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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  
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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 Court’s entry of this Consent  
7 Judgment.

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  
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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,  
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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”);
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- (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 Thirty (30) Days after 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.

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

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

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

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

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

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

10  
11 or

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

16  
17 or

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

22  
23 or

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](http://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](http://www.P65Warnings.ca.gov/food)

15  
16 or

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

21  
22 or

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

27  
28 or

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

1                   www.P65Warnings.ca.gov (the symbol may be shown in black and white  
2                   instead of black and yellow.)  
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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**     Notwithstanding anything to the contrary herein, for any Covered Product  
8 where the product packaging includes "consumer information" (as defined in the Proposition  
9 65 regulations) in a language other than English, the warning must also be provided on the  
10 product packaging in that foreign language in addition to English, but otherwise, the product  
11 package warning only needs to be provided in English. For any Covered Product where the  
12 Defendant uses a warning sign to provide a Prop 65 warning which includes "consumer  
13 information" (as defined in the Prop 65 regulations) in a language other than English, the  
14 warning must also be provided in that foreign language in addition to English on the warning  
15 sign, but otherwise, when a sign does not contain consumer information in a language other  
16 than English, the warning on the warnings sign only needs to be provided in English.

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

25                   **3.6**     For any Covered Products still existing in the Defendant's inventory as of the  
26 Effective Date, Defendant shall place a Proposition 65 compliant warning on them, unless the  
27 Covered Products do not exceed their respective levels of Listed Chemicals listed in Section  
28 3.1 above.

1           **3.7**     The Parties have agreed that an essential term of this settlement is that the  
2 injunctive relief agreed to herein is a full and complete recitation of this settlement term, as  
3 enumerated above, and acceptable to both Parties such that warnings may be provided  
4 without product reformulation when the Covered Products contain levels of Lead, Arsenic,  
5 and/or Cadmium in exceedance of the levels set forth in Section 3.1.

6           **4.     Settlement Payments**

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

14                   **4.1.1   Civil Penalty:** The Settling Defendants shall be responsible for issuing  
15 checks totaling a combined amount of One Hundred and Seventy-One Thousand and Four  
16 Hundred and Forty Dollars (\$171,440.00) as civil penalties pursuant to Health & Safety Code  
17 § 25249.12:

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

24                   (b)     Separate 1099s shall be issued for each of the above payments: The  
25 Settling Defendants will issue 1099s to OEHHA, P.O. Box 4010, Sacramento, CA 95184  
26 (EIN: 68-0284486) totaling a combined amount of One Hundred and Twenty-Eight Thousand  
27 and Five Hundred and Eighty Dollars (\$128,580.00). The Settling Defendants will also issue  
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1 1099s to CAG totaling a combined amount of Forty-Two Thousand and Eight Hundred and  
2 Sixty Dollars (\$42,860.00) and deliver them to CAG c/o Yeroushalmi & Yeroushalmi, 9100  
3 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

4 **4.1.2 Additional Settlement Payments:** The Settling Defendants shall make  
5 payments totaling a combined amount of One Hundred and Twenty-Eight Thousand and Five  
6 Hundred and Sixty Dollars (\$128,560.00) by checks payable to CAG as an additional  
7 settlement payment to “Consumer Advocacy Group, Inc.” pursuant to Health & Safety Code  
8 § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). CAG will use this  
9 payment as follows: eighty percent (80%) for fees of investigation, purchasing, and testing of  
10 consumer products for Proposition 65 listed chemicals in various products, and for expert fees  
11 for evaluating exposures through various mediums including, but not limited to, consumer  
12 product, occupational, and environmental exposures to Proposition 65 listed chemicals, and  
13 the cost of hiring consulting and retaining experts who assist with the extensive scientific  
14 analysis necessary for those files in litigation, and to offset the costs of future litigation  
15 enforcing Proposition 65 but excluding attorney fees; twenty percent (20%) for administrative  
16 costs incurred during investigation and litigation to reduce the public’s exposure to  
17 Proposition 65 listed chemicals by notifying those persons and/or entities believed to be  
18 responsible for such exposures and attempting to persuade those persons and/or entities to  
19 reformulate their products or the source of exposure to completely eliminate or lower the  
20 level of Proposition 65 listed chemicals including but not limited to costs of documentation  
21 and tracking of products investigated, storage of products, website enhancement and  
22 maintenance, computer and software maintenance, investigative equipment, CAG’s  
23 member’s time for work done on investigations, office supplies, mailing supplies, and  
24 postage. Within thirty (30) days of a request from the Attorney General, CAG shall provide to  
25 the Attorney General copies of documentation demonstrating how the above funds have been  
26 spent. CAG shall be solely responsible for ensuring the proper expenditure of such additional  
27 settlement payment.  
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**4.1.3 Reimbursement of Attorney’s Fees and Costs: The Settling**

Defendants shall make payments totaling a combined amount of One Million and Two Hundred Thousand Dollars (\$1,200,000.00) payable to “Yeroushalmi & Yeroushalmi” as complete reimbursement for any and all investigation fees and costs, attorneys’ fees, expert fees, and any and all other costs and expenses incurred as a result of investigating, bringing this matter to Defendants’ attention, litigating, and negotiating a settlement in the public interest and seeking and obtaining Court approval of this Consent Judgment, as claimed by CAG.

