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5 Attorneys for Plaintiff,
CONSUMER ADVOCACY GROUP, INC.

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **COUNTY OF ALAMEDA**

8 CONSUMER ADVOCACY GROUP, INC.,
in the public interest,

9 Plaintiff,

10 v.

11 WHOLE FOODS MARKET CALIFORNIA,
INC., *et al.*
12 Defendants.

13 CONSUMER ADVOCACY GROUP, INC.,
in the public interest,

14 Plaintiff,

15 v.

16 WHOLE FOODS MARKET CALIFORNIA,
INC., *et al.*
17 Defendants.

CASE NO. RG19006870
[Consolidated with RG21094630]

CONSENT JUDGMENT [PROPOSED]

Health & Safety Code § 25249.5 *et seq.*

18
19 **1. INTRODUCTION**

20 1.1 This Consent Judgment is entered into by and between plaintiff, CONSUMER
ADVOCACY GROUP, INC. (referred to as "CAG") acting on behalf of itself and in the interest

1 of the public, and defendant, WHOLE FOODS MARKET CALIFORNIA, INC., AND MRS.
2 GOOCH'S NATURAL FOOD MARKETS, INC., (hereinafter referred to as "Defendants"), with
each a Party to the action collectively referred to as "Parties."

3 **1.2 Defendant and Products**

4 1.2.1 CAG alleges that Defendants are Corporations which employ ten or more
5 persons. CAG further alleges that Defendant distribute and sell the following to consumers in
6 California: Seaweed identified as (i) "SEASNAX;" "STRANGELY ADDICTIVE!;"
7 "ORGANIC SEAWEED;" "ALGUES BIOLOGIQUE;" "VEGAN VEGETALIEN;" "RAW
8 CRU;" "NET WT. 28G (1.0 OZ);" "PRODUCT OF KOREA;"
9 "SS-RAW;" "7 28028 02323 7;" (ii) "The Original Seasnax"; "Strangely Addictive!™"; "6 pack
10 30g/1.8oz (6x 5g/0.18oz)"; "1 5 g (0.18 oz) G&G"; "Vegan"; "Olive oil 100%"; "UPC 7 28028
11 02318 3"; (iii) "The Original Seasnax"; "Strangely Addictive!™"; "Organic Premium Roasted
12 Seaweed Snack"; "Seasnax 5 Large Sheets"; "Net Wt. 0.54oz (15g)"; "Vegan"; "Olive oil 100%";
13 "UPC 7 28028 01220 0"; (iv) " Seasnax ® Strangely Addictive!™"; "Organic Seaweed";
14 "Vegan"; "Raw"; "Paleo Friendly"; "Certified Kosher"; "Net Wt 28g (1.0oz)"; "SS-Raw UPC 7
15 28028 02323 7;" (v) "Classic Olive"; "Family 4-Pack"; "Vegan Gluten Free"; "The Original
Seasnax Strangely Addictive!™"; "Organic Premium Roasted Seaweed Made With Extra Virgin
Olive Oil"; "Contains 20 large Sheets (4 Packs of 5)"; "Net Wt 2.16 oz (60g)"; "SSCLASS-4PK
UPC 7 28028 01221 7;" and (vi) "Seavegi Seaweed Salad Mix"; "Net Wt. 0.9 oz (25g); "SV-
SALAD"; "UPC 6 09722 79850."

16 1.2.2 Seaweed is collectively referred to as the "Covered Products". Covered
17 Products are limited to the Seaweed sold by Whole Foods Market California Inc. and Mrs. Gooch's
Natural Market, only.

18 1.2.3 For purposes of this Consent Judgment, Defendants are deemed a person in
19 the course of doing business in California and are subject to the provisions of the Safe Drinking
20 Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq.
("Proposition 65").

21 **1.3 Chemicals of Concern**

1 1.3.1 Lead and Lead Compounds (hereinafter “Lead”) are known to the State of
2 California to cause cancer and birth defects or other reproductive harm.

3 1.3.2 Cadmium and Cadmium Compounds (hereinafter “Cadmium” or
4 “cadmium”) are known to the State of California to cause birth defects or other reproductive harm.

