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11 Attorneys for Plaintiff
12 WHITNEY R. LEEMAN, PH.D.

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF SAN FRANCISCO

15 UNLIMITED CIVIL JURISDICTION

16 WHITNEY R. LEEMAN, PH.D.,

17 Plaintiff,

18 v.

19 STARBUCKS CORPORATION, *et al.*,

20 Defendants.

Case No. CGC-16-555322

**CONSENT JUDGMENT AS TO
SETTLING DEFENDANTS ANHING
CORPORATION; DAVIDSTEA USA,
INC.; FAMILY FOODS
INTERNATIONAL, INC.; FRONTIER
COOPERATIVE; GRANUM,
INCORPORATED.; HARRIS TEA
COMPANY, LLC; HOCEAN INC.;
INTERNATIONAL COFFEE & TEA,
LLC; INTERNATIONAL TEA
IMPORTERS INCORPORATED;
ROCKMAN COMPANY(U.S.A.), INC.;
STARBUCKS CORPORATION;
STARWAY INC.; TEN REN TEA CO. OF
SAN FRANCISCO, LTD.; TWININGS
NORTH AMERICA, INC.; UNCLE
LEE'S TEA, INC.; WEI-CHUAN U.S.A.,
INC.; WILLIAMS-SONOMA INC.;
WINNERMAN INTERNATIONAL, INC;
and YAMAMOTO OF ORIENT**

(Health & Safety Code § 25249.6 *et seq.*, and
Code Civ. Proc. § 664.6)

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment is entered into by and between plaintiff WHITNEY R. LEEMAN,
4 PH.D. (“Plaintiff”) on the one hand, and settling defendants ANHING CORPORATION;
5 DAVIDSTEAM USA, INC.; FAMILY FOODS INTERNATIONAL, INC.; FRONTIER
6 COOPERATIVE; GRANUM, INCORPORATED; HARRIS TEA COMPANY, LLC; HOCEAN
7 INC.; INTERNATIONAL COFFEE & TEA, LLC; INTERNATIONAL TEA IMPORTERS
8 INCORPORATED; ROCKMAN COMPANY(U.S.A.), INC.; STARBUCKS CORPORATION;
9 STARWAY INC.; TEN REN TEA CO. OF SAN FRANCISCO, LTD.; TWININGS NORTH
10 AMERICA, INC.; UNCLE LEE’S TEA, INC.; WEI-CHUAN U.S.A., INC.; WILLIAMS-SONOMA
11 INC.; WINNERMAN INTERNATIONAL, INC; and YAMAMOTO OF ORIENT, as further
12 identified on each Settling Defendant’s Exhibit A attached hereto (collectively referred to herein as
13 “Settling Defendants”) on the other hand, with Plaintiff and the Settling Defendants collectively
14 referred to as the “Parties.”

15 **1.2 Plaintiff**

16 Plaintiff is an individual residing in California who seeks to promote awareness of exposures
17 to toxic chemicals, and to improve human health by reducing or eliminating hazardous substances
18 contained in consumer products.

19 **1.3 Settling Defendant**

20 Each Settling Defendant employs ten or more individuals and is a “person in the course of
21 doing business” for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health
22 and Safety Code section 25249.6 *et seq.* (“Proposition 65”).

23 **1.4 General Allegations**

24 Plaintiff alleges that each Settling Defendant sells or distributes for sale in California teas
25 containing lead, and that they each do so without providing the warning required by Proposition 65.
26 Lead is listed pursuant to Proposition 65 as a chemical known to the State of California to cause birth
27 defects or other reproductive harm.
28

1 **1.5 Covered Products**

2 For purposes of this Consent Judgment, “Covered Products” are all teas (including herbal and
3 non-herbal), as further defined and/or identified on each Settling Defendant’s Exhibit A, that are sold
4 and marketed in California by Settling Defendants and are covered by Plaintiff’s Notice(s) of
5 Violation.

6 **1.6 Notices of Violation**

7 Plaintiff served each Settling Defendant, the California Attorney General, and all other
8 requisite public enforcement agencies with their respective 60-Day Notices of Violation (“Notices”).
9 The Notices allege that each Settling Defendant violated Proposition 65 by failing to warn its
10 customers and consumers in California that consumption of Settling Defendants Covered Products
11 can cause an exposure to lead. No public enforcer has commenced nor is diligently prosecuting an
12 action to enforce the violations alleged in the Notices.

13 **1.7 Complaint**

14 On November 10, 2016, Plaintiff filed the instant action. On December 6, 2016, Plaintiff
15 filed a first amended complaint, and on January 23, 2017, Plaintiff filed a Doe Amendment to First
16 Amended Complaint, naming seven Doe defendants. Thereafter, Plaintiff filed a [Second] Amended
17 Complaint (“Complaint”), the operative pleading in the action. Upon the Court’s entry of this
18 Consent Judgment the Complaint shall, as to the Settling Defendants who are Parties to this Consent
19 Judgment, be deemed amended *nunc pro tunc* to encompass all Covered Products.

20 **1.8 Mediation**

21 The Parties, in an effort to avoid protracted and costly litigation, elected to mediate this case
22 before the Hon. James L. Warren (Ret.) in JAMS’ San Francisco office. The mediation process
23 lasted approximately two months. After hundreds of attorney hours invested by multiple Parties and
24 the exchange of information between the Parties and with Judge Warren, the Parties agreed to the
25 terms and conditions of this proposed Consent Judgment, which proposal is a direct result of the
26 mediation process overseen by Judge Warren.

1 **1.9 No Admission**

2 Each Settling Defendant denies the material, factual, and legal allegations made in its
3 respective Notice(s) and Complaint, and maintains that all of the products it has sold or distributed
4 for sale in California, including the Covered Products, have been, and are, in compliance with all
5 laws and are safe. Nothing in this Consent Judgment shall be construed as an admission by any
6 Settling Defendant of any fact, finding, conclusion, issue of law, or violation of law, nor shall
7 compliance with this Consent Judgment constitute or be construed as an admission by any Settling
8 Defendant of any fact, finding, conclusion, issue of law, or violation of law, the same being
9 specifically denied by each of the Settling Defendants. This Section shall not, however, diminish or
10 otherwise affect any of the Settling Defendants’ obligations, responsibilities, and duties under this
11 Consent Judgment.