**4.1.4** Other than the payments to OEHHA described above, all payments

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

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

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

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

1           **5.2**       CAG, on behalf of itself and in the public interest, hereby discharges the  
2 Settling Defendants, and their respective officers, directors, insurers, employees, parents,  
3 shareholders, members, managers, divisions, subdivisions, stores, subsidiaries, partners,  
4 affiliates, sister companies, commonly-owned entities, licensees, licensors, attorneys, agents,  
5 successors, and assigns (collectively, “Settling Defendant Releasees”) and all downstream  
6 distributors, downstream importers, downstream suppliers, downstream customers, retailers,  
7 and downstream entities in the distribution chain of the Covered Products to whom the  
8 Settling Defendant Releasees distributed or sold Covered Products, whether directly or  
9 indirectly, and the predecessors, successors, and assigns of any of them, and all of their  
10 respective officers, directors, insurers, employees, parents, shareholders, members, managers,  
11 divisions, subdivisions, stores, subsidiaries, partners, affiliates, sister companies, commonly-  
12 owned entities, licensees, licensors, attorneys, and agents (collectively, “Downstream  
13 Releasees”) as to Covered Products distributed or sold, whether directly or indirectly, by the  
14 Settling Defendant Releasees, for the Covered Products manufactured, imported, distributed,  
15 and/or sold in California through the Effective Date for violations of Proposition 65 based on  
16 exposures to Listed Chemicals from the Covered Products. The Settling Defendants’  
17 compliance with the terms of this Consent Judgment shall be deemed to constitute  
18 compliance with Proposition 65 regarding alleged exposures to the Listed Chemicals from the  
19 Covered Products. Nothing in this Section affects CAG’s right to commence or prosecute an  
20 action under Proposition 65 against any person other than the Settling Defendant Releasees or  
21 Downstream Releasees (collectively, the “Releasees”) after the Effective Date.

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

7           **5.4** In furtherance of and in addition to the foregoing, CAG on behalf of itself and  
8 its past and current agents, representatives, attorneys, affiliates, successors, and assigns,  
9 hereby releases, waives, and discharges any and all rights and benefits which it now has or  
10 they now have, or in the future may have, conferred upon it or them with respect to any and  
11 all claims, including, without limitation, all actions, and causes of action in law or in equity,  
12 suits, liabilities, demands, notices, obligations, damages, costs, fines, settlements, judgments,  
13 penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees,  
14 and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed, or  
15 contingent, related to exposures to Listed Chemicals from the Covered Products  
16 manufactured, imported, distributed, and/or sold by the Releasees through the Effective Date  
17 arising from any actual or alleged violations of Proposition 65, or any other statutory or  
18 common law, regarding any failure to warn about exposures to the Listed Chemicals from the  
19 Covered Products (collectively "Claims") by virtue of the provisions of California Civil Code  
20 § 1542, which provides as follows:

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

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

3 **5.5** CAG hereby represents and warrants, on behalf of itself and its past and current  
4 agents, representatives, attorneys, affiliates, successors, and assigns, that none of the rights  
5 that are released, waived, or discharged herein have been assigned to others.

6 **5.6** Nothing in this Section 5 affects CAG's right to commence or prosecute an  
7 action under Proposition 65 against any person other than the Releasees.

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

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

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

23 Any alleged violation of the terms of this Consent Judgment shall be enforced solely  
24 and exclusively hereunder and solely and exclusively by the Parties hereto. Before any Party  
25 moves to enforce the terms of this Consent Judgment, that Party shall provide written notice  
26 to the other Parties of any alleged violation, which notice shall specifically identify each  
27 Covered Product alleged to be in violation of this Consent Judgment and the Listed Chemical  
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1 for which the Covered Product is alleged to be in violation. The Parties shall thereafter  
2 cooperate in good faith in promptly exchanging relevant information concerning the alleged  
3 violation. If the alleged violation cannot be resolved within thirty (30) days of the written  
4 notice of alleged violation, any Party may move to enforce the terms of this Consent  
5 Judgment consistent with the terms hereof. The prevailing Party shall be entitled to its  
6 reasonable attorneys' fees and costs associated with any effort to enforce the Consent  
7 Judgment according to a regularly noticed motion filed with the Court.

