

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** Licorice (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

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

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

22
23 or

the "short-form" warning which need not be in a box:

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

27
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

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

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

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

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

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

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

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

15 and

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

21 **16. Execution and Counterparts**

22 This Consent Judgment may be executed in counterparts and by means of facsimile or
23 portable document format (PDF), which taken together shall be deemed to constitute one
24 document and have the same force and effect as original signatures. The Parties intend to be
25 bound by the signatures on the PDFs and facsimiles, are aware that third parties may rely
26 upon the PDF and facsimile signatures, and hereby waive any defenses to the enforcement of
27 the terms of this Consent Judgment based on the form of signature. The Parties agree that a
28 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 SEAWEED; 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 SEAWEED-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 “HanAsiaTM”; “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 TM”; “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; “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

12 62. On or about May 16, 2017, Plaintiff gave notice of alleged violations of Health
13 and Safety Code Section 25249.6 with Attorney General number 2017-01426 concerning
14 consumer products exposures subject to a private action to TAWA and WALONG 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 Dried Anchovies containing LEAD which includes but is not
18 limited to, “Dried Kaeri Anchovy”; “Net Wt. 2 oz. (57g)”; “ Distributed by: Arcadia Trading
19 Inc., Brooklyn, NY 11211”; “Product of Japan”; 6183490124808.
20

21 63. On or about March 9, 2016, Plaintiff gave notice of alleged violations of
22 Health and Safety Code Section 25249.6 with Attorney General number 2016-00195
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 Seaweed containing CADMIUM which includes but is not
27 limited to, Nagai's Roasted Seaweed Sushi Nori; Net Wt. 1.0 oz (28 g); 10 sheets; Product of
28 China; Exported by Nagai Nori USA, Inc.; UPC #: 0 11152 15297 4.

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

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 [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

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

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

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

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

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

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

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

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

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

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
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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7
8 17. 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

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

18 18. 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.