12 **1.10 Jurisdiction**

13 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
14 jurisdiction over each Settling Defendant as to the allegations in the Complaint, that venue is proper
15 in the County of San Francisco, and that the Court has jurisdiction to enter and enforce the provisions
16 of this Consent Judgment pursuant to Proposition 65 and Code of Civil Procedure section 664.6.

17 **1.11 Effective Date**

18 For purposes of this Consent Judgment, the term “Effective Date” means the date on which
19 the motion for approval of this Consent Judgment is granted by the Court, including the date of any
20 unopposed tentative ruling granting the approval motion.

21 **2. INJUNCTIVE RELIEF**

22 **2.1 Lead Standards**

23 Commencing on the Effective Date and continuing thereafter, unless the Covered Product is
24 offered for sale with a clear and reasonable warning pursuant to Section 2.4, below, Settling
25 Defendants shall not import, manufacture, or sell in or into California, any Covered Product unless
26 either: (1) the brewed tea of such Covered Product does not exceed ten (10) parts per billion
27 (micrograms/liter) of lead when brewed in accordance with Section 2.2 (Brewed Tea Standard); or
28 (2) the dried leaves of such Covered Product do not exceed six (6) parts per million

1 (milligrams/kilograms) before brewing pursuant to the protocol specified under Section 2.3 (Dried
2 Tea Standard).

3 **2.2 Brewing Protocol**

4 For purposes of compliance with the Brewed Tea Standard of Section 2.1, teas shall be
5 brewed either in accordance with the brewing instructions provided to the consumer or preparer by
6 the seller or Settling Defendant, or by placing one prepackaged tea bag, or for loose leaf teas, two
7 grams of dried tea leaves, in 200 milliliters (mL) of boiling ultra-pure water, steeping for five minutes
8 and, after five minutes, decanting a representative sample of the resulting infusion for analysis. Lead
9 content shall be analyzed according to U.S. Environmental Protection Agency (EPA) testing
10 methodology 6020 using inductively coupled plasma mass spectrometry (ICP-MS).

11 **2.3 Dried Tea Protocol**

12 For purposes of compliance with the Dried Tea Standard of Section 2.1, dried leaves shall be
13 prepared using a scientifically validated preparation method and analyzed according to EPA testing
14 methodology 6020 using ICP-MS, or alternative methodologies utilized by federal or state agencies
15 for the purpose of determining lead content in a solid substance.

16 **2.4 Warnings**

17 Commencing on the Effective Date and continuing thereafter, those Covered Products sold,
18 offered for sale, or distributed for sale in California by any Settling Defendant that do not meet either
19 the Brewed Tea Standard or the Dried Tea Standard established by Section 2.1, above, shall be
20 accompanied by a clear and reasonable warning. Such warning shall be prominently placed in
21 relation to the Covered Product with such conspicuousness when compared with other words,
22 statements, designs, or devices as to render it likely to be read and understood by an ordinary
23 individual under customary conditions of purchase or use. A clear warning specified in this section
24 shall be deemed reasonable if transmitted in accordance with Title 27, Article 6 of the California
25 Code of Regulations §§ 25602 or 25607.1. For purposes of this Consent Judgment, the following
26 warning statement shall be deemed clear:
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1 **WARNING:** Consuming this product can expose you to chemicals
2 including lead, which are known to the State of California
3 to cause birth defects or other reproductive harm. For
4 more information go to www.P65Warnings.ca.gov/food

4 **3. ENFORCEMENT**

5 **3.1 First Notice of Breach**

6 To allege a violation of this Consent Judgment, Plaintiff shall provide written notice to the
7 Settling Defendant in accordance with this section (“Notice of Breach”). The Notice of Breach shall
8 include: (a) a declaration that the specific Covered Product alleged to be in violation of the Consent
9 Judgment was purchased in California and tested in excess of the Brewed or Dried Tea Standard
10 within three months of the Notice of Breach and that no warning was provided for the specific
11 Covered Product; (b) any and all test results that support the allegation that the Covered Product
12 violates this Consent Judgment; (c) copies of (i) relevant purchase information for the allegedly
13 violating Covered Product; (ii) images of the packaging or labeling of the allegedly violating Covered
14 Product showing the SKU, UPC, Lot, and/or Batch number(s), if any; and (iii) all other test results
15 conducted on the same Covered Product performed within three months of the Notice of Breach.
16 Upon receipt of the Notice of Breach, the Settling Defendant and Plaintiff shall meet and confer for
17 not less than thirty days in an effort to resolve the alleged violation informally. During this time,
18 Plaintiff shall not file any motion, application, action, or pleading regarding the violation(s) alleged in
19 the Notice of Breach.

20 The Settling Defendant may rebut the Notice of Breach and demonstrate compliance with the
21 Consent Judgment by: (1) showing that the average of all verified lead test results performed on the
22 Covered Product it collected within three months of the Notice of Breach, complies with either the
23 Brewed Tea Standard or the Dried Tea Standard; or (2) providing the most recent certificate of
24 analysis or other proof, from the Settling Defendant or its supplier of the Covered Product in
25 question, as evidence that the Covered Product meets either the Brewed Tea Standard or the Dried
26 Tea Standard. The Settling Defendant may use either the Brewed Tea Standard or the Dried Tea
27 Standard to rebut the Notice or Breach regardless of which lead standard(s) the Plaintiff relied on to
28 support the Notice of Breach.

1 If Settling Defendant cannot demonstrate compliance within ninety (90) days of receiving
2 Plaintiff's Notice of Breach, it must pay a stipulated civil penalty of \$2,500 to be allocated according
3 to Section 4.1.

4 **3.2 Subsequent Notice(s) of Breach**

5 If Defendant rebuts Plaintiff's first Notice of Breach and demonstrates compliance, a
6 subsequent Notice of Breach on the same specific Covered Product shall be deemed to be a First
7 Notice of Breach, subject to the same procedures, showings and penalties set forth in Section 3.1.