5 1.3.2 Inorganic Arsenic Oxides (hereinafter “Arsenic”) is known to the State of
6 California to cause birth defects or other reproductive harm.

7 **1.4 Notices of Violation**

8 1.4.1 On or about August 22, 2018, CAG served a “60-Day Notice of Intent to
9 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2018-
10 01519) (“Notice 1”) that provided Defendant with notice of alleged violations of Health & Safety
11 Code § 25249.6 for failing to warn individuals in California of exposures to Cadmium contained
12 in seaweed sold and/or distributed by Defendant. No other public enforcer has commenced or
13 diligently prosecuted the allegations set forth in the Notice.

14 1.4.2 On or about September 2, 2020, CAG served “60-Day Notice of Intent to
15 Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2020-
16 02264) (“Notice 2”) that provided Defendant with notice of alleged violations of Health & Safety
17 Code § 25249.6 for failing to warn individuals in California of exposures to Lead and Cadmium
18 contained in Seaweed sold and/or distributed by Defendant. No other public enforcer has
19 commenced or diligently prosecuted the allegations set forth in the Notice.

20 1.4.3 On or about October 16, 2020, CAG served “60-Day Notice of Intent to Sue
21 for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2020-02768)
22 (“Notice 3”) that provided Defendant with notice of alleged violations of Health & Safety Code §
23 25249.6 for failing to warn individuals in California of exposures to Lead, Arsenic and Cadmium
24 contained in Seaweed sold and/or distributed by Defendant. No other public enforcer has
25 commenced or diligently prosecuted the allegations set forth in the Notice.

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1.4.4 On or about April 23, 2021, CAG served “60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2021-00944) (“Notice 4”) that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead, and Cadmium contained in Seaweed sold and/or distributed by Defendant. No other public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

1.4.5 On or about June 11, 2021, CAG served “60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2021-01441) (“Notice 5”) that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead, Arsenic and Cadmium contained in Seaweed sold and/or distributed by Defendant. No other public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

1.4.6 On or about June 11, 2021, CAG served “60-Day Notice of Intent to Sue for Violation of the Safe Drinking Water and Toxic Enforcement Act of 1986” (AG# 2021-01442) (“Notice 6”) that provided Defendant with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn individuals in California of exposures to Lead, and Cadmium contained in Seaweed sold and/or distributed by Defendant. No other public enforcer has commenced or diligently prosecuted the allegations set forth in the Notice.

1.4.3 Notice 1, Notice 2, Notice 3, Notice 4, Notice 5, and Notice 6 are collectively referred to as the “Notices”.

1.5 Complaints

1.5.1 On February 14, 2019, CAG filed a complaint for civil penalties and injunctive relief (hereinafter “Complaint”) in Alameda County Superior Court, Case No. RG19006870 against Defendant Whole Foods Market California, Inc. The Complaint alleges, among other things, that Defendant violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Cadmium from Covered Products.

1 1.5.2 On April 7 2021, CAG filed a complaint for civil penalties and injunctive
2 relief (hereinafter “Consolidated Complaint”) in Alameda County Superior Court, Case No.
3 RG21094630 against Defendant Whole Foods Market California, Inc and Mrs. Gooch’s Natural
4 Food Markets, Inc. The Consolidated Complaint alleges, among other things, that Defendant
5 violated Proposition 65 by failing to give clear and reasonable warnings of exposure to Lead,
6 Cadmium, and Arsenic from Covered Products.

6 1.5.3 On April 27, 2022, CAG filed a First Amended Complaint for civil penalties
7 and injunctive relief (hereinafter “FAC”) in Alameda County Superior Court, to amend in claims
8 from the consolidated complaint into the present action. The FAC alleges, among other things, that
9 Defendant violated Proposition 65 by failing to give clear and reasonable warnings of exposure to
10 Lead, Cadmium and Arsenic from Covered Products.