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

9 **7.1** CAG shall file a motion seeking Court approval of this Consent Judgment  
10 pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent  
11 Judgment, CAG and the Settling Defendants waive their respective rights to a hearing, trial,  
12 or appeal on the allegations in the Notices or the Complaint.

13 **7.2** If this Consent Judgment is not approved in full by the Court:

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

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

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

25 **7.3** The Parties shall make all reasonable efforts to have the Consent Judgment  
26 approved and entered by the Court.

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

5 **7.5** Within ten (10) days of the Parties signing this Consent Judgment, CAG will  
6 withdraw all discovery motions in the action against the Settling Defendants.

7 **8. Modification of Consent Judgment**

8 **8.1** This Consent Judgment may be modified only upon written agreement of the  
9 Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion  
10 of any Party as provided by law and upon entry of a modified Consent Judgment by the  
11 Court.

12 **8.2** Any Party seeking to modify this Consent Judgment shall attempt in good faith  
13 to meet and confer with the other Parties for at least a period of thirty (30) days prior to filing  
14 a motion to modify the Consent Judgment.

15 **9. Retention of Jurisdiction**

16 **9.1** This Court shall retain jurisdiction of this matter to implement and enforce the  
17 terms of this Consent Judgment under Code of Civil Procedure § 664.6.

18 **9.2** In any proceeding brought by a Party to enforce this Consent Judgment, the  
19 prevailing Party shall be entitled to recover its reasonable attorney's fees and costs according  
20 to proof and a noticed motion filed with the Court.

21 **10. Duties Limited to California**

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

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

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

5 **12. Attorney Fees and Costs**

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

8 **13. Entire Agreement**

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

15 **14. Governing Law**

16 **14.1** The terms of this Consent Judgment, including the validity, construction,  
17 interpretation, and performance of this Consent Judgment, shall be governed by the laws of  
18 the State of California, without reference to any conflicts of law provisions of California law.

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

2           **14.3** The Parties, including their counsel, have participated in the preparation of this  
3 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties.  
4 This Consent Judgment was subject to revision and modification by the Parties and has been  
5 accepted and approved as to its final form by all Parties and their counsel. Accordingly, any  
6 uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against  
7 any Party as a result of the manner of the preparation of this Consent Judgment. Each Party to  
8 this Consent Judgment agrees that any statute or rule of construction providing that  
9 ambiguities are to be resolved against the drafting Party should not be employed in the  
10 interpretation of this Consent Judgment and, in this regard, the Parties hereby waive  
11 California Civil Code § 1654.

12 **15. Notices**

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

21           **15.2** If the notice is sent via certified or registered mail, receipt will be deemed  
22 effective three (3) Business Days after being deposited in the United States mail. If the notice  
23 is sent via overnight courier or personal delivery, receipt will be deemed effective upon  
24 delivery.

25           **15.3** By mutual consent from time to time, a Party may agree, as confirmed in an E-  
26 Mail, to receive a notice solely by E-Mail in which case the E-Mail notice will be deemed to  
27 have been given two (2) days after the date on which the E-Mail is delivered to the recipient.  
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1           **15.4** All notices will be delivered or addressed as follows, or to any persons or  
2 addresses later specified by a Party by written notice to the other Parties:

3           **If to CAG:**

4           Reuben Yeroushalmi, Esq.  
5           E-Mail: reuben@yeroshalmi.com and lawfirm@yeroshalmi.com  
6           YERUSHALMI & YERUSHALMI  
7           9100 Wilshire Boulevard, Suite 240W  
8           Beverly Hills, CA 90212  
9           Telephone: (310) 623-1926

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

11           Adrienne Lee, Esq.  
12           E-Mail: legaldept@tawa.com  
13           Tawa Services, Inc.  
14           6338 Regio Avenue  
15           Buena Park, CA 90620  
16           Telephone: (714) 670-8899

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

18           Roseann C. Stevenson, Esq.  
19           E-Mail: rcs@rcsesq.com  
20           Attorney at Law  
21           1105 Oleander Way  
22           Simi Valley, CA 93065  
23           Telephone: (805) 210-2438

24           and

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

**16. Execution and Counterparts**

            This Consent Judgment may be executed in counterparts and by means of facsimile or  
portable document format (PDF), which taken together shall be deemed to constitute one

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document and have the same force and effect as original signatures. The Parties intend to be bound by the signatures on the PDFs and facsimiles, are aware that third parties may rely upon the PDF and facsimile signatures, and hereby waive any defenses to the enforcement of the terms of this Consent Judgment based on the form of signature. The Parties agree that a true and correct copy of the signed Consent Judgment including, but not limited to a 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]**