8 To allege a subsequent or additional violation of this Consent Judgment by the same Settling
9 Defendant, Plaintiff must follow the procedures set forth in Section 3.1. The Settling Defendant may
10 rebut the subsequent Notice(s) of Breach and demonstrate compliance with the Consent Judgment
11 following the procedures set forth in Section 3.1, except that if the Settling Defendant rebutted a first
12 Notice of Breach by providing a certificate of analysis or other proof from the supplier(s) of the
13 Covered Product in question, it may not respond to any subsequent or additional Notice of Breach
14 issued on the same Covered Product more than six months after the first Notice of Breach by relying
15 on a certificate of analysis or other proof from the same supplier for the same Covered Product.
16 Instead, to demonstrate compliance, the Settling Defendant must show compliance with either the
17 Brewed Tea Standard or the Dried Tea Standard in subsequent Notices of Breach on the same
18 Covered Product, using the testing protocols set forth in Section 2.2, 2.3 and/or 3.1 of this Consent
19 Judgment.

20 If Settling Defendant cannot rebut the subsequent Notice of Breach and demonstrate
21 compliance within ninety (90) days of receiving Plaintiff's subsequent Notice(s) of Breach, it must
22 pay a stipulated civil penalty of \$5,000 for the second, and each subsequent, Notice of Breach as to
23 which it cannot demonstrate compliance.

24 Absent agreement to the contrary, the Parties shall maintain the confidentiality of test results
25 exchanged among them pursuant to this Section 3, whether as regards a First Notice of Breach or a
26 Subsequent Notice of Breach, except to the extent that disclosure is required in an enforcement action
27 or is otherwise required by law.
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1 **4. MONETARY TERMS**

2 **4.1 Civil Penalty Payments**

3 Pursuant to Health and Safety Code section 25249.7(b), and in settlement of all claims
4 referred to in the Notices, Complaint, and this Consent Judgment, each Settling Defendant agrees to
5 pay the civil penalties specified in that Settling Defendant’s Exhibit A attached hereto. Settling
6 Defendant’s civil penalty payments will be allocated according to Health and Safety Code section
7 25249.12(c)(1) and (d), with seventy-five percent (75%) of each penalty paid to the California Office
8 of Environmental Health Hazard Assessment (“OEHHA”), and the remaining twenty-five percent
9 (25%) of each penalty payment retained by Plaintiff. Plaintiff’s counsel shall be responsible for
10 delivering OEHHA’s portion of any civil penalty paid under this Consent Judgment. Each Settling
11 Defendant’s civil penalty payment shall be made payable by one check to OEHHA and the second to
12 the Chanler Group in trust for Whitney Leeman

13 **4.2 Reimbursement of Attorneys’ Fees and Costs**

14 The Parties acknowledge that Plaintiff and her counsel offered to resolve this dispute without
15 reaching terms on the fees and costs to be reimbursed to them, thereby leaving the issue to be
16 resolved after the material terms of this Consent Judgment had been settled. Shortly after the other
17 settlement terms had been finalized, the Parties negotiated the compensation due to Plaintiff and her
18 counsel under general contract principles and the private attorney general doctrine codified at
19 California Code of Civil Procedure section 1021.5 for all work performed through the mutual
20 execution of this Consent Judgment, and through court approval of the same, but exclusive of fees
21 and costs on appeal, if any. Each Settling Defendant more specifically agrees upon the Court’s
22 approval and entry of this Consent Judgment, to pay Plaintiff’s counsel the amount of fees and costs
23 indicated on the Settling Defendant’s Exhibit A by check made payable to “The Chanler Group” for
24 all fees and costs incurred investigating, bringing this matter to the Settling Defendant’s attention,
25 litigating, and negotiating a settlement in the public interest for that Settling Defendant, and obtaining
26 entry of this Consent Judgment by the court.
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1 **4.3 Payment Timing; Payments Held in Trust**

2 All payments due under this Consent Judgment shall be held in trust by each Settling
3 Defendant’s counsel until the Court approves the Parties’ settlement. Absent an agreement to the
4 contrary which is acceptable to Plaintiff, each Settling Defendant shall deliver its civil penalty and
5 attorneys’ fee reimbursement payments to its counsel within fifteen (15) days of the date that this
6 Consent Judgment is fully executed. Each Settling Defendant’s counsel shall provide Plaintiff’s
7 counsel with written notice confirming its receipt of the settlement funds. Thereafter, Settling
8 Defendant’s counsel shall hold the settlement funds in trust, and disburse the funds to Plaintiff’s
9 counsel within five (5) business days following the Effective Date.

10 **4.4 Payment Address**

11 All payments required by this Consent Judgment shall be delivered to:

12 The Chanler Group
13 Attn: Proposition 65 Controller
14 2560 Ninth Street
15 Parker Plaza, Suite 214
16 Berkeley, CA 94710

17 **5. CLAIMS COVERED AND RELEASED**

18 **5.1 Plaintiff’s Public Release of Proposition 65 Claims**

19 Plaintiff, acting on her own behalf and in the public interest, and on behalf of her past and
20 current agents, representatives, attorneys, successors, and assignees hereby completely releases and
21 forever discharges each Settling Defendant and each of its past, present and future officers,
22 directors, stockholders, attorneys, agents, insurers, servants, representatives, employees, parents,
23 subsidiaries, affiliates, partners, predecessors, subrogees, successors in interest and assigns
24 (“Releasees”), and each entity to whom each Settling Defendant directly or indirectly distributes or
25 sells the Covered Products including, but not limited to, the Settling Defendant’s downstream
26 distributors, wholesalers, customers, retailers, franchisees, cooperative members, licensors, and
27 licensees (“Downstream Releasees”), based on the alleged or actual failure to warn about exposures
28 to lead in Covered Products imported, manufactured, sold, or distributed for sale or consumption by
the Settling Defendant before the Effective Date, as set forth in the Settling Defendant’s respective
Notice(s). Compliance with the terms of this Consent Judgment by a Settling Defendant constitutes

1 compliance with Proposition 65 with respect to exposures to lead in that Settling Defendant's
2 Covered Products after the Effective Date.

