entire subject matter hereof and any and all prior discussions,  
7 negotiations, commitments, and understandings related hereto. No representations, oral or  
8 otherwise, express or implied, other than those contained herein have been made by any Party  
9 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be  
10 deemed to exist or to bind any of the Parties.

11 **14. Governing Law**

12 **14.1** The terms of this Consent Judgment, including the validity, construction,  
13 interpretation, and performance of this Consent Judgment, shall be governed by the laws of  
14 the State of California, without reference to any conflicts of law provisions of California law.

15 **14.2** In the event that Proposition 65 is amended, repealed, preempted, or is  
16 otherwise rendered inapplicable by reason of law generally, or if any of the provisions of this  
17 Consent Judgment are rendered inapplicable or are no longer required as a result of any such  
18 amendment, repeal, or preemption, or rendered inapplicable by reason of law generally as to  
19 the Covered Products, then the Settling Defendants subject to this Consent Judgment may  
20 provide written notice to CAG of any asserted change in the law, and shall have no further  
21 obligations pursuant to this Consent Judgment with respect to, and to the extent that, the  
22 Covered Products are so affected. Nothing in this Consent Judgment shall be interpreted to  
23 relieve the Settling Defendants from any obligation to comply with any pertinent state or  
24 federal law or regulation.

25 **14.3** The Parties, including their counsel, have participated in the preparation of this  
26 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
27 This Consent Judgment was subject to revision and modification by the Parties and has been  
28

1 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
2 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against  
3 any Party as a result of the manner of the preparation of this Consent Judgment. Each Party to  
4 this Consent Judgment agrees that any statute or rule of construction providing that  
5 ambiguities are to be resolved against the drafting Party should not be employed in the  
6 interpretation of this Consent Judgment and, in this regard, the Parties hereby waive  
7 California Civil Code § 1654.

8 **15. Notices**

9 **15.1** Any notice required or permitted to be given under this Consent Judgment shall  
10 be given in writing to the Parties (with contemporaneous copies to the individuals specified  
11 below) and (i) delivered personally, or (ii) sent by prepaid registered or certified mail, return  
12 receipt requested, or (iii) sent by overnight mail or overnight courier (such as Federal  
13 Express, DHL, etc.), and in those cases will be deemed to have been given on the date of  
14 receipt. All notices, no matter how sent, shall also be sent contemporaneously by E-Mail if an  
15 E-Mail address is provided for an addressee below or is later provided in writing to the  
16 Parties.

17 **15.2** If the notice is sent via certified or registered mail, receipt will be deemed  
18 effective three (3) Business Days after being deposited in the United States mail. If the notice  
19 is sent via overnight courier or personal delivery, receipt will be deemed effective upon  
20 delivery.

21 **15.3** By mutual consent from time to time, a Party may agree, as confirmed in an E-  
22 Mail, to receive a notice solely by E-Mail in which case the E-Mail notice will be deemed to  
23 have been given two (2) days after the date on which the E-Mail is delivered to the recipient.

24 **15.4** All notices will be delivered or addressed as follows, or to any persons or  
25 addresses later specified by a Party by written notice to the other Parties:

26 **If to CAG:**

27 Reuben Yeroushalmi, Esq.

28 E-Mail: reuben@yeroushalmi.com and lawfirm@yeroushalmi.com

1 YEROUSHALMI & YEROUSHALMI  
2 9100 Wilshire Boulevard, Suite 240W  
3 Beverly Hills, CA 90212  
4 Telephone: (310) 623-1926

5 **If to TAWA and/or WALONG:**

6 Adrienne Lee, Esq.  
7 E-Mail: legaldept@tawa.com  
8 Tawa Services, Inc.  
9 6338 Regio Avenue  
10 Buena Park, CA 90620  
11 Telephone: (714) 670-8899

12 **If to TAWA and/or WALONG, with contemporaneous copies to:**

13 Roseann C. Stevenson, Esq.  
14 E-Mail: rcs@rcsesq.com  
15 Attorney at Law  
16 1105 Oleander Way  
17 Simi Valley, CA 93065  
18 Telephone: (805) 210-2438

19 and

20 J. Robert Maxwell, Esq.  
21 E-Mail: JMaxwell@rjo.com and MAscarrunz@rjo.com  
22 ROGERS JOSEPH O'DONNELL  
23 A Professional Law Corporation  
24 311 California Street, 10th Fl.  
25 San Francisco, CA 94104  
26 Telephone: (415) 956-2828

27 **16. Execution and Counterparts**

28 This Consent Judgment may be executed in counterparts and by means of facsimile or portable document format (PDF), which taken together shall be deemed to constitute one document and have the same force and effect as original signatures. The Parties intend to be bound by the signatures on the PDFs and facsimiles, are aware that third parties may rely upon the PDF and facsimile signatures, and hereby waive any defenses to the enforcement of the terms of this Consent Judgment based on the form of signature. The Parties agree that a true and correct copy of the signed Consent Judgment including, but not limited to a

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

PDF or facsimile copy, may be admitted in any legal proceeding to the same extent as if it were an original and/or in lieu of an original, and the counterparts will be admissible in court and any other proceedings as if they contained original signatures.

**17. Authority to Agree and Stipulate**

Each signatory to this Consent Judgment certifies that they are fully authorized by the Party they represent to enter into this Consent Judgment and to execute it on behalf of the Party represented and to legally bind that Party.

**[Signatures on following page]**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**AGREED TO:**

**BY: CONSUMER ADVOCACY GROUP, INC.**

**DATE:** April 28, 2023

*Michael Marcus*  
(Signature)

**NAME:** Michael Marcus

**TITLE:** Director

**AGREED TO:**

**BY: TAWA SUPERMARKET, INC.**

**DATE:** April 28, 2023

*Yu Ting Sun*  
(Signature)

**NAME:** Karen Sun

**TITLE:** Merchandising Manager

**AGREED TO:**

**BY: WALONG MARKETING, INC.**

**DATE:** April 28, 2023

*Julie Lai*  
(Signature)

**NAME:** Julie Lai

**TITLE:** Procurement Manager

**IT IS SO ORDERED.**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**HON. MAURICE A. LEITER  
JUDGE OF THE SUPERIOR COURT**



1 **EXHIBIT A**  
2 **(NOTICES)**

3 **(LASC CASE NO. BC634011 - CONSENT JUDGMENT)**  
4

5 1. On or about December 15, 2014, Plaintiff gave notice of alleged violations of  
6 Health and Safety Code section 25249.6 with Attorney General number 2014-01346,  
7 concerning consumer products exposures, subject to a private action to TAWA and to the  
8 California Attorney General, County District Attorneys, and City Attorneys for each city  
9 containing a population of at least 750,000 people in whose jurisdictions the violations  
10 allegedly occurred, concerning Seaweed containing CADMIUM, which includes but is not  
11 limited to, ““SHANLIN” Wild Laver ‘Q53501 2201 0197’ (N.W.: 2.12 OZ (60g) ± 10%):  
12 03.3.550506, ‘Manufactory: Luoyuan Shanlin Foods Co., Ltd’, Add: Building A, South  
13 Industrial Area, Luoyuanwan Development Zone, Fujiam Province, China, PRODUCT:  
14 DRIED LAVER, PRODUCT OF CHINA, “UPC: 6 920437 161591”.

15 2. On or about December 15, 2014, Plaintiff gave notice of alleged violations of  
16 Health and Safety Code section 25249.6 with Attorney General number 2014-01347,  
17 concerning consumer products exposures, subject to a private action to TAWA and to the  
18 California Attorney General, County District Attorneys, and City Attorneys for each city  
19 containing a population of at least 750,000 people in whose jurisdictions the violations  
20 allegedly occurred, concerning Seaweed containing CADMIUM and LEAD, which includes  
21 but is not limited to, Bgreen DRIED SEAWEED (WAKAME); DISTRIBUTED BY: BIG  
22 GREEN (USA) INC., INDUSTRY CA 91748; PRODUCT FOR CHINA; Net Wt. 3.5 OZ  
23 (100g); Barcode: 6 78452 30002 5.

24 3. On or about January 9, 2015, Plaintiff gave notice of alleged violations of  
25 Health and Safety Code section 25249.6 with Attorney General number 2015-00021,  
26 concerning consumer products exposures, subject to a private action to TAWA, WALONG,  
27 and to the California Attorney General, County District Attorneys, and City Attorneys for  
28

1 each city containing a population of at least 750,000 people in whose jurisdictions the  
2 violations allegedly occurred, concerning Seaweed containing CADMIUM, which includes  
3 but is not limited to, MIZUHO® ITA NORI DRIED SEAWEEED; NET WT: 1.0 OZ (28g);  
4 10 Sheets; PRODUCT OF CHINA; MANUFACTURED FOR/ DISTRIBUTED BY:  
5 WALONG MARKETING, INC.; UPC: 6 73367 35529 0.