10 **1.6 Consent to Jurisdiction**

11 1.6.1 For purposes of this Consent Judgment, the Parties stipulate that this Court
12 has jurisdiction over the allegations of violations contained in the Complaints and personal
13 jurisdiction over Defendants as to the acts alleged in the Complaints, that venue is proper in the
14 County of Alameda and that this Court has jurisdiction to enter this Consent Judgment as a full
15 settlement and resolution of the allegations contained in the Complaints and of all claims which
16 were or could have been raised by any person or entity based in whole or in part, directly or
17 indirectly, on the facts alleged therein or arising therefrom or related thereto.

16 **1.7 No Admission**

17 1.7.1 This Consent Judgment resolves claims that are denied and disputed. The
18 Parties enter into this Consent Judgment pursuant to a full and final settlement of any and all claims
19 between the Parties for the purpose of avoiding prolonged litigation. Nothing in this Consent
20 Judgment shall be construed as an admission by the Parties of any material allegation of the
21 Complaints (each and every allegation of which Defendant denies), any fact, conclusion of law,
issue of law or violation of law, including without limitation, any admission concerning any

1 violation of Proposition 65 or any other statutory, regulatory, common law, or equitable doctrine,
2 or the meaning of the terms “knowingly and intentionally expose” or “clear and reasonable
3 warning” as used in Health and Safety Code section 25249.6. Nothing in this Consent Judgment,
4 nor compliance with its terms, shall constitute or be construed as an admission by the Parties of
5 any fact, conclusion of law, issue of law, or violation of law, or of fault, wrongdoing, or liability
6 by any Defendant, their officers, directors, members, employees, or parent, subsidiary or affiliated
7 corporations, or be offered or admitted as evidence in any administrative or judicial proceeding or
8 litigation in any court, agency, or forum. Furthermore, nothing in this Consent Judgment shall
9 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
10 other or future legal proceeding, except as expressly provided in this Consent Judgment.

9 **2. DEFINITIONS**

10 2.1 “Covered Products” means products as defined in Paragraph 1.2.1 that are
11 imported, sold, offered for sale, marketed, distributed, and/or supplied by Defendants.

12 2.2 “Effective Date” means the date that this Consent Judgment is approved by the
13 Court.

13 2.3 “Lead” means Lead and Lead Compounds.

14 2.4 “Arsenic” means Inorganic Arsenic Oxides.

15 2.5 “Cadmium” means Cadmium and Cadmium Compounds.

16 2.6 “Listed Chemicals” means: Lead, Cadmium, and Arsenic

17 2.7 “Notices” means Notices of Violation as defined in Paragraph 1.4.3.

18 **3. INJUNCTIVE RELIEF / REFORMULATION / CLEAR AND REASONABLE**
19 **WARNINGS.**

20 3.1 After the Effective Date, Defendant shall not sell in California, offer for sale in
21 California, any Covered Products unless the level of Lead , Cadmium, and Arsenic do not exceed
the levels (“reformulation level(s)”) specified below unless Proposition 65 compliant warnings are
displayed as set forth in the following paragraphs.

3.1.1 Level of Lead, in Seaweed: 75 parts per billion (“ppb”),

1 3.1.2 Level of Cadmium in Seaweed: 85 ppb, and

2 3.1.3 Level of Inorganic Arsenic Oxides in Seaweed: 15 ppb.

3 3.2 For any Covered Products that exceed their respective reformulation levels of
 4 Listed Chemicals that are manufactured for distribution and/or sale into California after the
 5 Effective Date, Defendant must provide a Proposition 65 compliant warning for cancer and
 6 reproductive toxicity for the Covered Products as permitted by Proposition 65 and its
 7 implementing regulations. The language of the warnings and method for providing any warnings
 8 for the Covered Products shall be compliant with Title 27, California Code of Regulations, §
 9 25600, *et seq* and Title 27, California Code of Regulations, § 25607.2. Any warning provided
 10 pursuant to this section shall be affixed to the packaging of, or directly on, the Covered Products,
 11 and be prominently placed with such conspicuousness as compared with other words, statements,
 12 designs, or devices as to render it likely to be read and understood by an ordinary individual under
 13 customary conditions before purchase or use. The warning must be set off from other surrounding
 14 information, enclosed in a box. Where the packaging of the Covered Product or a sign referring to
 15 the Covered Product includes consumer information as defined by California Code of Regulations
 16 title 27 §25600.1(c) in a language other than English, the warning must also be provided in that
 17 language in addition to English. Should Defendant sell any Covered Product through the internet,
 18 the warning will be posted in the manner provided for with respect to internet sales, as provided
 19 for in 27 CCR sections 25601 and 25602, as they may be subsequently amended, for sales to
 20 consumers in California.