3 **5.2 Plaintiff's Individual Release of Claims**

4 Plaintiff, in her individual capacity only and *not* in her representative capacity, on her own
5 behalf and on behalf of her past and current agents, representatives, attorneys, successors, and
6 assignees, also provides a release to each Settling Defendant, and each Settling Defendant's
7 Releasees, and Downstream Releasees which shall be effective as a full and final accord and
8 satisfaction, as a bar to all suits, actions, and causes of action in law or in equity, obligations, costs,
9 expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of any nature, character or
10 kind, whether known or unknown, suspected or unsuspected, arising out of alleged or actual
11 exposures to lead in Covered Products imported, manufactured, sold, or distributed for sale by each
12 Settling Defendant before the Effective Date.

13 **5.3 Defendant's Release of Plaintiff**

14 Each Settling Defendant, on its own behalf, and on behalf of its past and current agents,
15 representatives, attorneys, successors, and assignees, hereby waives any and all claims against
16 Plaintiff and her attorneys and other representatives, for any and all actions taken or statements
17 made by Plaintiff and her attorneys and other representatives, whether in the course of investigating
18 claims, seeking to enforce Proposition 65 against the Settling Defendant in this matter, or with
19 respect to the Covered Products.

20 **6. COURT APPROVAL**

21 This Consent Judgment is not effective until it is approved and entered by the Court, and shall
22 be null and void if it is not approved and entered within one year after it has been fully executed by
23 the Parties, or by such additional time to which the Parties may agree in writing.

24 **7. SEVERABILITY**

25 If, subsequent to the Court's approval and entry of this Consent Judgment as a judgment, any
26 provision is held by a court to be unenforceable, the validity of the remaining provisions shall not be
27 adversely affected.

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1 **8. MUTUAL DRAFTING**

2 This Consent Judgment contains the sole and entire agreement and understanding of the
3 Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations,
4 commitments, or understandings related thereto, if any, are hereby merged herein. The Parties,
5 including their counsel, have participated in the preparation of this Consent Judgment and this
6 Consent Judgment is the result of the joint efforts of the Parties. This Consent Judgment was subject
7 to revision and modification by the Parties and has been accepted and approved as to its final form by
8 all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent
9 Judgment shall not be interpreted against any Party as a result of the manner of the preparation of this
10 Consent Judgment. Each Party to this Consent Judgment agrees that any statute or rule of
11 construction providing that ambiguities are to be resolved against the drafting Party should not be
12 employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive
13 California Civil Code § 1654.

14 **9. GOVERNING LAW**

15 The terms of this Consent Judgment shall be governed by the laws of the state of California
16 and apply within the state of California. In the event that Proposition 65 is repealed, or is otherwise
17 rendered inapplicable by reason of law generally or as to a Settling Defendant’s Covered Products,
18 then the Settling Defendant may provide written notice to Plaintiff of any asserted change in the law,
19 and shall have no further injunctive obligations pursuant to this Consent Judgment with respect to,
20 and to the extent that, the Settling Defendant’s Covered Products are so affected.

21 **10. NOTICE**

22 Unless specified herein, all correspondence and notice required to be provided pursuant to this
23 Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered or
24 certified mail, return receipt requested; or (iii) overnight courier to any party by the other party at the
25 following addresses:
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1 For Plaintiffs:

2 The Chanler Group
3 Attn: Proposition 65 Controller
4 2560 Ninth Street
5 Parker Plaza, Suite 214
6 Berkeley, CA 94710

7 For Settling Defendants:

8 At the address shown for each Settling Defendant on its Exhibit A.

9 Any Party may, from time to time, specify in writing to the other a change of address to which all
10 notices and other communications shall be sent.

11 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

12 This Consent Judgment may be executed in counterparts and by facsimile signature, each of
13 which shall be deemed an original, and all of which, when taken together, shall constitute one and the
14 same document.

15 **12. POST EXECUTION ACTIVITIES**

16 Plaintiff agrees to comply with the reporting form requirements referenced in Health and
17 Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety
18 Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement,
19 which Plaintiff shall draft and file. In furtherance of obtaining such approval, the Parties agree to
20 mutually employ their best efforts, and those of their counsel, to support the entry of this agreement
21 as a judgment, and to obtain judicial approval of this settlement in a timely manner. For purposes of
22 this section, "best efforts" shall require mutual support of all of the terms of this agreement with the
23 exception of plaintiff's attorneys fees and costs which Plaintiff shall support, including supporting the
24 motion for approval, responding to any opposition or objection any third-party may lodge or file, and
25 appearing at the hearing before the Court if so requested.

26 **13. MODIFICATION**

27 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and
28 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or application
of any Party, and the entry of a modified consent judgment thereon by the Court.

1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
3 have read, understand, and agree to all of the terms and conditions contained herein.

4
5 **AGREED TO:**

AGREED TO:

6 Date: 6/15/2017

Date: _____

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8 By: 
9 WHITNEY E. LEEMAN, PH.D.

By: _____

For Settling Defendant: _____

Name (print): _____

Its (title): _____

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14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.

AGREED TO:

AGREED TO:

Date: _____

Date: June 7, 2017

By: _____
WHITNEY R. LEEMAN, PH.D.

By: Daigau

For Settling Defendant: ANHING CORP

Name (print): DA YAU

Its (title): President

1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
3 have read, understand, and agree to all of the terms and conditions contained herein.

4
5 **AGREED TO:**

6 Date: _____

7
8 By: _____
9 WHITNEY R. LEEMAN, PH.D.

AGREED TO:

6 Date: June 13, 2017

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8 By: Joel Silver

9 For Settling Defendant: DAVIDSIEA (USA) Inc.

10 Name (print): Joel Silver

11 Its (title): President & CEO

12
13 and.