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**AGREED TO:**

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

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

\_\_\_\_\_  
(Signature)

**NAME:** Michael Marcus

**TITLE:** Director

**AGREED TO:**

**BY: TAWA SUPERMARKET, INC.**

**DATE:** June 14, 2023

*Yu Ting Sun*  
\_\_\_\_\_  
(Signature)

**NAME:** Karen Sun

**TITLE:** Merchandising Manager

**AGREED TO:**

**BY: WALONG MARKETING, INC.**

**DATE:** June 14, 2023

*Julie Lai*  
\_\_\_\_\_  
(Signature)

**NAME:** Julie Lai

**TITLE:** Procurement Manager

**IT IS SO ORDERED.**

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

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



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**AGREED TO:**

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

**DATE:** 6/14/2023

Michael Marcus  
(Signature)

**NAME:** Michael Marcus

**TITLE:** Director

**AGREED TO:**

**BY: TAWA SUPERMARKET, INC.**

**DATE:** June 7, 2023

\_\_\_\_\_  
(Signature)

**NAME:** Karen Sun

**TITLE:** Merchandising Manager

**AGREED TO:**

**BY: WALONG MARKETING, INC.**

**DATE:** June 7, 2023

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

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

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

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

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

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

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

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

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

12 10. On or about October 14, 2015, Plaintiff gave notice of alleged violations of  
13 Health and Safety Code section 25249.6 with Attorney General number 2015-01017,  
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 Black Sesame Cake containing LEAD, which includes but is  
18 not limited to, which includes but is not limited to, “Nice Choice Black Sesame Cake; Net  
19 Wt: 3 oz (85g); HAACP & ISO 22000; Product of Taiwan; Manufacturer: HURNG FUR  
20 FOODS FACTOREY CO, LTD.; UPC #: 4 711202 221716”.

21 11. On or about November 25, 2015, Plaintiff gave notice of alleged violations of  
22 Health and Safety Code section 25249.6 with Attorney General number 2015-01204,  
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 Roasted Crispy Seaweed containing LEAD, which includes  
27 but is not limited to, which includes but is not limited to, “Wasabi Roasted Laver,  
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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 13. On or about January 11, 2016, Plaintiff gave notice of alleged violations of  
15 Health and Safety Code section 25249.6 with Attorney General number 2016-00006,  
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 Seaweed Slice containing LEAD, which includes but is  
20 not limited to, “Spring Farm” Dried Seaweed Slice, Net Wt: 1.05oz (30g) Ingredients: Dried  
21 Seaweed. 'Distributed by: Big Green (USA) Inc. UPC: 6 78452 14003 4”.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 “Product of China”.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 61. On or about May 18, 2017, Plaintiff gave notice of alleged violations of Health  
3 and Safety Code Section 25249.6 with Attorney General number 2017-01428 concerning  
4 consumer products exposures subject to a private action to TAWA and WALONG and to the  
5 California Attorney General, County District Attorneys, and City Attorneys for each city  
6 containing a population of at least 750,000 people in whose jurisdictions the violations  
7 allegedly occurred, concerning Shrimp Paste containing LEAD which includes but is not  
8 limited to, “Shrimp Paste with Soya Bean Oil”; “Gach Tom”; “Super Brand”; “Net Wt. 7 oz.  
9 (200 g.)”; “Product of Thailand”; “Distributor: IHA Beverage Commerce, CA 90040”;  
10 610232000299.  
11

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

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

5 [Language in brackets is optional]  
6

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

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

12 Or if Settling Defendants' suppliers of all bamboo shoot products that Settling  
13 Defendants offer for sale in California communicate that those bamboo shoot products  
14 should be sold with a Proposition 65 warning, and/or if Settling Defendants have testing or  
15 other specific information that demonstrates that all bamboo shoot products they offer for  
16 sale in California should be sold with a Proposition 65 warning, Settling Defendants can at  
17 their option use the retail warning sign below. After any initial determination to use the retail  
18 warning sign below (should such a determination be made), Settling Defendants shall  
19 reassess any new relevant information provided to them (if any) to determine whether that  
20 new information continues to demonstrate that a Proposition 65 warning for all bamboo  
21 shoot products they offer for sale in California should be provided, except that Settling  
22 Defendants do not need to engage in any reassessment of new information provided to them  
23 where their suppliers of all bamboo shoot products that Settling Defendants offer for sale in  
24 California have communicated that those bamboo shoot products should be sold with a  
25 Proposition 65 warning.

26 [California Proposition 65] **WARNING:** Consuming bamboo shoot products  
27 offered for sale on these shelves can expose you to chemicals including lead, which is [are]  
28

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

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

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

8 Or if Settling Defendants' suppliers of all cassava chip products that Settling  
9 Defendants offer for sale in California communicate that those cassava chip products should  
10 be sold with a Proposition 65 warning, and/or if Settling Defendants have testing or other  
11 specific information that demonstrates that all cassava chip products they offer for sale in  
12 California should be sold with a Proposition 65 warning, Settling Defendants can at their  
13 option use the retail warning sign below. After any initial determination to use the retail  
14 warning sign below (should such a determination be made), Settling Defendants shall  
15 reassess any new relevant information provided to them (if any) to determine whether that  
16 new information continues to demonstrate that a Proposition 65 warning for all cassava chip  
17 products they offer for sale in California should be provided, except that Settling Defendants  
18 do not need to engage in any reassessment of new information provided to them where their  
19 suppliers of all cassava chip products that Settling Defendants offer for sale in California  
20 have communicated that those cassava chip products should be sold with a Proposition 65  
21 warning.

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

26 3. For Mushroom Products (as defined herein):

27 [California Proposition 65] **WARNING:** Consuming [Insert Brands] dried  
28

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

5  
6 Or if Settling Defendants' suppliers of all dried mushroom and fungus  
7 products that Settling Defendants offer for sale in California communicate that those dried  
8 mushroom and fungus products should be sold with a Proposition 65 warning, and/or if  
9 Settling Defendants have testing or other specific information that demonstrates that all dried  
10 mushroom and fungus products they offer for sale in California should be sold with a  
11 Proposition 65 warning, Settling Defendants can at their option use the retail warning sign  
12 below. After any initial determination to use the retail warning sign below (should such a  
13 determination be made), Settling Defendants shall reassess any new relevant information  
14 provided to them (if any) to determine whether that new information continues to  
15 demonstrate that a Proposition 65 warning for all dried mushroom and fungus products they  
16 offer for sale in California should be provided, except that Settling Defendants do not need to  
17 engage in any reassessment of new information provided to them where their suppliers of all  
18 dried mushroom and fungus products that Settling Defendants offer for sale in California  
19 have communicated that those dried mushroom and fungus products should be sold with a  
20 Proposition 65 warning.

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

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

27 [California Proposition 65] **WARNING:** Consuming [Insert Brands] rice and  
28 rice paper products offered for sale on these shelves can expose you to chemicals including

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

4           Or if Settling Defendants' suppliers of all rice and rice paper products that  
5 Settling Defendants offer for sale in California communicate that those rice and rice paper  
6 products should be sold with a Proposition 65 warning, and/or if Settling Defendants have  
7 testing or other specific information that demonstrates that all rice and rice paper products  
8 they offer for sale in California should be sold with a Proposition 65 warning, Settling  
9 Defendants can at their option use the retail warning sign below. After any initial  
10 determination to use the retail warning sign below (should such a determination be made),  
11 Settling Defendants shall reassess any new relevant information provided to them (if any) to  
12 determine whether that new information continues to demonstrate that a Proposition 65  
13 warning for all rice and rice paper products they offer for sale in California should be  
14 provided, except that Settling Defendants do not need to engage in any reassessment of new  
15 information provided to them where their suppliers of all rice and rice paper products that  
16 Settling Defendants offer for sale in California have communicated that those rice and rice  
17 paper products should be sold with a Proposition 65 warning.

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

22  
23           5.     For Squid (as defined herein):

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

1 Or if Settling Defendants’ suppliers of all dried squid products that Settling  
2 Defendants offer for sale in California communicate that those dried squid products should  
3 be sold with a Proposition 65 warning, and/or if Settling Defendants have testing or other  
4 specific information that demonstrates that all dried squid products they offer for sale in  
5 California should be sold with a Proposition 65 warning, Settling Defendants can at their  
6 option use the retail warning sign below. After any initial determination to use the retail  
7 warning sign below (should such a determination be made), Settling Defendants shall  
8 reassess any new relevant information provided to them (if any) to determine whether that  
9 new information continues to demonstrate that a Proposition 65 warning for all dried squid  
10 products they offer for sale in California should be provided, except that Settling Defendants  
11 do not need to engage in any reassessment of new information provided to them where their  
12 suppliers of all dried squid products that Settling Defendants offer for sale in California have  
13 communicated that those dried squid products should be sold with a Proposition 65 warning.

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

18  
19 6. For Anchovies (as defined herein):

20 [California Proposition 65] **WARNING:** Consuming [Insert Brands] dried  
21 anchovy products offered for sale on these shelves can expose you to chemicals including  
22 lead [and cadmium], which is [are] known to the State of California to cause cancer and birth  
23 defects or other reproductive harm. For more information, go to  
24 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

25 Or if Settling Defendants’ suppliers of all dried anchovy products that Settling  
26 Defendants offer for sale in California communicate that those dried anchovy products  
27 should be sold with a Proposition 65 warning, and/or if Settling Defendants have testing or  
28 other specific information that demonstrates that all dried anchovy products they offer for

1 sale in California should be sold with a Proposition 65 warning, Settling Defendants can at  
2 their option use the retail warning sign below. After any initial determination to use the retail  
3 warning sign below (should such a determination be made), Settling Defendants shall  
4 reassess any new relevant information provided to them (if any) to determine whether that  
5 new information continues to demonstrate that a Proposition 65 warning for all dried  
6 anchovy products they offer for sale in California should be provided, except that Settling  
7 Defendants do not need to engage in any reassessment of new information provided to them  
8 where their suppliers of all dried anchovy products that Settling Defendants offer for sale in  
9 California have communicated that those dried anchovy products should be sold with a  
10 Proposition 65 warning.  
11

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

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

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

21 Or if Settling Defendants' suppliers of all eel products that Settling Defendants  
22 offer for sale in California communicate that those eel products should be sold with a  
23 Proposition 65 warning, and/or if Settling Defendants have testing or other specific  
24 information that demonstrates that all eel products they offer for sale in California should be  
25 sold with a Proposition 65 warning, Settling Defendants can at their option use the retail  
26 warning sign below. After any initial determination to use the retail warning sign below  
27 (should such a determination be made), Settling Defendants shall reassess any new relevant  
28 information provided to them (if any) to determine whether that new information continues

1 to demonstrate that a Proposition 65 warning for all eel products they offer for sale in  
2 California should be provided, except that Settling Defendants do not need to engage in any  
3 reassessment of new information provided to them where their suppliers of all eel products  
4 that Settling Defendants offer for sale in California have communicated that those eel  
5 products should be sold with a Proposition 65 warning.

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

10  
11 8. For Pollock (as defined herein):

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

16 Or if Settling Defendants' suppliers of all pollock products that Settling  
17 Defendants offer for sale in California communicate that those pollock products should be  
18 sold with a Proposition 65 warning, and/or if Settling Defendants have testing or other  
19 specific information that demonstrates that all pollock products they offer for sale in  
20 California should be sold with a Proposition 65 warning, Settling Defendants can at their  
21 option use the retail warning sign below. After any initial determination to use the retail  
22 warning sign below (should such a determination be made), Settling Defendants shall  
23 reassess any new relevant information provided to them (if any) to determine whether that  
24 new information continues to demonstrate that a Proposition 65 warning for all pollock  
25 products they offer for sale in California should be provided, except that Settling Defendants  
26 do not need to engage in any reassessment of new information provided to them where their  
27 suppliers of all pollock products that Settling Defendants offer for sale in California have  
28 communicated that those pollock products should be sold with a Proposition 65 warning.



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

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

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

11 Or if Settling Defendants' suppliers of all seaweed products including, but not  
12 limited to, seaweed, sea vegetables, and kelp, that Settling Defendants offer for sale in  
13 California communicate that those seaweed products including, but not limited to, seaweed,  
14 sea vegetables, and kelp, should be sold with a Proposition 65 warning, and/or if Settling  
15 Defendants have testing or other specific information that demonstrates that all seaweed  
16 products including, but not limited to, seaweed, sea vegetables, and kelp, they offer for sale  
17 in California should be sold with a Proposition 65 warning, Settling Defendants can at their  
18 option use the retail warning sign below. After any initial determination to use the retail  
19 warning sign below (should such a determination be made), Settling Defendants shall  
20 reassess any new relevant information provided to them (if any) to determine whether that  
21 new information continues to demonstrate that a Proposition 65 warning for all seaweed  
22 products including, but not limited to, seaweed, sea vegetables, and kelp, they offer for sale  
23 in California should be provided, except that Settling Defendants do not need to engage in  
24 any reassessment of new information provided to them where their suppliers of all seaweed  
25 products including, but not limited to, seaweed, sea vegetables, and kelp, that Settling  
26 Defendants offer for sale in California have communicated that those seaweed products  
27  
28

1 including, but not limited to, seaweed, sea vegetables, and kelp, should be sold with a  
2 Proposition 65 warning.