21 3.3 Changes in the law and regulations applicable to Proposition 65, including changes
 resulting from federal and/or state court rulings, occurring after this date may be incorporated into
 the terms of this Consent Judgment, pursuant to the modification provisions set forth in Section 7.

18 **4. SETTLEMENT PAYMENT**

19 4.1 **Payment and Due Date:** Within thirty (30) days of the Effective date,
 20 Defendants shall pay a total of two hundred thousand dollars (\$200,000) in full and complete
 21 settlement of all monetary claims by CAG related to the Notices, as follows:

1 **4.1.1 Civil Penalty:** Defendants shall issue separate checks totaling eleven
 2 thousand four hundred and thirty-six dollars (\$11,436.00) as penalties pursuant to Health & Safety
 Code § 25249.12:

3 (a) Defendant will issue a check made payable to the State of California’s
 4 Office of Environmental Health Hazard Assessment (“OEHHA”) in the amount of eight thousand
 5 five hundred and seventy-seven dollars (\$8,577) representing 75% of the total penalty and
 6 Defendant will issue a separate check to CAG in the amount of two thousand eight hundred and
 fifty-nine dollars (\$2,859.00) representing 25% of the total penalty; and

7 (b) Separate 1099s shall be issued for each of the above payments:
 8 Defendant will issue a 1099 to OEHHA, P.O. Box 4010, Sacramento, CA 95812-4010 (EIN: 68-
 9 0284486). Defendant will also issue a 1099 to CAG c/o Yeroushalmi & Yeroushalmi, 9100
 Wilshire Boulevard, Suite 240W, Beverly Hills, California 90212.

10 **4.1.2 Additional Settlement Payments:** Defendant shall make a separate
 11 payment, in the amount of eight thousand five hundred and sixty-four dollars (\$8,564.00) as an
 12 additional settlement payment to “Consumer Advocacy Group, Inc.” pursuant to Health & Safety
 13 Code § 25249.7(b) and California Code of Regulations, Title 11 § 3203(d). Defendant will issue
 14 a separate check to CAG for the Additional Settlement Payment. CAG will use this payment as
 15 follows, eighty percent (80%) for fees of investigation, purchasing and testing for Proposition 65
 16 listed chemicals in various products, and for expert fees for evaluating exposures through various
 17 mediums, including but not limited to consumer product, occupational, and environmental
 18 exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining experts
 19 who assist with the extensive scientific analysis necessary for those files in litigation and to offset
 20 the costs of future litigation enforcing Proposition 65 but excluding attorney fees; twenty percent
 (20%) for administrative costs incurred during investigation and litigation to reduce the public’s
 exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to
 be responsible for such exposures and attempting to persuade those persons and/or entities to

1 reformulate their products or the source of exposure to completely eliminate or lower the level of
2 Proposition 65 listed chemicals including but not limited to costs of documentation and tracking
3 of products investigated, storage of products, website enhancement and maintenance, computer
4 and software maintenance, investigative equipment, CAG’s member’s time for work done on
5 investigations, office supplies, mailing supplies and postage. Within 30 days of a request from the
6 Attorney General, CAG shall provide to the Attorney General copies of documentation
7 demonstrating how the above funds have been spent. CAG shall be solely responsible for ensuring
8 the proper expenditure of such additional settlement payment.

9 4.1.3 **Reimbursement of Attorney’s Fees and Costs:** Defendant shall pay one
10 hundred and eighty thousand dollars (\$180,000.00) to “Yeroushalmi & Yeroushalmi” as
11 reimbursement for reasonable investigation fees and costs, attorneys’ fees, and any other costs
12 incurred as a result of investigating, bringing this matter to Defendant’s attention, litigating, and
13 negotiating a settlement in the public interest.