14 By: HTL

15 Name: Howard Taftler

16 Its (title): Chief Accounting
17 Officer.

1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
3 have read, understand, and agree to all of the terms and conditions contained herein.

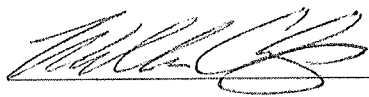
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5 **AGREED TO:**

6 Date: _____

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8 By: _____
9 WHITNEY R. LEEMAN, PH.D.

AGREED TO:

6 Date: 6/7/17

8 By:  _____

9 For Settling Defendant: Family Foods Intl

10 Name (print): William Chang

11 Its (title): Vice President

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14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.


AGREED TO:

Date: _____

By: _____
WHITNEY R. LEEMAN, PH.D.

AGREED TO:

Date: 6/6/17

By: 

For Settling Defendant: Frontier Co-op

Name (print): TONY BENEDETO

Its (title): CEO

1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
3 have read, understand, and agree to all of the terms and conditions contained herein.


4
5 **AGREED TO:**

6 Date: _____

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8 By: _____
9 WHITNEY R. LEEMAN, PH.D.

AGREED TO:

6 Date: 6/3/17

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8 By: 
9 For Settling Defendant: Granum, Inc.
10 Name (print): Raymond Lacorte
11 Its (title): Sr. Vice President
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14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.

AGREED TO:

AGREED TO:

Date: _____

Date: 8 June 2017

By: _____
WHITNEY R. LEEMAN, PH.D.

By: Eileen Lauth

For Settling Defendant: Harris Tea Company LLC

Name (print): Eileen Lauth

Its (title): Vice President, Quality Assurance Regulatory Affairs

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14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.

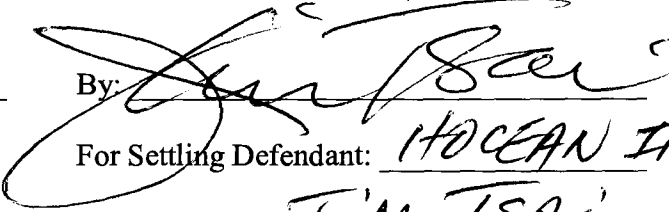
AGREED TO:

AGREED TO:

Date: _____

Date: JUNE 5, 2017

By: _____
WHITNEY R. LEEMAN, PH.D.

By: 
For Settling Defendant: OCEAN INC.
Name (print): JIM TSAI
Its (title): PRESIDENT

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14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.

AGREED TO:

AGREED TO:

Date: _____

Date: JUNE 5, 2017

By: _____
WHITNEY R. LEEMAN, PH.D.

By: 

For Settling Defendant: INTERNATIONAL COFFEE & TEA, LLC

Name (print): DAN SIMON

Its (title): GENERAL COUNSEL

1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
3 have read, understand, and agree to all of the terms and conditions contained herein.

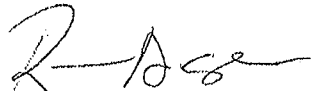
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5 **AGREED TO:**

AGREED TO:

6 Date: _____

Date: Jun 6, 2017

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8 By: _____
9 WHITNEY R. LEEMAN, PH.D.

By: 
For Settling Defendant: International Tea Importers, Inc.

Name (print): Reena Shah

Its (title): OWNER

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14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.

AGREED TO:

AGREED TO:

Date: _____

Date: 6-6-2017

By: _____
WHITNEY R. LEEMAN, PH.D.

By:  _____

For Settling Defendant: ROCKMAN CO. (USA) INC.

Name (print): PAUL TIN

Its (title): VICE GENERAL MANAGER

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14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.

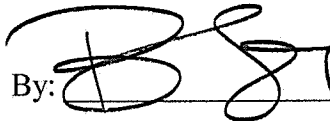
AGREED TO:

Date: _____

By: _____
WHITNEY R. LEEMAN, PH.D.

AGREED TO:

Date: 6.9.17

By:  _____

For Settling Defendant: Starbucks Corp.

Name (print): Bernard Acoca

Its (title): Senior Vice President

1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
3 have read, understand, and agree to all of the terms and conditions contained herein.

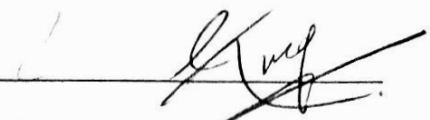
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5 **AGREED TO:**

AGREED TO:

6 Date: _____

6 Date: June 7, 2017

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8 By: _____

8 By:  _____

9 WHITNEY R. LEEMAN, PH.D.

9 For Settling Defendant: Starway Inc.

10 Name (print): TONY NG

11 Its (title): SECRETARY

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14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.

AGREED TO:

AGREED TO:

Date: _____

Date: 6/6/2017

By: _____

By: 

WHITNEY R. LEEMAN, PH.D.

For Settling Defendant: Ten Ren Tea Co. of SF

Name (print): Henry Lii

Its (title): President

1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
3 have read, understand, and agree to all of the terms and conditions contained herein.

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5 **AGREED TO:**

6 Date: _____

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8 By: _____
9 WHITNEY R. LEEMAN, PH.D.

AGREED TO:

6 Date: June 7, 2017

7
8 By: Daniel Martin

9 For Settling Defendant: WINNINGS No. AMERICA,
10 INC.

11 Name (print): DAN MARTIN

12 Its (title): PRESIDENT



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1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
3 have read, understand, and agree to all of the terms and conditions contained herein.

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5 **AGREED TO:**

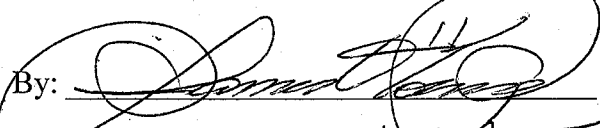
6 Date: _____

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8 By: _____

9 WHITNEY R. LEEMAN, PH.D.

AGREED TO:

6 Date: JUN-7-2017

8 By: 

9 For Settling Defendant: Unite Lee's Tea Inc.

10 Name (print): JAMES O'YOUNG

11 Its (title): Senior Vice President

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14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.