3 [California Proposition 65] **WARNING:** Consuming seaweed products  
4 including, but not limited to, seaweed, sea vegetables, and kelp, offered for sale on these  
5 shelves can expose you to chemicals including lead, [cadmium, and arsenic,] which is [are]  
6 known to the State of California to cause cancer and birth defects or other reproductive harm.  
7 For more information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food)

8  
9 10. For Sesame Products (as defined herein):

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

14 Or if Settling Defendants' suppliers of all sesame products that Settling  
15 Defendants offer for sale in California communicate that those sesame products should be  
16 sold with a Proposition 65 warning, and/or if Settling Defendants have testing or other  
17 specific information that demonstrates that all sesame products they offer for sale in  
18 California should be sold with a Proposition 65 warning, Settling Defendants can at their  
19 option use the retail warning sign below. After any initial determination to use the retail  
20 warning sign below (should such a determination be made), Settling Defendants shall  
21 reassess any new relevant information provided to them (if any) to determine whether that  
22 new information continues to demonstrate that a Proposition 65 warning for all sesame  
23 products they offer for sale in California should be provided, except that Settling Defendants  
24 do not need to engage in any reassessment of new information provided to them where their  
25 suppliers of all sesame products that Settling Defendants offer for sale in California have  
26 communicated that those sesame products should be sold with a Proposition 65 warning.

27 [California Proposition 65] **WARNING:** Consuming sesame products offered  
28 for sale on these shelves can expose you to chemicals including lead, which is [are] known to

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

3 11. For Shrimp Paste and Shrimp Sauce Products:

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

9  
10 Or if Settling Defendants' suppliers of all shrimp paste and shrimp sauce  
11 products that Settling Defendants offer for sale in California communicate that those shrimp  
12 paste and shrimp sauce products should be sold with a Proposition 65 warning, and/or if  
13 Settling Defendants have testing or other specific information that demonstrates that all  
14 shrimp paste and shrimp sauce products they offer for sale in California should be sold with a  
15 Proposition 65 warning, Settling Defendants can at their option use the retail warning sign  
16 below. After any initial determination to use the retail warning sign below (should such a  
17 determination be made), Settling Defendants shall reassess any new relevant information  
18 provided to them (if any) to determine whether that new information continues to  
19 demonstrate that a Proposition 65 warning for all shrimp paste and shrimp sauce products  
20 they offer for sale in California should be provided, except that Settling Defendants do not  
21 need to engage in any reassessment of new information provided to them where their  
22 suppliers of all shrimp paste and shrimp sauce products that Settling Defendants offer for  
23 sale in California have communicated that those shrimp paste and shrimp sauce products  
24 should be sold with a Proposition 65 warning.

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

1           12.    For Fish (as defined herein):

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

6                   Or if Settling Defendants’ suppliers of all fish jerky products that Settling  
7 Defendants offer for sale in California communicate that those fish jerky products should be  
8 sold with a Proposition 65 warning, and/or if Settling Defendants have testing or other  
9 specific information that demonstrates that all fish jerky products they offer for sale in  
10 California should be sold with a Proposition 65 warning, Settling Defendants can at their  
11 option use the retail warning sign below. After any initial determination to use the retail  
12 warning sign below (should such a determination be made), Settling Defendants shall  
13 reassess any new relevant information provided to them (if any) to determine whether that  
14 new information continues to demonstrate that a Proposition 65 warning for all fish jerky  
15 products they offer for sale in California should be provided, except that Settling Defendants  
16 do not need to engage in any reassessment of new information provided to them where their  
17 suppliers of all fish jerky products that Settling Defendants offer for sale in California have  
18 communicated that those fish jerky products should be sold with a Proposition 65 warning.

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

23           13.    For Cinnamon (as defined herein):

24                   [California Proposition 65] **WARNING:** Consuming [Insert Brands]  
25 cinnamon powder products offered for sale on these shelves can expose you to chemicals  
26 including lead [and cadmium], 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](http://www.P65Warnings.ca.gov/food)

2           Or if Settling Defendants’ suppliers of all cinnamon powder products that  
3 Settling Defendants offer for sale in California communicate that those cinnamon powder  
4 products should be sold with a Proposition 65 warning, and/or if Settling Defendants have  
5 testing or other specific information that demonstrates that all cinnamon powder products  
6 they offer for sale in California should be sold with a Proposition 65 warning, Settling  
7 Defendants can at their option use the retail warning sign below. After any initial  
8 determination to use the retail warning sign below (should such a determination be made),  
9 Settling Defendants shall reassess any new relevant information provided to them (if any) to  
10 determine whether that new information continues to demonstrate that a Proposition 65  
11 warning for all cinnamon powder products they offer for sale in California should be  
12 provided, except that Settling Defendants do not need to engage in any reassessment of new  
13 information provided to them where their suppliers of all cinnamon powder products that  
14 Settling Defendants offer for sale in California have communicated that those cinnamon  
15 powder products should be sold with a Proposition 65 warning.

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

21           14. For Liquorice (as defined herein):

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

26           Or if Settling Defendants’ suppliers of all liquorice powder products that  
27 Settling Defendants offer for sale in California communicate that those liquorice powder  
28 products should be sold with a Proposition 65 warning, and/or if Settling Defendants have

1 testing or other specific information that demonstrates that all liquorice powder products they  
2 offer for sale in California should be sold with a Proposition 65 warning, Settling Defendants  
3 can at their option use the retail warning sign below. After any initial determination to use  
4 the retail warning sign below (should such a determination be made), Settling Defendants  
5 shall reassess any new relevant information provided to them (if any) to determine whether  
6 that new information continues to demonstrate that a Proposition 65 warning for all liquorice  
7 powder products they offer for sale in California should be provided, except that Settling  
8 Defendants do not need to engage in any reassessment of new information provided to them  
9 where their suppliers of all liquorice powder products that Settling Defendants offer for sale  
10 in California have communicated that those liquorice powder products should be sold with a  
11 Proposition 65 warning.  
12

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

17 15. For Ginger (as defined herein):

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

22 Or if Settling Defendants' suppliers of all ginger products that Settling  
23 Defendants offer for sale in California communicate that those ginger products should be  
24 sold with a Proposition 65 warning, and/or if Settling Defendants have testing or other  
25 specific information that demonstrates that all ginger products they offer for sale in  
26 California should be sold with a Proposition 65 warning, Settling Defendants can at their  
27 option use the retail warning sign below. After any initial determination to use the retail  
28 warning sign below (should such a determination be made), Settling Defendants shall

1 reassess any new relevant information provided to them (if any) to determine whether that  
2 new information continues to demonstrate that a Proposition 65 warning for all ginger  
3 products they offer for sale in California should be provided, except that Settling Defendants  
4 do not need to engage in any reassessment of new information provided to them where their  
5 suppliers of all ginger products that Settling Defendants offer for sale in California have  
6 communicated that those ginger products should be sold with a Proposition 65 warning.  
7

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

12 16. For Galangal (as defined herein):

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

17 Or if Settling Defendants' suppliers of all galangal powder products that  
18 Settling Defendants offer for sale in California communicate that those galangal powder  
19 products should be sold with a Proposition 65 warning, and/or if Settling Defendants have  
20 testing or other specific information that demonstrates that all galangal powder products they  
21 offer for sale in California should be sold with a Proposition 65 warning, Settling Defendants  
22 can at their option use the retail warning sign below. After any initial determination to use  
23 the retail warning sign below (should such a determination be made), Settling Defendants  
24 shall reassess any new relevant information provided to them (if any) to determine whether  
25 that new information continues to demonstrate that a Proposition 65 warning for all galangal  
26 powder products they offer for sale in California should be provided, except that Settling  
27 Defendants do not need to engage in any reassessment of new information provided to them  
28 where their suppliers of all galangal powder products that Settling Defendants offer for sale

1 in California have communicated that those galangal powder products should be sold with a  
2 Proposition 65 warning.

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

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

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

13 Or if Settling Defendants' suppliers of all cutcherry powder products that  
14 Settling Defendants offer for sale in California communicate that those cutcherry powder  
15 products should be sold with a Proposition 65 warning, and/or if Settling Defendants have  
16 testing or other specific information that demonstrates that all cutcherry powder products  
17 they offer for sale in California should be sold with a Proposition 65 warning, Settling  
18 Defendants can at their option use the retail warning sign below. After any initial  
19 determination to use the retail warning sign below (should such a determination be made),  
20 Settling Defendants shall reassess any new relevant information provided to them (if any) to  
21 determine whether that new information continues to demonstrate that a Proposition 65  
22 warning for all cutcherry powder products they offer for sale in California should be  
23 provided, except that Settling Defendants do not need to engage in any reassessment of new  
24 information provided to them where their suppliers of all cutcherry powder products that  
25 Settling Defendants offer for sale in California have communicated that those cutcherry  
26 powder products should be sold with a Proposition 65 warning.

27 [California Proposition 65] **WARNING:** Consuming cutcherry powder  
28 products offered for sale on these shelves can expose you to chemicals including lead, which



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

3           18. The Settling Defendants may also use any specific safe-harbor warning  
4 content and method set forth in Title 27, California Code of Regulations, § 25600, *et seq.*, as  
5 amended effective as of August 30, 2018, and subsequently thereafter. The Settling  
6 Defendants may add supplemental information to any safe-harbor warning to the extent that  
7 it identifies the source of the exposure or provides information on how to avoid or reduce  
8 exposure to the identified chemical or chemicals.  
9