14 4.2 Other than the payment to OEHHA described above, all payments referenced in
15 paragraphs 4.1.1, 4.1.2, and 4.1.3 above, shall be delivered to: Reuben Yeroushalmi, Yeroushalmi
16 & Yeroushalmi, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212. The payment to
17 OEHHA shall be delivered to Office of Environmental Health Hazard Assessment, Attn: Mike
18 Gyurics, 1001 I Street, Mail Stop 12-B, Sacramento, California 95812. Concurrently with
19 payment to OEHHA, Defendant shall provide CAG with written confirmation that the payment to
20 OEHHA was delivered.

21 **5. MATTERS COVERED BY THIS CONSENT JUDGMENT**

5.1 This Consent Judgment is a full, final, and binding resolution between CAG on behalf
of itself and in the public interest and Defendant for alleged failure to provide Proposition 65
warning of exposure to Listed Chemicals from the Covered Products as set forth in the Notices,
and Complaint, and fully resolves all claims that have been or could have been asserted against
Defendant in this action up through the Effective Date for failure to provide Proposition 65

1 warnings for the Covered Products regarding Listed Chemicals. CAG, on behalf of itself and in
 2 the public interest, hereby discharges Defendant, and their respective past, present, and future
 3 owners, officers, directors, members, managers, directors, insurers, beneficiaries, employees,
 4 shareholders, customers, distributors, wholesalers, licensees, divisions, subdivisions, subsidiaries,
 5 agents, attorneys, representatives, and their predecessors, successors and assigns (“Defendant
 6 Releasees”) and all distributors, customers, and downstream entities in the distribution chain of
 7 the Covered Products to whom Defendant directly or indirectly provided, distributed, listed, sold,
 8 or offered to sell, Covered Products, and their respective owners, parents, direct and indirect
 9 parent, subsidiaries, affiliates, sister and related companies, as well as their past, present, and future
 10 owners, employees, agents, representatives, shareholders, members, managers, officers, directors,
 11 insurers, beneficiaries, attorneys, predecessors, successors, assigns, distributors, wholesalers,
 12 customers, retailers, franchisees, cooperative members, and licensees, only as to Covered Products
 13 sold, distributed, or marketed by the Defendant (collectively, “Downstream Releasees”), for all
 14 Covered Products placed into the stream of commerce up through the Effective Date for alleged
 15 violations of Proposition 65 based on exposure to Listed Chemicals from the Covered Products.
 16 Defendant Releasees and Downstream Releasees are sometimes collectively referred to herein as
 17 the “Released Parties.” Defendants’ compliance with the terms of this Consent Judgment shall be
 18 deemed to constitute compliance with Proposition 65 regarding alleged exposures to Listed
 19 Chemicals from the Covered Products. Nothing in this Section affects CAG’s right to commence
 20 or prosecute an action under Proposition 65 against any person other than Defendant Releasees or
 21 Downstream Releasees after the Effective Date.

5.2 CAG on behalf of itself, its past and current agents, representatives, attorneys,
 successors, and/or assignees, hereby waives all rights to institute or participate in, directly or
 indirectly, any form of legal action and releases all claims, including, without limitation, all
 actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages,
 costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert

1 fees, and attorneys' fees) of any nature whatsoever, whether known or unknown, fixed or
 2 contingent (collectively "Claims"), against Defendant Releasees and/or Downstream Releasees
 3 arising from any violation of Proposition 65 or any other statutory or common law regarding the
 4 alleged exposure of persons to the Listed Chemicals contained in the Covered Products or any
 5 failure to warn about exposure to Listed Chemicals from the Covered Products. In furtherance of
 6 the foregoing, as to alleged exposures to Listed Chemicals from the Covered Products, CAG on
 7 behalf of itself only, hereby waives any and all rights and benefits which it now has, or in the future
 8 may have, conferred upon it with respect to Claims arising from any violation of Proposition 65
 9 or any other statutory or common law regarding the failure to warn about exposure and any alleged
 10 exposure of persons to Listed Chemicals from the Covered Products by virtue of the provisions of
 11 section 1542 of the California Civil Code, which provides as follows:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
 13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
 14 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
 15 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
 16 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
 17 DEBTOR OR RELEASED PARTY.