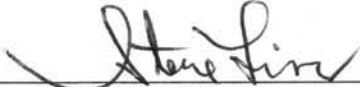
AGREED TO:

AGREED TO:

Date: _____

Date: 6/6/2017

By: _____

By: 

WHITNEY R. LEEMAN, PH.D.

For Settling Defendant: WEI CHUAN USA, INC.

Name (print): STEVE LIN

Its (title): PRESIDENT

1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
3 have read, understand, and agree to all of the terms and conditions contained herein.

4
5 **AGREED TO:**

AGREED TO:

6 Date: _____

Date: June 5, 2017

7
8 By: _____
9 WHITNEY R. LEEMAN, PH.D.

By:  _____

For Settling Defendant: Williams-Sonoma, Inc.

Name (print): Danielle M. Hohos

Its (title): Vice-President, Assoc. Gen. Counsel

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1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
3 have read, understand, and agree to all of the terms and conditions contained herein.

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5 **AGREED TO:**

AGREED TO:

6 Date: _____

6 Date: 6/6/17

7
8 By: _____
9 WHITNEY R. LEEMAN, PH.D.

8 By:  _____

9 For Settling Defendant: WINNERAM INTL

10 Name (print): MERVIN LEI

11 Its (title): OWNER

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1 **14. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment and acknowledge that they
3 have read, understand, and agree to all of the terms and conditions contained herein.

4
5 **AGREED TO:**

AGREED TO:

6 Date: _____

Date: June 7, 2017

7
8 By: _____
9 WHITNEY R. LEEMAN, PH.D.

By:  _____

For Settling Defendant: Yamamoto of Orient, Inc.

Name (print): Shoichiro Akiyama

Its (title): Chief Financial Officer

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EXHIBIT A

I. Name of Settling Defendant: ANHING CORPORATION

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to: Dried Teas (Loose Leaf and Bagged) / Lungfung Brand Oolong Tea, CN0045, UPC #0 80736 11894 1, herbal jasmine tea, chrysanthemum tea, as well as other flavored tea and herbal tea beverages.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$ 875 payable to “Whitney R. Leeman, Client Trust Account”;

\$2,625 payable to “OEHHA”; and

\$16,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Dai Yau
President, Anhing Corporation
2550 Pellissier Place
City of Industry, CA 90601

James Robert Maxwell
Rogers Joseph O'Donnell
311 California Street
San Francisco, CA 94104

EXHIBIT A

I. Name of Settling Defendant: DAVIDSTEAM USA, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

Examples of such Covered Products include, but are not limited to the following:

DAVISsTEA Lapsang Souchong Star

III. Payments: The Settling Defendant shall pay a total of \$39,000 as follows:

\$ 1,750 payable to “Whitney R. Leeman, Client Trust Account”;

\$ 5,250 payable to “OEHHA”; and

\$ 32,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Nathalie Rolland
Director, Legal
Corporate Secretary
DAVIDsTEA
5430 Ferrier
Mount Royal, Quebec H4P 1M2
Canada

Anthony J. Cortez
Greg Sperla
Greenberg Traurig, LLP
1201 K Street, Suite 1100
Sacramento, CA 95814

EXHIBIT A

I. Name of Settling Defendant: FAMILY FOODS INTERNATIONAL, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to, Family Organic Oolong Tea, UPC #0 46872 11206 9, as well as other flavored tea and herbal tea beverages.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$875 payable to “Whitney R. Leeman, Client Trust Account”;

\$2,625 payable to “OEHHA”; and

\$16,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

William Chang
Family Foods International, Inc.
6801 De Bie Drive
Paramount, CA 90723

James Robert Maxwell
Rogers Joseph O'Donnell
311 California Street
San Francisco, CA 94104

EXHIBIT A

I. Name of Settling Defendant: FRONTIER COOPERATIVE

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to Se Chung Special Oolong Tea.

III. Payments: The Settling Defendant shall pay a total of \$39,000 as follows:

\$1,750 payable to “Whitney R. Leeman, Client Trust Account”;

\$5,250 payable to “OEHHA”; and

\$32,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Ravin Donald, PhD
Frontier Cooperative
3021 78th Street
Norway, IA 52318

Peg Carew Toledo
Peg Carew Toledo, Law Corporation
3001 Douglas Blvd., Suite 340
Roseville, CA 95661

EXHIBIT A

I. Name of Settling Defendant: GRANUM, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

Examples of such Covered Products include, but are not limited to the following:

Choice Organic Teas, Oolong Tea Organic Oolong

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$ 875 payable to “Whitney R. Leeman, Client Trust Account”;

\$ 2,625 payable to “OEHHA”; and

\$ 16,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Ray Lacorte
Granum, Inc.
600 S. Brandon Street
Seattle, WA 98108

Anthony J. Cortez
Greg Sperla
Greenberg Traurig, LLP
1201 K Street, Suite 1100
Sacramento, CA 95814

EXHIBIT A

I. Name of Settling Defendant: HARRIS TEA COMPANY LLC

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

Examples of such Covered Products include, but are not limited to the following:

Premium Quality Teas Pacific Coast Selections Hibiscus Caffeine Free Herbal Tea

III. Payments: The Settling Defendant shall pay a total of \$39,000 as follows:

\$ 1,750 payable to “Whitney R. Leeman, Client Trust Account”;

\$ 5,250 payable to “OEHHA”; and

\$ 32,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Eileen Lauth
Vice President, Quality Assurance and
Regulatory Affairs
Harris Tea Company
1267 Cobb Industrial Dr.
Marietta, GA 30066

Anthony J. Cortez
Greg Sperla
Greenberg Traurig, LLP
1201 K Street, Suite 1100
Sacramento, CA 95814

EXHIBIT A

I. Name of Settling Defendant: HOCEAN INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

Examples of such Covered Products include, but are not limited to Oolong Tea.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$875 payable to “Whitney R. Leeman, Client Trust Account”;

\$2,625 payable to “OEHHA”; and

\$16,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Jim Tsai, President
Hocean Inc.
2444 Saybrook Avenue
Commerce, CA 90040

Peg Carew Toledo
Peg Carew Toledo, Law Corporation
3001 Douglas Blvd., Suite 340
Roseville, CA 95661

EXHIBIT A

I. Name of Settling Defendant: INTERNATIONAL COFFEE & TEA, LLC

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to the following: loose leaf teas (e.g, Chai Loose Leaf (tin), Earl Grey (bulk)); tea sachets or bags (e.g., African Sunrise T-bag, Decaf Green T-Bag Bulk); K-cups (e.g., CBTL Moroccan Mint Tea Capsules); Tea and iced tea packs (e.g., Orchard Peach Iced Tea Pouch Bulk); matchas (e.g., hot tea latte Matcha); hot, iced and/or handcrafted teas for consumption on or off the sale premises (e.g., hot brewed tea, hot tea latte, *Iced Blended*® teas, iced teas, iced tea lattes); and bottled or boxed teas, whether ready to drink or concentrated.

III. Payments: The Settling Defendant shall pay a total of \$58,500 as follows:

\$ 2,625 payable to “Whitney R. Leeman, Client Trust Account”;

\$ 7,875 payable to “OEHHA”; and

\$ 48,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Dan Simon
International Coffee & Tea, LLC
5700 Wilshire Blvd., Suite 120
Los Angeles, CA 90036

Michèle Corash
Morrison & Foerster
425 Market Street
San Francisco, CA 94133

EXHIBIT A

I. Name of Settling Defendant: INTERNATIONAL TEA IMPORTERS, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to: Dried Oolong Teas / Chado Fujian Dark Oolong, Assam Tropical Breeze, Chamomile, as well as other flavored tea and herbal tea beverages for consumption on or off the sale premises.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$ 875 payable to “Whitney R. Leeman, Client Trust Account”;

\$ 2,625 payable to “OEHHA”; and

\$16,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Bhavin Shah
COO & CFO
International Tea Importers
2140 Davie Avenue
Commerce, CA 90040

James Robert Maxwell
Rogers Joseph O’Donnell
311 California Street
San Francisco, CA 94104

EXHIBIT A

I. Name of Settling Defendant: ROCKMAN COMPANY (U.S.A.), INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to Chinese Tea Chaozhou Oolong Tea.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$875 payable to “Whitney R. Leeman, Client Trust Account”;

\$2,625 payable to “OEHHA”; and

\$16,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Vincent Luu, CEO
Rockman Company (U.S.A.), Inc.
12011 Smith Avenue
Santa Fe Springs, CA 90670

Peg Carew Toledo
Peg Carew Toledo, Law Corporation
3001 Douglas Blvd., Suite 340
Roseville, CA 95661

1
2 **EXHIBIT A**
3

4 I. Name of Settling Defendant: STARBUCKS CORPORATION
5

6 II. Covered Products Applicable to Settling Defendant:

7 The term Covered Products referenced in Section 1.5 and used in this Consent Judgment
8 means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made
9 from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of
10 both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets,
11 filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted
12 or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).
13 Examples of such Covered Products include, but are not limited to the following: loose leaf
14 teas (e.g, Teavana Yunnan Golden Pu-erh Tea); tea sachets or filter bags (e.g., Teavana Jade
15 Citrus Mint Full Leaf Tea, Tazo Russion Twilight Black Tea; Tazo Calm Chamomile; Tazo
16 Awake English Breakfast); packaged or boxed prepared teas (e.g., Teavana Iced Passion
17 Tango Pitcher Pack); matchas (e.g., Teavana Matcha Japanese Green Tea); concentrates (e.g.,
18 Tazo Chai Classic Latte Black Tea Concentrate); Tea and iced tea packs (e.g., Teavana Happy
19 Hour Iced Tea Sampler; Tazo Iced Passion Herbal Tea); Maté teas (e.g., Teavana Samurai
20 Chai Maté, Tazo Cocoa Mint Maté Tea); ready-to-drink and/or bottled teas (e.g., Tazo
21 Organic Himalayan Black Tea; Teavana Mango Black Tea Glass Bottle; Tazo Iced Passion
22 Bottled Tea); K-cups (e.g., Tazo Chai Classic Latte K-Cup Pods); and handcrafted teas for
23 consumption on or off the sale premises (e.g., Chai Latte, Green Tea Latte, Teavana Mango
24 Black Tea Lemonade, Teavana Shaken Iced Passion Tango Tea Lemonade).
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26 III. Payments: The Settling Defendant shall pay a total of \$58,500 as follows:

27 \$ 2,625 payable to “Whitney R. Leeman, Client Trust Account”;

28 \$ 7,875 payable to “OEHHA”; and

\$ 48,000 payable to “The Chanler Group.”

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IV. Person(s) to receive Notices pursuant to Section 9:

Gloria Hong
corporate counsel
Starbucks Corporation
2401 Utah Avenue S., Suite 800, MS: LA-1
Seattle WA 98134-1431

Michèle Corash
Morrison & Foerster
425 Market Street
San Francisco, CA 94133

EXHIBIT A

I. Name of Settling Defendant: STARWAY INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to High Mountain OoLong Tea.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$875 payable to “Whitney R. Leeman, Client Trust Account”;

\$2,625 payable to “OEHHA”; and

\$16,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Mr. Yaotang Kuang
Starway Inc.
137 Grattan Street
Brooklyn, NY 11237

Peg Carew Toledo
Peg Carew Toledo, Law Corporation
3001 Douglas Blvd., Suite 340
Roseville, CA 95661

1
2 **EXHIBIT A**
3

4 I. Name of Settling Defendant: TEN REN TEA CO. OF SAN FRANCISCO, LTD.

5 II. Covered Products Applicable to Settling Defendant:

6 The term Covered Products referenced in Section 1.5 and used in this Consent Judgment
7 means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made
8 from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of
9 both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets,
10 filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted
11 or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

12 Examples of such Covered Products include, but are not limited to the following:

13 Ten Ren's Tea Gunpowder Green

14 III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

15 \$ 875 payable to "Whitney R. Leeman, Client Trust Account";

16 \$ 2,625 payable to "OEHHA"; and

17 \$ 16,000 payable to "The Chanler Group."