6  
7 4. On or about January 23, 2015, Plaintiff gave notice of alleged violations of  
8 Health and Safety Code section 25249.6 with Attorney General number 2015-00062,  
9 concerning consumer products exposures, subject to a private action to TAWA, WALONG,  
10 and to the California Attorney General, County District Attorneys, and City Attorneys for  
11 each city containing a population of at least 750,000 people in whose jurisdictions the  
12 violations allegedly occurred, concerning Roasted Seaweed containing LEAD which  
13 includes but is not limited to, HANASIA™ Korean Roasted Seaweed; HANASIA  
14 SEASONED SEAWEEED-9PK; Manufactured for I Distributed by: WALONG  
15 MARKETING, INC., BUENA PARK, CA 90620; Item# 1635106; Serving Size 0.18oz (5g);  
16 Serving Per Container about 1; UPC: 6 73367 35106 3.

17 5. On or about February 9, 2015, Plaintiff gave notice of alleged violations of  
18 Health and Safety Code section 25249.6 with Attorney General number 2015-00105,  
19 concerning consumer products exposures, subject to a private action to TAWA and to the  
20 California Attorney General, County District Attorneys, and City Attorneys for each city  
21 containing a population of at least 750,000 people in whose jurisdictions the violations  
22 allegedly occurred, concerning Seaweed containing LEAD, which includes but is not limited  
23 to, Dried Seaweed; CONTAINS NO MSG OR PRESERAVATIV; Q53501 2201 0197; 150g  
24 (5.28oz); Product of China; Manufacturer: Luoyuan Shanlin Foods Co., Ltd; UPC: 6 92037  
25 167388.

26 6. On or about June 16, 2015, Plaintiff gave notice of alleged violations of Health  
27 and Safety Code section 25249.6 with Attorney General number 2015-00561, concerning  
28 consumer products exposures, subject to a private action to TAWA and to the California

1 Attorney General, County District Attorneys, and City Attorneys for each city containing a  
2 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,  
3 concerning Crispy Seaweed containing LEAD, which includes but is not limited to, “Triple  
4 M Crispy Seaweed; MMM; Original Flavor; Simply Delicious; Net Weight: 40g. (1.40 oz);  
5 10-1-04551-1-0009; Manufactured by Triple-M Products Co., Ltd.; Product of Thailand;  
6 UPC #: 8 858752 601288” and “Triple M Crispy Seaweed; MMM; Hot & Spicy Flavour;  
7 Simply Delicious; Net Weight: 40g. (1.40 oz); 10-1-04551-1-0010; Manufactured by Triple-  
8 M Products Co., Ltd.; Product of Thailand; UPC #: 8 858752 601295”.

9  
10 7. On or about June 16, 2015, Plaintiff gave notice of alleged violations of Health  
11 and Safety Code section 25249.6 with Attorney General number 2015-00570, concerning  
12 consumer products exposures, subject to a private action to TAWA and to the California  
13 Attorney General, County District Attorneys, and City Attorneys for each city containing a  
14 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,  
15 concerning Thick Cut Seaweed and Crispy Seaweed containing LEAD, which includes but it  
16 not limited to, “TAI KAE Think Cut Seaweed; pepper powder; Product of Taiwan; ISO  
17 22000 HACCP; (N.T.): 45g (1.6 oz.); Manufacturer: Rises A Yuan Firm Company; Agent:  
18 Channel Plan International Marketing Co., Ltd.; UPC #: 4 711942 856018” and “TAI KAE  
19 Crispy Seaweed; soy sauce; Product of Taiwan; ISO 22000 HACCP; (N.T.): 45g (1.6 oz.);  
20 Manufacturer: Rises A Yuan Firm Company; Agent: Channel Plan International Marketing  
21 Co., Ltd.; UPC #: 4 711942 856001”.

22 8. On or about June 22, 2015, Plaintiff gave notice of alleged violations of Health  
23 and Safety Code section 25249.6 with Attorney General number 2015-00591, concerning  
24 consumer products exposures, subject to a private action to TAWA and to the California  
25 Attorney General, County District Attorneys, and City Attorneys for each city containing a  
26 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,  
27 concerning White Sesame Cake containing LEAD, which includes but is not limited to, Nice  
28 Choice White Sesame Cake; Net Wt: 3 oz (85g); HAACP & ISO 22000; Product of Taiwan;

1 Manufacturer: HURNG FUR FOODS FACTOREY CO, LTD.; UPC #: 4 711202 220061.

2 9. On or about July 1, 2015, Plaintiff gave notice of alleged violations of Health  
3 and Safety Code section 25249.6 with Attorney General number 2015-00633, concerning  
4 consumer products exposures, subject to a private action to WALONG, TAWA, and to the  
5 California Attorney General, County District Attorneys, and City Attorneys for each city  
6 containing a population of at least 750,000 people in whose jurisdictions the violations  
7 allegedly occurred, concerning White Sesame Candy containing LEAD, which includes but  
8 is not limited to, “Flying Horse® White Sesame Candy; Net Wt 3.5 OZ; UPC # 6 73367  
9 48781 6” and “Flying Horse® White Sesame Candy; Net Wt 200g (7oz); Product of  
10 Vietnam; Manufactured for/ Distributed by: Walong Marketing, Inc.; UPC # 6 73367 00257  
11 6”.

12  
13 10. On or about October 14, 2015, Plaintiff gave notice of alleged violations of  
14 Health and Safety Code section 25249.6 with Attorney General number 2015-01017,  
15 concerning consumer products exposures, subject to a private action to TAWA and to the  
16 California Attorney General, County District Attorneys, and City Attorneys for each city  
17 containing a population of at least 750,000 people in whose jurisdictions the violations  
18 allegedly occurred, concerning Black Sesame Cake containing LEAD, which includes but is  
19 not limited to, which includes but is not limited to, “Nice Choice Black Sesame Cake; Net  
20 Wt: 3 oz (85g); HAACP & ISO 22000; Product of Taiwan; Manufacturer: HURNG FUR  
21 FOODS FACTOREY CO, LTD.; UPC #: 4 711202 221716”.

22 11. On or about November 25, 2015, Plaintiff gave notice of alleged violations of  
23 Health and Safety Code section 25249.6 with Attorney General number 2015-01204,  
24 concerning consumer products exposures, subject to a private action to TAWA and to the  
25 California Attorney General, County District Attorneys, and City Attorneys for each city  
26 containing a population of at least 750,000 people in whose jurisdictions the violations  
27 allegedly occurred, concerning Roasted Crispy Seaweed containing LEAD, which includes  
28 but is not limited to, which includes but is not limited to, “Wasabi Roasted Laver,

1 'Manufactured & Packed by Haejeo Food Co., Ltd., Imported by Woosung America Corp.'  
2 (Net Wt. 4g) UPC 8809275102042”.

3 12. On or about December 23, 2015, Plaintiff gave notice of alleged violations of  
4 Health and Safety Code section 25249.6 with Attorney General number 2015-01298,  
5 concerning consumer products exposures, subject to a private action to TAWA and to the  
6 California Attorney General, County District Attorneys, and City Attorneys for each city  
7 containing a population of at least 750,000 people in whose jurisdictions the violations  
8 allegedly occurred, concerning Roasted Crispy Seaweed containing LEAD, which includes  
9 but is not limited to, ““SHANLIN” Wild Laver `Q53501 2201 0197' (N.W.: 2.12 OZ (60g) ±  
10 10%) : 03.3.550506, 'Manufactory: Luoyuan Shanlin Foods Co., Ltd', Add: Building A,  
11 South Industrial Area, Luoyuanwan Development Zone, Fujiam Province, China,  
12 PRODUCT: DRIED LAVER, PRODUCT OF CHINA, “UPC: 6 920437 161591””“.

13 14. On or about January 11, 2016, Plaintiff gave notice of alleged violations of  
14 Health and Safety Code section 25249.6 with Attorney General number 2016-00006,  
15 concerning consumer products exposures, subject to a private action to TAWA , and to the  
16 California Attorney General, County District Attorneys, and City Attorneys for each city  
17 containing a population of at least 750,000 people in whose jurisdictions the violations  
18 allegedly occurred, concerning Dried Seaweed Slice containing LEAD, which includes but is  
19 not limited to, “Spring Farm” Dried Seaweed Slice, Net Wt: 1.05oz (30g) Ingredients: Dried  
20 Seaweed. 'Distributed by: Big Green (USA) Inc. UPC: 6 78452 14003 4”.

21 14. On or about February 5, 2016, Plaintiff gave notice of alleged violations of  
22 Health and Safety Code section 25249.6 with Attorney General number 2016-00107,  
23 concerning consumer products exposures, subject to a private action to WALONG, TAWA,  
24 and to the California Attorney General, County District Attorneys, and City Attorneys for  
25 each city containing a population of at least 750,000 people in whose jurisdictions the  
26 violations allegedly occurred, concerning Roasted Seaweed containing CADMIUM and  
27 LEAD, which includes but is not limited to, “MIZUHO, YAKI NOLI, Roasted Seaweed. Net  
28

1 WT: 1.0 oz (28g) 10 Sheets. “Distributed by Walong Marketing, Inc.” UPC: 6 73367 35528  
2 3”.

3 15. On or about February 19, 2016, Plaintiff gave notice of alleged violations of  
4 Health and Safety Code section 25249.6 with Attorney General number 2016-00132,  
5 concerning consumer products exposures, subject to a private action to WALONG, TAWA,  
6 and to the California Attorney General, County District Attorneys, and City Attorneys for  
7 each city containing a population of at least 750,000 people in whose jurisdictions the  
8 violations allegedly occurred, concerning Roasted Seaweed containing CADMIUM, which  
9 includes but is not limited to, “MIZUHO® ITA NOLI DRIED SEAWEED; NET WT: 1.0  
10 OZ (28g); 10 Sheets; PRODUCT OF CHINA; MANUFACTURED FOR/ DISTRIBUTED  
11 BY: WALONG MARKETING, INC.; UPC: 6 73367 35529 0”.