18 CAG understands and acknowledges that the significance and consequence of this waiver of
 19 California Civil Code section 1542 is that even if CAG suffers future damages arising out of or
 20 resulting from, or related directly or indirectly to, in whole or in part, claims arising from any
 21 violation of Proposition 65 or any other statutory or common law regarding the failure to warn
 about exposure to Listed Chemicals from the Covered Products, including but not limited to any
 exposure to, or failure to warn with respect to exposure to Listed Chemicals from the Covered
 Products, CAG will not be able to make any claim for those damages against Released Parties.
 Furthermore, CAG acknowledges that it intends these consequences for any such claims arising
 from any violation of Proposition 65 or any other statutory or common law regarding the failure
 to warn about exposure to Listed Chemicals from Covered Products as may exist as of the date of
 this release but which CAG does not suspect to exist, and which, if known, would materially affect
 its decision to enter into this Consent Judgment, regardless of whether its lack of knowledge is the

1 result of ignorance, oversight, error, negligence, or any other cause.

2 **6. ENTRY OF CONSENT JUDGMENT**

3 6.1 CAG shall file a motion seeking approval of this Consent Judgment pursuant to
4 California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, CAG and
5 Defendant waive their respective rights to a hearing or trial on the allegations of the Complaints.
6 Upon entry of an order approving this Consent Judgment, the Complaint in this action shall be
7 deemed amended to include all the claims raised in the Notices.

8 6.2 The Parties shall make all reasonable efforts possible to have the Consent Judgment
9 approved by the Court.

10 6.3. In exchange for payment, as described in Section 4, CAG shall dismiss all of the
11 Complaints against all defendants without prejudice within five (5) business days after the
12 payments identified in Section 4 have cleared.

13 6.4 If this Consent Judgment is not approved in full by the Court, (a) this Consent
14 Judgment and any and all prior agreements between the Parties merged herein shall terminate and
15 become null and void, and the actions shall revert to the status that existed prior to the execution
16 date of this Consent Judgment; (b) no term of this Consent Judgment or any draft thereof, or of the
17 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
18 have any effect, nor shall any such matter be admissible in evidence for any purpose in this Action,
19 or in any other proceeding; and (c) the Parties agree to meet and confer to determine whether to
20 modify the terms of the Consent Judgment and to resubmit it for approval.

21 **7. MODIFICATION OF JUDGMENT**

7.1 This Consent Judgment may be modified only upon written agreement of the
Parties and upon entry of a modified Consent Judgment by the Court thereon, or upon motion of
any party as provided by law and upon entry of a modified Consent Judgment by the Court.

7.2 Any Party seeking to modify this Consent Judgment shall attempt in good faith to
meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.

1 **8. RETENTION OF JURISDICTION**

2 8.1 This Court shall retain jurisdiction of this matter to implement and enforce the terms
3 of this Consent Judgment under Code of Civil Procedure § 664.6. The parties also agree that
4 Downstream Releases are intended third-party beneficiaries of this Consent Judgment and may
5 enforce its terms.

6 8.2 In any proceeding brought by either Party to enforce this Consent Judgment, the
7 prevailing party shall be entitled to recover its reasonable attorney’s fees and costs.

8 **10. DUTIES LIMITED TO CALIFORNIA**

9 9.1 This Consent Judgment shall have no effect on Covered Products sold by Defendant
10 outside the State of California.

11 **10. SERVICE ON THE ATTORNEY GENERAL**

12 10.1 CAG shall serve a copy of this Consent Judgment, signed by the Parties, on the
13 California Attorney General so that the Attorney General may review this Consent Judgment prior
14 to its approval by the Court. No sooner than forty-five (45) days after the Attorney General has
15 received the aforementioned copy of this Consent Judgment, and in the absence of any written
16 objection by the Attorney General to the terms of this Consent Judgment, may the Court approve
17 this Consent Judgment.