18 IV. Person(s) to receive Notices pursuant to Section 9:

19 Henry Lii
20 Ten Ren Tea Co. of San Francisco, Ltd.
21 417 Eccles Ave.
22 South San Francisco, CA 94080

23 Anthony J. Cortez
24 Greg Sperla
25 Greenberg Traurig, LLP
26 1201 K Street, Suite 1100
27 Sacramento, CA 95814
28

EXHIBIT A

I. Name of Settling Defendant: TWININGS NORTH AMERICA, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, leaves, stems, seeds, nuts, roots, bark, wood and resin or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

III. Payments: The Settling Defendant shall pay a total of \$58,500 as follows:

\$ 2,625 payable to “Whitney R. Leeman, Client Trust Account”;

\$ 7,875 payable to “OEHHA”; and

\$ 48,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Benita Kichler
Sr. Corporate Counsel
Twinings North America, Inc.
Tel: 901-381-3293
Email: bkichler@abfamericas.com

With a copy to

William F. Tarantino
Morrison & Foerster LLP
425 Market Street, Suite 3500
San Francisco, CA 94103

EXHIBIT A

1
2
3 I. Name of Settling Defendant: UNCLE LEE’S TEA, INC.

4 II. Covered Products Applicable to Settling Defendant:

5 The term Covered Products referenced in Section 1.5 and used in this Consent Judgment
6 means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made
7 from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of
8 both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets,
9 filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted
10 or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

11 Examples of such Covered Products include, but are not limited to the following:

12 Imperial Organic Oolong Tea

13 III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

14 \$ 875 payable to “Whitney R. Leeman, Client Trust Account”;

15 \$ 2,625 payable to “OEHHA”; and

16 \$ 16,000 payable to “The Chanler Group.”

17 IV. Person(s) to receive Notices pursuant to Section 9:

18 James O’Young
19 Uncle Lee’s Tea Inc.
20 11020 East Rush Street
El Monte, CA 91733

21 Anthony J. Cortez
22 Greg Sperla
23 Greenberg Traurig, LLP
1201 K Street, Suite 1100
Sacramento, CA 95814

EXHIBIT A

I. Name of Settling Defendant: WEI-CHUAN U.S.A., INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

Examples of such Covered Products include, but are not limited to Oolong Tea.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$875 payable to “Whitney R. Leeman, Client Trust Account”;

\$2,625 payable to “OEHHA”; and

\$16,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Steve Lin, President
Wei-Chuan U.S.A., Inc.
6655 South Garfield Avenue
Bell Gardens, CA 90201

Peg Carew Toledo
Peg Carew Toledo, Law Corporation
3001 Douglas Blvd., Suite 340
Roseville, CA 95661

EXHIBIT A

I. Name of Settling Defendant: WILLIAMS-SONOMA, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.).

Examples of such Covered Products include, but are not limited to: Packaged Dried Jasmine Green Teas / Packaged Dried Goji Black Teas / Williams-Sonoma Custom Tea Blend Set, Model #5721761, SKU #2091254 and #2093045, Williams-Sonoma Organic Tea Roasted Black Tea, SKU #2090546, as well as other flavored tea and herbal tea beverages for consumption on or off the sale premises.

III. Payments: The Settling Defendant shall pay a total of \$39,000 as follows:

\$1,750 payable to “Whitney R. Leeman, Client Trust Account”;

\$5,250 payable to “OEHHA”; and

\$32,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Danielle Hohos
Associate General Counsel
Williams-Sonoma, Inc.
100 North Point Street
San Francisco, CA 94133

James Robert Maxwell
Rogers Joseph O'Donnell
311 California Street
San Francisco, CA 94104

EXHIBIT A

I. Name of Settling Defendant: WINNERAM INTERNATIONAL, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to: Dried Oolong Teas / Green Fresh Brand Oolong Tea, UPC #0 25225 03136 3, as well as other flavored tea and herbal tea beverages.

III. Payments: The Settling Defendant shall pay a total of \$19,500 as follows:

\$875 payable to “Whitney R. Leeman, Client Trust Account”;

\$2,625 payable to “OEHHA”; and

\$16,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Mervin Lei
Winneram International, Inc.
1860 Tyler Avenue
S. El Monte, CA 91733

James Robert Maxwell
Rogers Joseph O'Donnell
311 California Street
San Francisco, CA 94104

EXHIBIT A

I. Name of Settling Defendant: YAMAMOTO OF ORIENT, INC.

II. Covered Products Applicable to Settling Defendant:

The term Covered Products referenced in Section 1.5 and used in this Consent Judgment means beverages made from leaves of the *Camellia Sinensis* plant, tisanes or infusions (made from dried or fresh herbs, fruit, spices, flowers, or other plant material), or combinations of both. Teas include dried Teas (including loose-leaf Teas and dried Teas provided in sachets, filtered bags, or pods for single-serve beverage brewers), brewed Teas, as well as handcrafted or blended beverages based on Tea (such as tea with lemon, milk, iced tea, herbal tea, etc.). Examples of such Covered Products include, but are not limited to: Dried Teas (Loose Leaf and Bagged) / Dynasty 100% Natural Oolong Tea, UPC #0 11152 01921 5; Packaged Dried Oolong Teas / YamaMotoYama Oolong Tea, #0 73469 30131 5, Chai Spice, as well as other flavored tea and herbal tea beverages for consumption on or off the sale premises..

III. Payments: The Settling Defendant shall pay a total of \$39,000 as follows:

\$1,750 payable to “Whitney R. Leeman, Client Trust Account”;

\$5,250 payable to “OEHHA”; and

\$32,000 payable to “The Chanler Group.”

IV. Person(s) to receive Notices pursuant to Section 9:

Daniel Goldstein
Yamamoto of Orient, Inc.
122 Voyager Street
Pomona, CA 91768

James Robert Maxwell
Rogers Joseph O’Donnell
311 California Street
San Francisco, CA 94104