12 16. On or about May 4, 2016, Plaintiff gave notice of alleged violations of Health  
13 and Safety Code section 25249.6 with Attorney General number 2016-00417, concerning  
14 consumer products exposures, subject to a private action to TAWA, and to the California  
15 Attorney General, County District Attorneys, and City Attorneys for each city containing a  
16 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,  
17 concerning Seasoned Seaweed containing LEAD, which includes but is not limited to,  
18 “Traditionally Seasoned Seaweed”. Net Wt: .16 oz (4.5g) x 8Pack; Importer: JF & K INC.  
19 2985 E. Miraloma Ave. Unit M Anaheim CA 92806; Product of Korea; UPC: 8 809168  
20 836757 (outer package); UPC: 8 809168 836641 (inner package)”.

21 17. On or about August 29, 2018, Plaintiff gave notice of alleged violations of  
22 Health and Safety Code section 25249.6 with Attorney General number 2018-01620  
23 concerning consumer products exposures, subject to a private action to TAWA and to the  
24 California Attorney General, County District Attorneys, and City Attorneys for each city  
25 containing a population of at least 750,000 people in whose jurisdictions the violations  
26 allegedly occurred, concerning the Dried Seafood containing LEAD and CADMIUM, which  
27 includes but is not limited to, “CARL’s;” “CRISPY ANCHOVY;” “DILIS;” “HOT &  
28

1 SPICY;” “NET WT. 1.41 OZ (40G);” “SERVING SIZE 40G;” “MANUFACTURED BY:  
2 LA CARLOTA FOOD ENTERPRISE;” “PRODUCT OF THE PHILIPPINES;” “CFRR-  
3 RIV-FM-3182;” “LOT NO.: CAH1115A;” “4809011 259270”; “CARL’s;” “CRISPY  
4 ANCHOVY;” “DILIS;” “NET WT. 1.41 OZ (40G);” “SERVING SIZE 40G:”  
5 “MANUFACTURED BY: LA CARLOTA FOOD ENTERPRISE;” “PRODUCT OF  
6 PHILIPPINES;” “CFRR-RIV-FM-3182;” “LOT NO.: CAR1115A;” “4809011 259263”;  
7 “CARL’s;” “CRISPY SQUID;” “PUSIT;” “NET WT. 1.41 OZ (40G);” “SERVING SIZE  
8 40G:” “MANUFACTURED BY: LA CARLOTA FOOD ENTERPRISE;” “PRODUCT OF  
9 PHILIPPINES;” “CFRR-RIV-FM-3182;” “LOT NO.: CSR1115A;” “4809011 259089”;  
10 “CARL’s;” “CRISPY SQUID;” “PUSIT;” “NET WT. 1.41 OZ (40G);” “SERVING SIZE  
11 40G:” “MANUFACTURED BY: LA CARLOTA FOOD ENTERPRISE;” “PRODUCT OF  
12 PHILIPPINES;” “CFRR-RIV-FM-3182;” “LOT NO.: CSH1115A;” “4809011 259256”.

14 18. On or about February 26, 2019, Plaintiff gave notice of alleged violations of  
15 Health and Safety Code section 25249.6 with Attorney General number 2019-00405,  
16 concerning consumer products exposures, subject to a private action to TAWA and to the  
17 California Attorney General, County District Attorneys, and City Attorneys for each city  
18 containing a population of at least 750,000 people in whose jurisdictions the violations  
19 allegedly occurred, concerning the product Crispy Seaweed with Almond containing  
20 CADMIUM, which includes but is not limited to, “San Wei Wu Crispy Seaweed with  
21 Almond”; “Ingredients: Seaweed, Sesame, Almond, Sugar, Soy”; “40g (1.4 oz)”; “Product of  
22 Taiwan”; “UPC 4 711942 856025”.

23 19. On or about October 31, 2019, Plaintiff gave notice of alleged violations of  
24 Health and Safety Code Section 25249.6 with Attorney General number 2019-02058,  
25 concerning consumer products exposures subject to a private action to WALONG and to the  
26 California Attorney General, County District Attorneys, and City Attorneys for each city  
27 containing a population of at least 750,000 people in whose jurisdictions the violations  
28 allegedly occurred, concerning the Dried Seaweed containing LEAD and CADMIUM, which

1 includes but is not limited to, “DRIED SEAWEED;” “NET WT: 50g (1.76oz);” “ASIAN  
2 TASTE;” “Best Before Apr. 30. 2020.,” “PRODUCT OF CHINA;” “PACK FOR: Shanghai  
3 Wachine Trading Co., Ltd. Rm 303, Information Tower, No.1403 Minsheng Rd, Pudong,  
4 Shanghai, China 200135;” “6 73367 35022 6”.

5  
6 20. On or about July 7, 2020, Plaintiff gave notice of alleged violations of Health  
7 and Safety Code Section 25249.6 with Attorney General number 2020-01696, concerning  
8 consumer products exposures subject to a private action to TAWA and WALONG and to the  
9 California Attorney General, County District Attorneys, and City Attorneys for each city  
10 containing a population of at least 750,000 people in whose jurisdictions the violations  
11 allegedly occurred, concerning Seaweed containing LEAD, CADMIUM, and ARSENIC  
12 which includes but is not limited to, “DRIED SEAWEED;” “NET WT: 50g (1.76oz);”  
13 “ASIAN TASTE;” “Best Before Apr. 30. 2020.,” “PRODUCT OF CHINA;” “PACK FOR:  
14 Shanghai Wachine Trading Co., Ltd. Rm 303, Information Tower, No.1403 Minsheng Rd,  
15 Pudong, Shanghai, China 200135;” “6 73367 35022 6”.

16 21. On or about July 10, 2020, Plaintiff gave notice of alleged violations of Health  
17 and Safety Code Section 25249.6 with Attorney General number 2020-01708, concerning  
18 consumer products exposures subject to a private action to WALONG and to the California  
19 Attorney General, County District Attorneys, and City Attorneys for each city containing a  
20 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,  
21 concerning Seaweed containing CADMIUM, which includes but is not limited to,  
22 “HanAsia™”; “Korean Roasted Seaweed 100% All Natural”; “Net Wt: 0.18oz (5g);”  
23 “Product of Korea”; “UPC 6 73367 35 100 1”.

24 22. On or about August 11, 2020, Plaintiff gave notice of alleged violations of  
25 Health and Safety Code Section 25249.6 with Attorney General number 2020-02072,  
26 concerning consumer products exposures subject to a private action to TAWA and  
27 WALONG and to the California Attorney General, County District Attorneys, and City  
28 Attorneys for each city containing a population of at least 750,000 people in whose



1 jurisdictions the violations allegedly occurred, concerning Roasted Seaweed containing  
2 CADMIUM, LEAD, and ARSENIC, which includes but is not limited to, “ASIAN TASTE”;  
3 “DRIED SEAWEED”; “INGREDIENT: LAVER”; “NET WT: 50G (1.76oz)”; “PACK FOR  
4 SHANGHAI WACHINE TRADING CO., LTD”; “UPC 6 73367 35022 6”; “PRODUCT OF  
5 CHINA”.

6  
7 23. On or about August 18, 2020, Plaintiff gave notice of alleged violations of  
8 Health and Safety Code Section 25249.6 with Attorney General number 2020-02144,  
9 concerning consumer products exposures subject to a private action to TAWA and to the  
10 California Attorney General, County District Attorneys, and City Attorneys for each city  
11 containing a population of at least 750,000 people in whose jurisdictions the violations  
12 allegedly occurred, concerning Pollock Crisp Chips containing LEAD, which includes but is  
13 not limited to,, “POLLOCK CRISP”; “NET WT. 1.41 oz (40 GM)”; “Jane-Jane”; “UPC 4  
14 710030 212422”; “APPROVED NO. 7F3 0062”; “ORIGIN OF TAIWAN”.

15 24. On or about December 17, 2020, Plaintiff gave notice of alleged violations of  
16 Health and Safety Code Section 25249.6 with Attorney General number 2020-03563,  
17 concerning consumer products exposures subject to a private action to TAWA and to the  
18 California Attorney General, County District Attorneys, and City Attorneys for each city  
19 containing a population of at least 750,000 people in whose jurisdictions the violations  
20 allegedly occurred, concerning Roasted Eel Fillet containing LEAD, which includes but is  
21 not limited to, “EEL FRESH FLAVOUR”; “ROASTED EEL FILLET (FRESH FLAVOR)”;  
22 “40G”; “BING YANG. FROM THE OCEAN”; “UPC 6 970175 900730”; “PRODUCT OF  
23 CHINA”.

24 25. On or about December 24, 2020, Plaintiff gave notice of alleged violations of  
25 Health and Safety Code Section 25249.6 with Attorney General number 2020-03568  
26 concerning consumer products exposures subject to a private action to TAWA and to the  
27 California Attorney General, County District Attorneys, and City Attorneys for each city  
28 containing a population of at least 750,000 people in whose jurisdictions the violations

1 allegedly occurred, concerning Crispy Seaweed containing LEAD which includes but is not  
2 limited to, “KAKAKAO FRIENDS”; “KWANG CHEON KIM”; “CRISPY SEAWEED”;  
3 “4G NET WT. 0.14 OZ”; “UPC INDIVIUAL BAG: 8 809395 752219”; “UPC BUNDLE: 8  
4 809395 752226 4G x 16 NET WT: 16 PKGS x 0.14 OZ (4G)”; “PRODUCT OF KOREA”.

5  
6 26. On or about November 3, 2022, Plaintiff gave notice of alleged violations of  
7 Health and Safety Code Section 25249.6 with Attorney General number 2022-02655  
8 concerning consumer products exposures subject to a private action to TAWA and to the  
9 California Attorney General, County District Attorneys, and City Attorneys for each city  
10 containing a population of at least 750,000 people in whose jurisdictions the violations  
11 allegedly occurred, concerning Dried Mushrooms containing LEAD and CADMIUM which  
12 includes but is not limited to, “Growland Dried Mushrooms”): “Growland”; “White Flower  
13 Mushroom”; “Net Wt. 8 oz (227 g)”; “Best Before 04.12.2024”; “UPC 8 513041 330125”;  
14 and “Growland”; “Wild Hazel Mushroom”; “Net Wt. 6 oz (170 g)”; “Best Before  
15 05.03.2025”; “UPC 8 513041330194”.

16  
17 27. On or about December 2, 2022, Plaintiff gave notice of alleged violations of  
18 Health and Safety Code Section 25249.6 with Attorney General number 2022-02879  
19 concerning consumer products exposures subject to a private action to TAWA and to the  
20 California Attorney General, County District Attorneys, and City Attorneys for each city  
21 containing a population of at least 750,000 people in whose jurisdictions the violations  
22 allegedly occurred, concerning Dried Mushrooms containing CADMIUM which includes but  
23 is not limited to, “Forest <sup>TM</sup>”; “Dried Shitake Mushroom”; “Net Wt. 10 oz”; “Distributed by:  
24 Forest Foods Corporation”; “Product of China”; “UPC 6 943090 400388”.

25  
26 28. On or about January 12, 2023, Plaintiff gave notice of alleged violations of  
27 Health and Safety Code Section 25249.6 with Attorney General number 2023-00123  
28 concerning consumer products exposures subject to a private action to TAWA and to the  
California Attorney General, County District Attorneys, and City Attorneys for each city  
containing a population of at least 750,000 people in whose jurisdictions the violations

1 allegedly occurred, concerning Seaweed containing LEAD which includes but is not limited  
2 to, “Bestore Quality & Value”; “Spicy Kelp”; “Net Wt. 218g (7.68 oz)” ; “U.S. Distributor”;  
3 “Kuiyi International Inc.”; “Best Before: 12/10/2022”; “Product of China”; “A20220315  
4 HTY H”; “UPC 6 953240 732474”.

5  
6 29. On or about January 18, 2023, Plaintiff gave notice of alleged violations of  
7 Health and Safety Code Section 25249.6 with Attorney General number 2023-00169  
8 concerning consumer products exposures subject to a private action to TAWA and to the  
9 California Attorney General, County District Attorneys, and City Attorneys for each city  
10 containing a population of at least 750,000 people in whose jurisdictions the violations  
11 allegedly occurred, concerning Dried Squids containing LEAD and CADMIUM which  
12 includes but is not limited to, “Flower”; “Dried Squid”; “Net Wt. 4 oz (114 g)” ; “Product of  
13 China”; “Manufacturer: Kimspring Nominees Ltd. H.K.”; “Imported by Evergrow Trading  
14 Inc.”; “Product of China”; “UPC 7 09888 40129 8” and “Flower”; “Dried Squid”; “Net Wt. 4  
15 oz (114 g)” ; “Product of China”; “Manufacturer: Kimspring Nominees Ltd.”; “Product of  
16 China”; “UPC 7 09888 40130 4”.

17  
18 30. On or about January 26, 2023, Plaintiff gave notice of alleged violations of  
19 Health and Safety Code Section 25249.6 with Attorney General number 2023-00272  
20 concerning consumer products exposures subject to a private action to TAWA and to the  
21 California Attorney General, County District Attorneys, and City Attorneys for each city  
22 containing a population of at least 750,000 people in whose jurisdictions the violations  
23 allegedly occurred, concerning Bamboo Shoots containing LEAD which includes but is not  
24 limited to, “Preserved Bamboo Shoot”; “Net Wt. 280 g (8.8 oz)” ; “Manufactured by: Sichuan  
25 Fuxin Food Co., Ltd.”; “UPC 6 923807 807181”.

26  
27 31. On or about November 12, 2021, Plaintiff gave notice of alleged violations of  
28 Health and Safety Code Section 25249.6 with Attorney General number 2021-02827  
concerning consumer products exposures subject to a private action to TAWA and to the  
California Attorney General, County District Attorneys, and City Attorneys for each city

1 containing a population of at least 750,000 people in whose jurisdictions the violations  
2 allegedly occurred, concerning Shrimp Sauce containing LEAD which includes but is not  
3 limited to, “Lee Kum Kee”; “Shrimp Sauce (Finely Ground)”; “Mam Tom Thuong Hang”;  
4 “Net Wt. 8 oz (227g); “UPC 0 78895 40001 4”; “Product of China”.

5  
6 32. On or about February 21, 2023, Plaintiff gave notice of alleged violations of  
7 Health and Safety Code Section 25249.6 with Attorney General number 2023-00529  
8 concerning consumer products exposures subject to a private action to TAWA and to the  
9 California Attorney General, County District Attorneys, and City Attorneys for each city  
10 containing a population of at least 750,000 people in whose jurisdictions the violations  
11 allegedly occurred, concerning the Fish Jerky containing LEAD and CADMIUM which  
12 includes but is not limited to, “Sanh Yuan”; “Ta Yuan”; “Prepared Fish Jerky”; “Net Wt. 2.5  
13 oz”; “C1014a”; “Sanh Yuan Enterprises Co., Ltd.”; “Product of Taiwan”; “8 88988 80068 9”

14 33. On or about February 21, 2023, Plaintiff gave notice of alleged violations of  
15 Health and Safety Code Section 25249.6 with Attorney General number 2023-00524  
16 concerning consumer products exposures subject to a private action to TAWA and to the  
17 California Attorney General, County District Attorneys, and City Attorneys for each city  
18 containing a population of at least 750,000 people in whose jurisdictions the violations  
19 allegedly occurred, concerning Dried Mushrooms containing LEAD and CADMIUM which  
20 includes but is not limited to, “Growland”; “Organic Planted”; “Organic Black Fungus”;  
21 “Made in China”; “Net Wt. 8 oz (227 g)”; “Growland Inc”; “6 012025L”; “UPC 8 513041  
22 228569”.

23 34. On or about February 11, 2021, Plaintiff gave notice of alleged violations of  
24 Health and Safety Code Section 25249.6 with Attorney General number 2021-00379  
25 concerning consumer products exposures subject to a private action to TAWA and to the  
26 California Attorney General, County District Attorneys, and City Attorneys for each city  
27 containing a population of at least 750,000 people in whose jurisdictions the violations  
28 allegedly occurred, concerning Cinnamon Powder containing LEAD which includes but is

1 not limited to, “Flower”; “Natural is Best”; “Come In Trading Development Limited”;  
2 “Cortex Cinnamon Powder”; “Nt Wt: 40z (114g)”; “UPC 7 09888 40102 1”; “Made in  
3 China”.

4 35. On or about October 8, 2020, Plaintiff gave notice of alleged violations of  
5 Health and Safety Code Section 25249.6 with Attorney General number 2020-02660  
6 concerning consumer products exposures subject to a private action to TAWA and to the  
7 California Attorney General, County District Attorneys, and City Attorneys for each city  
8 containing a population of at least 750,000 people in whose jurisdictions the violations  
9 allegedly occurred, concerning Seaweed containing CADMIUM which includes but is not  
10 limited to, “Organic Seasoned Seaweed”; “Net Wt. 0.14 oz -- UPC 8 809275 382116”; “Net  
11 Wt. 1.27 oz, 4g x9 -- UPC 8 809275 382130”; “Product of Korea”.

12 36. On or about May 18, 2020, Plaintiff gave notice of alleged violations of Health  
13 and Safety Code Section 25249.6 with Attorney General number 2020-01228 concerning  
14 consumer products exposures subject to a private action to TAWA and to the California  
15 Attorney General, County District Attorneys, and City Attorneys for each city containing a  
16 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,  
17 concerning Seaweed containing LEAD and CADMIUM which includes but is not limited to,  
18 “TAIKAE”; “Thick Cut Seaweed”; “Pepper Powder”;” Product Of Taiwan”; “( N.T ) : 45g  
19 (1.6 oz. )”; “Manufacturer: Day & Day Food Co., Ltd.”; “4 711942 856018”.

20 37. On or about May 14, 2020, Plaintiff gave notice of alleged violations of Health  
21 and Safety Code Section 25249.6 with Attorney General number 2020-01221 concerning  
22 consumer products exposures subject to a private action to TAWA and WALONG and to the  
23 California Attorney General, County District Attorneys, and City Attorneys for each city  
24 containing a population of at least 750,000 people in whose jurisdictions the violations  
25 allegedly occurred, concerning Seaweed containing LEAD, CADMIUM, and ARSENIC  
26 which includes but is not limited to, “Asian Taste”; “Dried Seaweed”; “Net Wt: 100g  
27 (3.5oz); “Packed for Shanghai Wachine Trading Co., Ltd.”; “UPC 6 73367 35021 9”;  
28

1 “Product of China”.

2 38. On or about March 3, 2020, Plaintiff gave notice of alleged violations of  
3 Health and Safety Code Section 25249.6 with Attorney General number 2020-00529  
4 concerning consumer products exposures subject to a private action to TAWA and to the  
5 California Attorney General, County District Attorneys, and City Attorneys for each city  
6 containing a population of at least 750,000 people in whose jurisdictions the violations  
7 allegedly occurred, concerning Cinnamomi Powder containing LEAD and CADMIUM  
8 which includes but is not limited to, “FLOWER;” “NATURAL IS BEST;” “Cortex  
9 Cinnamomi Powder;” “Nt Wt / Poids net 114g;” “ING: Cortex Cinnamomi;”  
10 “MANUFACTURER: KIMSPRING NOMINEES LTD.H.K.,” “IMPORTED BY:  
11 EVERGROW TRADING INC. SCARBOROUGH, ON M1S 3J1;” “PRODUCT OF  
12 CHINA;” “7 09888 40102 1;”.

13 39. On or about January 16, 2020, Plaintiff gave notice of alleged violations of  
14 Health and Safety Code Section 25249.6 with Attorney General number 2020-00131  
15 concerning consumer products exposures subject to a private action to TAWA and to the  
16 California Attorney General, County District Attorneys, and City Attorneys for each city  
17 containing a population of at least 750,000 people in whose jurisdictions the violations  
18 allegedly occurred, concerning Seaweed containing LEAD which includes but is not limited  
19 to, “Triple-M Crispy Seaweed TM”; “Simply Delicious”; “100% Vegetarian”; “Original  
20 Flavour”; “Resealable Zipper”; “Net Weight (1.27 oz)” ; “10-1-04551-1-0009”;  
21 “Manufactured by Triple-M Products Co. Ltd”; [www.mmmseaweedsnacks.com](http://www.mmmseaweedsnacks.com); “UPC 8  
22 858752 601288”; “Product of Thailand”.

23 40. On or about January 16, 2020, Plaintiff gave notice of alleged violations of  
24 Health and Safety Code Section 25249.6 with Attorney General number 2020-00125  
25 concerning consumer products exposures subject to a private action to TAWA and to the  
26 California Attorney General, County District Attorneys, and City Attorneys for each city  
27 containing a population of at least 750,000 people in whose jurisdictions the violations  
28

1 allegedly occurred, concerning Liquorice Powder containing LEAD which includes but is not  
2 limited to, “Liquorice Powder N.W. 4oz (114g)” ; “FLOWER ®” ; “Natural is Best” ;  
3 “Manufacturer: Kimspring Nominees Ltd H.K.” ; “ UPC 7 09888 40030 7” .

4  
5 41. On or about December 4, 2019, Plaintiff gave notice of alleged violations of  
6 Health and Safety Code Section 25249.6 with Attorney General number 2019-02247  
7 concerning consumer products exposures subject to a private action to TAWA and to the  
8 California Attorney General, County District Attorneys, and City Attorneys for each city  
9 containing a population of at least 750,000 people in whose jurisdictions the violations  
10 allegedly occurred, concerning Crispy Seaweeds containing LEAD and CADMIUM which  
11 includes but is not limited to, “Simply Delicious;” “Crispy Seaweed;” “Triple .M;” “Hot &  
12 Spicy Flavour;” “Net Weight (1.27OZ) g. ;” “10-1-04551-1-0010;” “Manufactured by Triple-  
13 M Products Co., Ltd. 65 Soi Tieantalay 26 Yak Bangkhuntiean-Chaytalay Rd, Thakham,  
14 Bangkhuntiean, Bangkok 10150 THAILAND;” “www.mmmseaweedsnacks.com;” “US GW  
15 71013 MFG250 418 EXP250 420;” “PRODUCT OF THAILAND;” “8 858752 601295;” .

16  
17 42. On or about November 15, 2019, Plaintiff gave notice of alleged violations of  
18 Health and Safety Code Section 25249.6 with Attorney General number 2019-02154  
19 concerning consumer products exposures subject to a private action to TAWA and to the  
20 California Attorney General, County District Attorneys, and City Attorneys for each city  
21 containing a population of at least 750,000 people in whose jurisdictions the violations  
22 allegedly occurred, concerning Seaweed containing LEAD which includes but is not limited  
23 to, “Simply Delicious Crispy Seaweed TM; “Triple.M” ; “Seafood Flavour” ; “Resealable  
24 Zipper” ; “Net Weight (1.27 oz) g. ;” “10-1-04551-1-0011” ; “Sandwich. Drink. Soup” ;  
25 “Manufactured by Triple-M Products Co., Ltd;” www.mmmseaweedsnacks.com” ; “UPC 8  
26 858752 601301” ; “Product of Thailand” .

27  
28 43. On or about October 30, 2019, Plaintiff gave notice of alleged violations of  
Health and Safety Code Section 25249.6 with Attorney General number 2019-02061  
concerning consumer products exposures subject to a private action to TAWA and to the

1 California Attorney General, County District Attorneys, and City Attorneys for each city  
2 containing a population of at least 750,000 people in whose jurisdictions the violations  
3 allegedly occurred, concerning Seaweed containing LEAD and CADMIUM which includes  
4 but is not limited to, “TAI KAE Thick Cut Seaweed”; “Pepper Powder”; “(N.T) 45g (1.6  
5 oz)”; “Product of Taiwan”; “UPC 4 711942 856018”.

6  
7 44. On or about October 18, 2019, Plaintiff gave notice of alleged violations of  
8 Health and Safety Code Section 25249.6 with Attorney General number 2019-01963  
9 concerning consumer products exposures subject to a private action to TAWA and to the  
10 California Attorney General, County District Attorneys, and City Attorneys for each city  
11 containing a population of at least 750,000 people in whose jurisdictions the violations  
12 allegedly occurred, concerning Seaweed containing CADMIUM which includes but is not  
13 limited to, “San Wei Wu;” “40g (1.4 o.z);” “2019.01.25;” “PRODUCT OF TAIWAN;”  
14 “Crispy Seaweed With Almond;” “Manufacturer: Day & Day Food Co., Ltd.,” “4 711942  
15 856025”.

16 45. On or about October 2, 2019, Plaintiff gave notice of alleged violations of  
17 Health and Safety Code Section 25249.6 with Attorney General number 2019-01872  
18 concerning consumer products exposures subject to a private action to TAWA and to the  
19 California Attorney General, County District Attorneys, and City Attorneys for each city  
20 containing a population of at least 750,000 people in whose jurisdictions the violations  
21 allegedly occurred, concerning Ginger Powder containing LEAD and ARSENIC which  
22 includes but is not limited to, “Wu Hsing ® Net Wt: 30g 1.1 oz Ginger Powder”; “UPC 4  
23 710868 801096”; “Made in Taiwan”.

24 46. On or about September 24, 2019, Plaintiff gave notice of alleged violations of  
25 Health and Safety Code Section 25249.6 with Attorney General number 2019-01837  
26 concerning consumer products exposures subject to a private action to TAWA and  
27 WALONG and to the California Attorney General, County District Attorneys, and City  
28 Attorneys for each city containing a population of at least 750,000 people in whose



1 jurisdictions the violations allegedly occurred, concerning Jarred/Canned Bamboo Shoots  
2 containing LEAD which includes but is not limited to, “KIMBO;” “CHILI BAMBOO  
3 SHOOTS IN SOYBEAN OIL;” “NET WT.: 12 OZ(340g);” “Walong Marketing, Inc. 6281  
4 Regio Ave. Buena Park, CA 90620-1042;” “PRODUCT OF TAIWAN;” “6 73367 32025 0”.

5  
6 47. On or about July 17, 2019, Plaintiff gave notice of alleged violations of Health  
7 and Safety Code Section 25249.6 with Attorney General number 2019-01420 concerning  
8 consumer products exposures subject to a private action to TAWA and to the California  
9 Attorney General, County District Attorneys, and City Attorneys for each city containing a  
10 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,  
11 concerning Seaweed containing LEAD and CADMIUM which includes but is not limited to,  
12 Tai Kae Crispy Seaweed; Soy Sauce, UPC 4711942856001; 2019.04.02; Product of Taiwan;  
13 ISO22000 HACCP; N.T: 1.6 oz (45g).

14 48. On or about June 23, 2017, Plaintiff gave notice of alleged violations of Health  
15 and Safety Code Section 25249.6 with Attorney General number 2017-01608 concerning  
16 consumer products exposures subject to a private action to TAWA and WALONG and to the  
17 California Attorney General, County District Attorneys, and City Attorneys for each city  
18 containing a population of at least 750,000 people in whose jurisdictions the violations  
19 allegedly occurred, concerning Seaweed containing LEAD and CADMIUM which includes  
20 but is not limited to, “Mizuho;” “Ita Noli;” “Dried Seaweed;” “Net Wt: 1.0 oz (28g);” “10  
21 sheets;” “Product of China;” “Manufactured for/Distributed by Walong Marketing, Inc.”;  
22 673367355290.

23 49. On or about December 30, 2016, Plaintiff gave notice of alleged violations of  
24 Health and Safety Code Section 25249.6 with Attorney General number 2017-00005  
25 concerning consumer products exposures subject to a private action to TAWA and  
26 WALONG and to the California Attorney General, County District Attorneys, and City  
27 Attorneys for each city containing a population of at least 750,000 people in whose  
28 jurisdictions the violations allegedly occurred, concerning Seaweed containing LEAD and

1 CADMIUM which includes but is not limited to, Yaki Noli; Roasted Seaweed; Net Wt: 1.0  
2 OZ (28g); 10 Sheets; Serving Per Container 1; Demonstration picture: eel hand roll;  
3 Manufactured for / Distributed By: Walong Marketing, Inc.; Buena Park, CA 90620; UPC:  
4 673367355283.

5           50. On or about December 2, 2016, Plaintiff gave notice of alleged violations of  
6 Health and Safety Code Section 25249.6 with Attorney General number 2016-01418  
7 concerning consumer products exposures subject to a private action to TAWA and to the  
8 California Attorney General, County District Attorneys, and City Attorneys for each city  
9 containing a population of at least 750,000 people in whose jurisdictions the violations  
10 allegedly occurred, concerning Seaweed containing LEAD and CADMIUM which includes  
11 but is not limited to, “Bgreen”; “DRIED SEAWEED (WAKAME)”; “COOKING  
12 INSTRUCTIONS: Put dried seaweed in hot water for 2 to 3 minutes. Drain the water and  
13 then use the prepared seaweed in a soup, salad, or hot pot.”; Distributed by Big Green (USA)  
14 Inc. Industry CA 91748' PRODUCT OF CHINA; UPC: 678452300025; Net wt. 3.5 OZ  
15 (100g).  
16

17           51. On or about July 7, 2020, Plaintiff gave notice of alleged violations of Health  
18 and Safety Code Section 25249.6 with Attorney General number 2020-01699 concerning  
19 consumer products exposures subject to a private action to WALONG and to the California  
20 Attorney General, County District Attorneys, and City Attorneys for each city containing a  
21 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,  
22 concerning Dried Seaweed containing LEAD and CADMIUM which includes but is not  
23 limited to, “DRIED SEAWEED;” “NET WT: 50g (1.76oz);” “ASIAN TASTE;” “Best  
24 Before Apr. 30. 2020.,” “PRODUCT OF CHINA;” “PACK FOR: Shanghai Wachine  
25 Trading Co., Ltd. Rm 303, Information Tower, No.1403 Minsheng Rd, Pudong, Shanghai,  
26 China 200135;” “6 73367 35022 6;”.

27           52. On or about February 21, 2020, Plaintiff gave notice of alleged violations of  
28 Health and Safety Code Section 25249.6 with Attorney General number 2020-00447

1 concerning consumer products exposures subject to a private action to WALONG and to the  
2 California Attorney General, County District Attorneys, and City Attorneys for each city  
3 containing a population of at least 750,000 people in whose jurisdictions the violations  
4 allegedly occurred, concerning Seaweed containing LEAD which includes but is not limited  
5 to, “Simply Delicious Crispy Seaweed TM”; “Triple. M”; “Seafood Flavour”; “Resealable  
6 Zipper”; “Net Weight (1.27 oz) g.”; “10-1-04551-1-0011”; “Sandwich. Drink. Soup”;  
7 “Manufactured by Triple-M Products Co., Ltd”;” www.mmmseaweedsnacks.com”; “UPC 8  
8 858752 601301”; “Product of Thailand”.

9  
10 53. On or about February 10, 2020, Plaintiff gave notice of alleged violations of  
11 Health and Safety Code Section 25249.6 with Attorney General number 2020-00296  
12 concerning consumer products exposures subject to a private action to WALONG and to the  
13 California Attorney General, County District Attorneys, and City Attorneys for each city  
14 containing a population of at least 750,000 people in whose jurisdictions the violations  
15 allegedly occurred, concerning Shredded Kelps containing LEAD which includes but is not  
16 limited to, “Vegetable;” “Shredded Kelp Spicy And Hot Flavor;” “Non-Preservative;” “Net  
17 Wt: 2. 12OZ;” “Best Before: Jun.09,2020;” “PRODUCT NAME: Shredded Kelp (Spicy and  
18 Hot Flavor);” “PRODUCT OF CHINA;” “Registered No. of Export Hygiene: 5100/01056;”  
19 “MANUFACTURED FOR/DISTRIBUTED BY: WALONG MARKETING, INC. BUENA  
20 PARK, CA 90620;” “Http://www.wjtfood.com;” “6 937082 260777;”.

21 54. On or about November 5, 2020, Plaintiff gave notice of alleged violations of Health  
22 and Safety Code Section 25249.6 with Attorney General number 2020-03051 concerning  
23 consumer products exposures subject to a private action to TAWA and to the California  
24 Attorney General, County District Attorneys, and City Attorneys for each city containing a  
25 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,  
26 concerning Galangal Powder and Cutcherry Powder containing LEAD which includes but is  
27 not limited to, “Rotary ® Galangal Powder”; “Babuk Langkuas”; “Net Wt: 2.8 oz/80 Gr”;  
28 “Item Code: BLEILA, P-IRT No. 215317516153”; “UPC 0 44406 01030 0”; “Product of

1 Indonesia”; and “Rotary Cutcherry Powder”; “Babuk KenCur”; “Net Wt: 2.8 oz/80 Gr”;  
2 “Item Code: BKEILA, P-IRT No. 215317516153”; “UPC 0 44406 01029 4”; “Product of  
3 Indonesia;”.

4 55. On or about February 10, 2020, Plaintiff gave notice of alleged violations of  
5 Health and Safety Code Section 25249.6 with Attorney General number 2020-00304  
6 concerning consumer products exposures subject to a private action to TAWA and to the  
7 California Attorney General, County District Attorneys, and City Attorneys for each city  
8 containing a population of at least 750,000 people in whose jurisdictions the violations  
9 allegedly occurred, concerning Cassava Chips containing LEAD which includes but is not  
10 limited to, “Jans ®”; “Cassava Chips Celery”; “Unbelievably Delicious!”; “Known as Yuca  
11 Root”; “Net Wt. 3.52 oz (100g”; “packed for: Jans Enterprises Corp”; www.jansfood.com;  
12 “8 38452 00581 2”; “Product of Indonesia”; “UPC 8 38452 00581 2” .

13 14 56. On or about January 7, 2020, Plaintiff gave notice of alleged violations of  
15 Health and Safety Code Section 25249.6 with Attorney General number 2020-00024  
16 concerning consumer products exposures subject to a private action to TAWA and to the  
17 California Attorney General, County District Attorneys, and City Attorneys for each city  
18 containing a population of at least 750,000 people in whose jurisdictions the violations  
19 allegedly occurred, concerning Seaweed containing LEAD and ARSENIC which includes  
20 but is not limited to, “SELECTED PRODUCT;” “DRIED SEAWEED SLICE;” “NET WT.:  
21 7oz(200g);” “PRODUCT OF HONGKONG;” “DISTRIBUTED BY: H I L A. CA 90040;” “0  
22 45027 10125.

23 57. On or about May 14, 2020, Plaintiff gave notice of alleged violations of Health  
24 and Safety Code Section 25249.6 with Attorney General number 2020-01223 concerning  
25 consumer products exposures subject to a private action to TAWA and to the California  
26 Attorney General, County District Attorneys, and City Attorneys for each city containing a  
27 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,  
28 concerning Dried Seaweed containing LEAD and ARSENIC which includes but is not

1 limited to, "SELECTED PRODUCT;" "DRIED SEAWEED SLICE;" "NET WT.:  
2 7oz(200g);" "PRODUCT OF CHINA;" "DISRTIBUTED BY: H I L A. CA 90040;" "0  
3 45027 10125 5;"

4 58. On or about November 12, 2019, Plaintiff gave notice of alleged violations of  
5 Health and Safety Code Section 25249.6 with Attorney General number 2019-02119  
6 concerning consumer products exposures subject to a private action to TAWA and to the  
7 California Attorney General, County District Attorneys, and City Attorneys for each city  
8 containing a population of at least 750,000 people in whose jurisdictions the violations  
9 allegedly occurred, concerning Seaweed containing CADMIUM which includes but is not  
10 limited to, "San WeWu"; "Crispy Seaweed with Almond"; "40g (1.4 oz); "Manufacturer:  
11 Day & Day Food Co., Ltd."; "4 711942 856025"; "Made in Taiwan".

12 59. On or about November 5, 2019, Plaintiff gave notice of alleged violations of  
13 Health and Safety Code Section 25249.6 with Attorney General number 2019-02083  
14 concerning consumer products exposures subject to a private action to TAWA and to the  
15 California Attorney General, County District Attorneys, and City Attorneys for each city  
16 containing a population of at least 750,000 people in whose jurisdictions the violations  
17 allegedly occurred, concerning Ground Ginger containing ARSENIC which includes but is  
18 not limited to, "Durkee;" "GROUND GINGER;" "NET WT 0.80 OZ (23 g);" "ACH FOOD  
19 COMPANIES, INC. MEMPHIS, TN 38016 USA;" "0 47600 61033 8;" "www.durkee.com;"  
20 "BEST 339A7 B;" "BY DEC 04 22;"

21 60. On or about August 29, 2019, Plaintiff gave notice of alleged violations of  
22 Health and Safety Code Section 25249.6 with Attorney General number 2019-01682  
23 concerning consumer products exposures subject to a private action to TAWA and to the  
24 California Attorney General, County District Attorneys, and City Attorneys for each city  
25 containing a population of at least 750,000 people in whose jurisdictions the violations  
26 allegedly occurred, concerning Rice containing LEAD which includes but is not limited to,  
27 "Thai Hom Mali Broken Rice"; "Gao Tam Sol"; "Net Weight: 5 Lbs. (2.27KGS.);"  
28

1 “Imported by Oriental Food Bank Inc. Commerce, CA 90040”; “UPC 0 49884 91106 4”.

2 61. On or about May 18, 2017, Plaintiff gave notice of alleged violations of Health  
3 and Safety Code Section 25249.6 with Attorney General number 2017-01428 concerning  
4 consumer products exposures subject to a private action to TAWA and WALONG and to the  
5 California Attorney General, County District Attorneys, and City Attorneys for each city  
6 containing a population of at least 750,000 people in whose jurisdictions the violations  
7 allegedly occurred, concerning Shrimp Paste containing LEAD which includes but is not  
8 limited to, “Shrimp Paste with Soya Bean Oil”; “Gach Tom”; “Super Brand”; “Net Wt. 7 oz.  
9 (200 g.)”; “Product of Thailand”; “Distributor: IHA Beverage Commerce, CA 90040”;  
10 610232000299.

11 62. On or about May 16, 2017, Plaintiff gave notice of alleged violations of Health  
12 and Safety Code Section 25249.6 with Attorney General number 2017-01426 concerning  
13 consumer products exposures subject to a private action to TAWA and WALONG and to the  
14 California Attorney General, County District Attorneys, and City Attorneys for each city  
15 containing a population of at least 750,000 people in whose jurisdictions the violations  
16 allegedly occurred, concerning Dried Anchovies containing LEAD which includes but is not  
17 limited to, “Dried Kaeri Anchovy”; “Net Wt. 2 oz. (57g)”; “ Distributed by: Arcadia Trading  
18 Inc., Brooklyn, NY 11211”; “Product of Japan”; 6183490124808.

19 63. On or about March 9, 2016, Plaintiff gave notice of alleged violations of  
20 Health and Safety Code Section 25249.6 with Attorney General number 2016-00195  
21 concerning consumer products exposures subject to a private action to TAWA and to the  
22 California Attorney General, County District Attorneys, and City Attorneys for each city  
23 containing a population of at least 750,000 people in whose jurisdictions the violations  
24 allegedly occurred, concerning Seaweed containing CADMIUM which includes but is not  
25 limited to, Nagai's Roasted Seaweed Sushi Nori; Net Wt. 1.0 oz (28 g); 10 sheets; Product of  
26 China; Exported by Nagai Nori USA, Inc.; UPC #: 0 11152 15297 4.

27 64. On or about May 2, 2016, Plaintiff gave notice of alleged violations of Health  
28

1 and Safety Code Section 25249.6 with Attorney General number 2016-00422 concerning  
2 consumer products exposures subject to a private action to TAWA and to the California  
3 Attorney General, County District Attorneys, and City Attorneys for each city containing a  
4 population of at least 750,000 people in whose jurisdictions the violations allegedly occurred,  
5 concerning Seaweed containing LEAD which includes but is not limited to, SURA KOREA,  
6 ALGUE SECHEE ASSAISONNE, Seasoned Seaweed with Anchovy; Net Wt 85g (3oz)  
7 ITEM NO. 12544 UPC: 0 87703 12544 5.

8  
9 65. On or about December 18, 2015, Plaintiff gave notice of alleged violations of  
10 Health and Safety Code Section 25249.6 with Attorney General number 2015-01294  
11 concerning consumer products exposures subject to a private action to TAWA and to the  
12 California Attorney General, County District Attorneys, and City Attorneys for each city  
13 containing a population of at least 750,000 people in whose jurisdictions the violations  
14 allegedly occurred, concerning Seaweed containing LEAD which includes but is not limited  
15 to, “Dried Laver, Algue Sechee. Distributed by Haitai, Inc., Product of Korea. Net Wt. 4oz.  
16 UPC: 0 20914 80246 0”.

17 66. On or about November 7, 2014, Plaintiff gave notice of alleged violations of  
18 Health and Safety Code Section 25249.6 with Attorney General number 2014-01238  
19 concerning consumer products exposures subject to a private action to TAWA and to the  
20 California Attorney General, County District Attorneys, and City Attorneys for each city  
21 containing a population of at least 750,000 people in whose jurisdictions the violations  
22 allegedly occurred, concerning Rice Products containing LEAD which includes but is not  
23 limited to, ““Banh Trang Viet Nam Galettes de Riz” Rice Paper “Safoco” Logo of Red  
24 Check Mark with a Red Star (Size: 22cm Nt Wt 300g [10.6 oz]) “MADE IN VIETNAM”,  
25 UPC 8 934678 040032”.

26 67. On or about February 17, 2014, Plaintiff gave notice of alleged violations of  
27 Health and Safety Code Section 25249.6 with Attorney General number 2014-00140  
28 concerning consumer products exposures subject to a private action to TAWA and to the

1 California Attorney General, County District Attorneys, and City Attorneys for each city  
2 containing a population of at least 750,000 people in whose jurisdictions the violations  
3 allegedly occurred, concerning Rice containing ARSENIC which includes but is not limited  
4 to, Kagayaki® Brown Rice, California Premium Short Grain, Product of USA, Distributed  
5 by Daiei Trading Co., Inc., CTC Food International, Inc., Bar Code: 784145100572,  
6 Designed by Marutaka.

7  
8 68. On or about February 5, 2014, Plaintiff gave notice of alleged violations of  
9 Health and Safety Code Section 25249.6 with Attorney General number 2014-00130  
10 concerning consumer products exposures subject to a private action to TAWA and to the  
11 California Attorney General, County District Attorneys, and City Attorneys for each city  
12 containing a population of at least 750,000 people in whose jurisdictions the violations  
13 allegedly occurred, concerning Rice containing ARSENIC which includes but is not limited  
14 to, Sunlight Black Oryza Sativa L. (Glutinous Rice) Bar Code: 4 710943 101578; and  
15 GREENMAX® Since 1961 Brown Rice, Mayushan Foods Co., LTD, Bar Code: 4 713398  
16 112151.

17 69. On or about December 11, 2019, Plaintiff gave notice of alleged violations of  
18 Health and Safety Code Section 25249.6 with Attorney General number 2019-02298  
19 concerning consumer products exposures subject to a private action to TAWA and to the  
20 California Attorney General, County District Attorneys, and City Attorneys for each city  
21 containing a population of at least 750,000 people in whose jurisdictions the violations  
22 allegedly occurred, concerning Roasted Seaweeds containing ARSENIC which includes but  
23 is not limited to, “Roasted Seaweed;” “BEST BY 04.2020;” “NET WT.: 0.56OZ (16g);”  
24 “MADE IN KOREA;” “DISTRIBUTED BY: CTC FOOD INTERNATIONAL INC. DBA  
25 ORIENTAL TRADING CO., INTERNATIONAL RICHMOND, CA 94804 USA;” “0  
26 74601 00836 9;”.



1 **EXHIBIT B**  
2 **(RETAIL WARNING SIGNS)**

3 **(LASC CASE NO. BC634011 - CONSENT JUDGMENT)**  
4

5 [Language in brackets is optional]  
6

7 1. For Bamboo Products (as defined herein):

8 [California Prop 65] **WARNING:** Consuming bamboo shoot products can  
9 expose you to chemicals including lead, which is [are] known to the State of California to  
10 cause cancer and birth defects or other reproductive harm. For more information, go to  
11 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

12 or

13 [California Prop 65] **WARNING:** Consuming bamboo shoot products on  
14 these shelves can expose you to chemicals including lead, which is [are] known to the State  
15 of California to cause cancer and birth defects or other reproductive harm. For more  
16 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

17 2. For Cassava Products (as defined herein):

18 [California Prop 65] **WARNING:** Consuming cassava chip products can  
19 expose you to chemicals including lead, which is [are] known to the State of California to  
20 cause cancer and birth defects or other reproductive harm. For more information, go to  
21 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

22 or

23 [California Prop 65] **WARNING:** Consuming cassava chip products on these  
24 shelves can expose you to chemicals including lead, which is [are] known to the State of  
25 California to cause cancer and birth defects or other reproductive harm. For more  
26 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

27 3. For Mushroom Products (as defined herein):  
28

1 [California Prop 65] **WARNING:** Consuming dried mushroom and fungus  
2 products can expose you to chemicals including lead [and cadmium], which is [are] known to  
3 the State of California to cause cancer and birth defects or other reproductive harm. For more  
4 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

5 or

6 [California Prop 65] **WARNING:** Consuming dried mushroom and fungus  
7 products on these shelves can expose you to chemicals including lead and [cadmium], which  
8 is [are] known to the State of California to cause cancer and birth defects or other  
9 reproductive harm. For more information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

10  
11 4. For Rice and Rice Paper Products (as defined herein):

12 [California Prop 65] **WARNING:** Consuming rice and rice paper products can  
13 expose you to chemicals including lead [and arsenic], which is [are] known to the State of  
14 California to cause cancer and birth defects or other reproductive harm. For more  
15 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

16 or

17 [California Prop 65] **WARNING:** Consuming rice and rice paper products on  
18 these shelves can expose you to chemicals including lead [and arsenic], which is [are] known  
19 to the State of California to cause cancer and birth defects or other reproductive harm. For  
20 more information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

21 5. For Squid (as defined herein):

22 [California Prop 65] **WARNING:** Consuming dried squid products can expose  
23 you to chemicals including lead [and cadmium], which is [are] known to the State of  
24 California to cause cancer and birth defects or other reproductive harm. For more  
25 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

26 or

27 [California Prop 65] **WARNING:** Consuming dried squid products on these  
28 shelves can expose you to chemicals including lead [and cadmium], which is [are] known to

1 the State of California to cause cancer and birth defects or other reproductive harm. For more  
2 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

3 6. For Anchovies (as defined herein):

4 [California Prop 65] **WARNING:** Consuming dried anchovy products can  
5 expose you to chemicals including lead [and cadmium], which is [are] to the State of  
6 California to cause cancer and birth defects or other reproductive harm. For more  
7 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

8 or

9 [California Prop 65] **WARNING:** Consuming anchovy products on these  
10 shelves can expose you to chemicals including lead [and cadmium], which is [are] known to  
11 the State of California to cause cancer and birth defects or other reproductive harm. For more  
12 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

13 7. For Eel Products (as defined herein):

14 [California Prop 65] **WARNING:** Consuming eel products can expose you to  
15 chemicals including lead, which is [are] known to the State of California to cause cancer and  
16 birth defects or other reproductive harm. For more information, go to  
17 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

18 or

19 [California Prop 65] **WARNING:** Consuming eel products on these shelves  
20 can expose you to chemicals including lead, which is [are] known to the State of California  
21 to cause cancer and birth defects or other reproductive harm. For more information, go to  
22 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

23 8. For Pollock (as defined herein):

24 [California Prop 65] **WARNING:** Consuming pollock products can expose  
25 you to chemicals including lead, which is [are] known to the State of California to cause  
26 cancer and birth defects or other reproductive harm. For more information, go to  
27 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)  
28

1 or

2 [California Prop 65] **WARNING:** Consuming pollock products on these  
3 shelves can expose you to chemicals including lead, which is [are] known to the State of  
4 California to cause cancer and birth defects or other reproductive harm. For more  
5 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

6 9. For Seaweed Products (as defined herein):

7 [California Prop 65] **WARNING:** Consuming seaweed products including,  
8 but not limited to, seaweed, sea vegetables, and kelp, can expose you to chemicals including  
9 lead, [cadmium, and arsenic,] which is [are] known to the State of California to cause cancer  
10 and birth defects or other reproductive harm. For more information, go to  
11 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

12 or

13 [California Prop 65] **WARNING:** Consuming seaweed products including,  
14 but not limited to, seaweed, sea vegetables, and kelp, can expose you to chemicals including  
15 lead, [cadmium, and arsenic,] which is [are] known to the State of California to cause cancer  
16 and birth defects or other reproductive harm. For more information, go to  
17 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

18 10. For Sesame Products (as defined herein):

19 [California Prop 65] **WARNING:** Consuming sesame products can expose  
20 you to chemicals including lead, which is [are] known to the State of California to cause  
21 cancer and birth defects or other reproductive harm. For more information, go to  
22 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

23 or

24 [California Prop 65] **WARNING:** Consuming sesame products on these  
25 shelves can expose you to chemicals including lead, which is [are] known to the State of  
26 California to cause cancer and birth defects or other reproductive harm. For more  
27 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)  
28

1           11.     For Shrimp Paste and Shrimp Sauce Products :

2                     [California Prop 65] **WARNING:** Consuming shrimp paste and shrimp sauce  
3 products can expose you to chemicals including lead, which is [are] known to the State of  
4 California to cause cancer and birth defects or other reproductive harm. For more  
5 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

6                     or

7                     [California Prop 65] **WARNING:** Consuming shrimp paste and shrimp sauce  
8 products on these shelves can expose you to chemicals including lead, which is [are] known  
9 to the State of California to cause cancer and birth defects or other reproductive harm. For  
10 more information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

11           12.     For Fish (as defined herein):

12                     [California Prop 65] **WARNING:** Consuming fish jerky products can expose you to  
13 chemicals including lead [and cadmium], which is [are] known to the State of California to  
14 cause cancer and birth defects or other reproductive harm. For more information, go to  
15 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

16                     or

17                     [California Prop 65] **WARNING:** Consuming fish jerky products on these shelves  
18 can expose you to chemicals including lead [and cadmium], which is [are] known to the State  
19 of California to cause cancer and birth defects or other reproductive harm. For more  
20 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

21           13.     For Cinnamon (as defined herein):

22                     [California Prop 65] **WARNING:** Consuming cinnamon powder products can expose  
23 you to chemicals including lead [and cadmium], which is [are] known to the State of  
24 California to cause cancer and birth defects or other reproductive harm. For more  
25 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

26                     or

27                     [California Prop 65] **WARNING:** Consuming cinnamon powder products on these  
28

1 shelves can expose you to chemicals including lead [and cadmium], which is [are] known to  
2 the State of California to cause cancer and birth defects or other reproductive harm. For more  
3 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

4 14. For Liquorice (as defined herein):

5 [California Prop 65] **WARNING:** Consuming liquorice powder products can expose  
6 you to chemicals including lead, which is [are] known to the State of California to cause  
7 cancer and birth defects or other reproductive harm. For more information, go to  
8 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

9 or

10 [California Prop 65] **WARNING:** Consuming liquorice powder products on these  
11 shelves can expose you to chemicals including lead, which is [are] known to the State of  
12 California to cause cancer and birth defects or other reproductive harm. For more  
13 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

14 15. For Ginger (as defined herein):

15 [California Prop 65] **WARNING:** Consuming ginger products can expose you to  
16 chemicals including lead [and arsenic], which is [are] known to the State of California to  
17 cause cancer and birth defects or other reproductive harm. For more information, go to  
18 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

19 or

20 [California Prop 65] **WARNING:** Consuming ginger products on these shelves can  
21 expose you to chemicals including [and arsenic], which is [are] known to the State of  
22 California to cause cancer and birth defects or other reproductive harm. For more  
23 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

24 16. For Galangal (as defined herein):

25 [California Prop 65] **WARNING:** Consuming galangal powder products can expose  
26 you to chemicals including lead, which is [are] known to the State of California to cause  
27 cancer and birth defects or other reproductive harm. For more information, go to  
28

1 www.P65Warnings.ca.gov/food

2 or

3 [California Prop 65] **WARNING:** Consuming galangal powder products on these  
4 shelves can expose you to chemicals including lead, which is [are] known to the State of  
5 California to cause cancer and birth defects or other reproductive harm. For more  
6 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

7  
8 16. For Cutcherry (as defined herein):

9 [California Prop 65] **WARNING:** Consuming cutcherry powder products can expose  
10 you to chemicals including lead, which is [are] known to the State of California to cause  
11 cancer and birth defects or other reproductive harm. For more information, go to  
12 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

13 or

14 [California Prop 65] **WARNING:** Consuming cutcherry powder products on these  
15 shelves can expose you to chemicals including lead, which is [are] known to the State of  
16 California to cause cancer and birth defects or other reproductive harm. For more  
17 information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

18 17. The Settling Defendants can modify the retail store shelf warnings above  
19 provided that those warnings are clear and reasonable and consistent with Title 27, California  
20 Code of Regulations, § 25600, *et seq.*, as from time to time amended.