18 **11. ATTORNEY FEES**

19 11.1 Except as specifically provided in Section 4.1.3 and 8.2, each Party shall bear its
20 own costs and attorney fees in connection with this action.

21 **12. GOVERNING LAW**

12.1 The validity, construction and performance of this Consent Judgment shall be
governed by the laws of the State of California, without reference to any conflicts of law provisions
of California law.

12.2 The terms of this Consent Judgment shall be governed by the laws of the State of
California. In the event that Proposition 65 is amended, repealed, preempted, or is otherwise

1 rendered inapplicable by reason of law generally, or if any of the provisions of this Consent
2 Judgment are rendered inapplicable or are no longer required as a result of any such amendment,
3 repeal or preemption, or rendered inapplicable by reason of law generally as to the Covered
4 Products, then Parties may modify the Consent Judgment in accordance with modification
5 requirements of Section 7 with respect to, and to the extent that, the Covered Products are so
6 affected. Nothing in this Consent Judgment shall be interpreted to relieve a Defendant from any
7 obligation to comply with any pertinent state or federal law or regulation.

8 12.3 The Parties, including their counsel, have participated in the preparation of this
9 Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. This
10 Consent Judgment was subject to revision and modification by the Parties and has been accepted
11 and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or
12 ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result
13 of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment
14 agrees that any statute or rule of construction providing that ambiguities are to be resolved against
15 the drafting Party should not be employed in the interpretation of this Consent Judgment and, in
16 this regard, the Parties hereby waive California Civil Code § 1654.

17 **13. EXECUTION AND COUNTERPARTS**

18 13.1 This Consent Judgment may be executed in counterparts and by means of facsimile
19 or portable document format (pdf), which taken together shall be deemed to constitute one
20 document and have the same force and effect as original signatures.

21 **14. ENTIRE AGREEMENT**

This Consent Judgment contains the sole and entire agreement and understanding of the
Parties with respect to the entire subject matter hereof, and all related prior discussions,
negotiations, commitments, and understandings. No other agreements, oral or otherwise, exist to
bind any of the Parties.

1 **15. NOTICES**

2 15.1 Any notice under this Consent Judgment shall be by First-Class Mail or E-mail.

3 If to CAG:

4 Reuben Yeroushalmi
5 YEROUSHALMI & YEROUSHALMI
6 9100 Wilshire Boulevard, Suite 240W
7 Beverly Hills, CA 90212
8 (310) 623-1926
9 Email: lawfirm@yeroushalmi.com

7 If to Defendants:

8 Wells Blaxter
9 Blaxter, Blackman LLP
10 601 Montgomery Street, Suite 1110
11 San Francisco, California 94111
12 Telephone: (415) 500-7700
13 E-mail: wblaxter@blaxterlaw.com

14 **16. AUTHORITY TO STIPULATE**

15 16.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
16 by the party he or she represents to enter into this Consent Judgment and to execute it on behalf of
17 the party represented and legally to bind that party.

<p>AGREED TO:</p> <p>Date: <u>June 4,</u> 2025</p> <p><u>Willard Bayer</u></p> <p>Name: <u>Willard Bayer</u></p> <p>Title: <u>President</u></p> <p>CONSUMER ADVOCACY GROUP, INC.</p>	<p>AGREED TO:</p> <p>Date: <u>May 29,</u> 2025</p> <p>DocuSigned by: <u>John H. Hempfling II</u> D6F016164E674FE...</p> <p>Name: <u>John H. Hempfling II</u></p> <p>Title: <u>VP & AGC Litigation</u></p> <p>WHOLE FOODS MARKET CALIFORNIA, INC.</p>
<p>AGREED TO:</p> <p>Date: <u>May 29,</u> 2025</p>	

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<p>DocuSigned by: <i>John H. Hempfling II</i> D6F016164E574FE...</p>	
<p>Name: <u>John H. Hempfling II</u></p>	
<p>Title: <u>VP & AGC Litigation</u></p>	
<p>MRS. GOOCH'S NATURAL FOOD MARKETS, INC.</p>	

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT