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9

10 *Attorneys for People of the State of California ex rel.*
Xavier Becerra

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN DIEGO

14
15 **PEOPLE OF THE STATE OF CALIFORNIA EX REL.**
XAVIER BECERRA, ATTORNEY

Case No. 37-2020-00009417-CU-TT-CTL

16 **PLAINTIFF,**

CONSENT JUDGMENT

17 **v.**

18 **1800FLOWERS.COM; 7-ELEVEN, INC.; BARNARD-**
19 **GRIFFIN, INC.; BARBOURSVILLE WINERY, INC.**
20 **DOORDASH, INC.; DRIZLY, INC.; FENN VALLEY**
21 **VINEYARDS, INC.; GIDDY, INC. DBA BOXED**
22 **WHOLESALE; J.J. BUCKLEY, LLC; LIQUOR**
MANAGEMENT, LLC DBA CROWN FINE WINE
AND SPIRITS; POSTMATES, INC.;
PRECEPT BRANDS LLC; AND SAUCEY, INC.

23 **DEFENDANTS.**

1 **1. INTRODUCTION**

2 1.1 This stipulation and proposed consent judgment (“Consent Judgment”) is entered into
3 between Plaintiffs, the People of the State of California (“People”), by and through Xavier Becerra,
4 (“Attorney General”), and the following Defendants (“Settling Defendants”):

- 5 1. 1800Flowers.com, Inc.
- 6 2. 7-Eleven, Inc.
- 7 3. Barboursville Winery, Inc.
- 8 4. Barnard-Griffin, Inc
- 9 5. Door Dash, Inc.
- 10 6. Drizly, Inc.
- 11 7. Fenn Valley Vineyards, Inc.
- 12 8. Giddy, Inc. dba Boxed Wholesale
- 13 9. J.J. Buckley, LLC
- 14 10. Liquor Management, LLC dba Crown Fine Wine and Spirits
- 15 11. Postmates, Inc.
- 16 12. Precept Brands LLC
- 17 13. Saucey, Inc.

18 These settling parties are referred to collectively as the “Parties.”

19 1.2 The Parties enter into this Consent Judgment without a trial. Nothing in this Consent
20 Judgment constitutes an admission by any Party regarding any issue of law or fact. This Consent
21 Judgment sets forth the agreement and obligations of Settling Defendants and the People and, except
22 as specifically provided below, it constitutes the complete, final and exclusive agreement among the
23 Parties and supersedes any prior agreements among the Parties.

24 **2. BACKGROUND, JURISDICTION AND PURPOSE**

25 2.1 Concurrently with the lodging of this Consent Judgment, the People, by and through
26 the Attorney General, will file a complaint for civil penalties and injunctive relief for alleged
27 violations of Proposition 65 and unlawful business practices (the “People’s Complaint”). The
28 People’s Complaint will be filed in the Superior Court of California for the County of San Diego,
and will allege that the Settling Defendants failed to provide clear and reasonable warnings that the
alcoholic beverages that they sold over the internet, or for which they facilitated sales over the
internet, contain certain chemicals that are known to cause cancer and reproductive harm. The
People’s Complaint further alleges that, under the Safe Drinking Water and Toxic Enforcement Act
of 1986, Health and Safety Code section 25249.6, also known as “Proposition 65,” businesses must
provide persons with a “clear and reasonable warning” before exposing individuals to alcoholic

1 beverages, and that the Settling Defendants failed to do so. The Complaint also alleges that these
2 acts constitute unlawful acts in violation of the Unfair Competition Law, pursuant to Business and
3 Professions Code sections 17200 *et seq.*

4 2.2 John Devlin issued 60-Day Notices of Violation dated to twelve Settling Defendants
5 (the "Devlin Notices"). These notices are as follows:

NAMED DEFENDANT	NOTICE NO.	DATE
1800Flowers.com, Inc.	2019-00436	03/04/2019
7-Eleven, Inc.	2019-00549	03/21/2019
Barboursville Winery, Inc./Zonin USA, Inc.	2019-00523	03/18/2019
Barnard-Griffin, Inc.	2019-00553	03/21/2019
DoorDash, Inc.	2019-00562	03/22/2019
Drizly, Inc.	2019-00431	03/01/2019
Fenn Valley Vineyards, Inc.	2019-00510	03/15/2019
Giddy, Inc. dba Boxed Wholesale	2019-00563	03/22/2019
Liquor Management, LLC dba Crown Fine Wine and Spirits	2019-00548	03/21/2019
Postmates, Inc.	2019-00551	03/21/2019
Precept Brands LLC	2019-00524	03/18/2019
Saucey, Inc.	2019-00550	03/21/2019

14
15 2.3 Patricia Forrester issued a 60-Day Notice of Violation (No. 2019-00778) dated
16 April 23, 2019, to Settling Defendant, J.J. Buckley, LLC (the "Forrester Notice").

17 2.4 On review of the Devlin Notices and the Forrester Notice, the Attorney General's
18 Office informed one of Mr. Devlin's lawyers, James Gitkin of Salpeter Gitkin, and Ms. Forrester's
19 lawyer, Sara Poster, that it was reviewing the notices with the goal of making the settlement offer
20 that has now been accepted by the Settling Defendants and that is embodied in this Consent
21 Judgment.

22 2.5 Each Settling Defendant is a business entity that: (1) has employed ten or more
23 persons at times relevant to the allegations of the Complaint; and (2) has sold or facilitated the sale
24 of Alcoholic Beverage Products (as defined in section 3.5, below) to purchasers within the State of
25 California and/or has done so in the past four years.

26 2.6 For purposes of this Consent Judgment, the People and the Settling Defendants
27 stipulate that: (a) this Court has jurisdiction over the allegations of violations contained in the
28 Complaint; (b) this Court has personal jurisdiction over Settling Defendants as to the acts alleged

1 in the Complaint; (c) venue is proper in San Diego County; and (d) this Court has jurisdiction to
2 enter this Consent Judgment as a full and final resolution of all claims which were, or could have
3 been, raised in the Complaint based on the facts alleged therein.

4 2.7 Settling Defendants agree not to challenge or object to entry of this Consent
5 Judgment by the Court unless the People have notified them in writing that the People no longer
6 support entry of the Judgment or that the People seek to modify the Judgment. The Parties agree
7 not to challenge this Court's jurisdiction to enforce the terms of this Consent Judgment once it has
8 been entered, and this Court maintains jurisdiction over this Judgment for that purpose.

9 2.8 The Parties enter into this Consent Judgment as a full and final settlement of all
10 claims that: (a) relate to Alcoholic Beverage Products whose sales were made or facilitated over
11 the internet by Settling Defendants; and (b) arise from the failure to provide warnings under
12 Proposition 65 regarding the presence of Covered Chemicals (as that term is defined below) in
13 such products. By execution of this Consent Judgment and agreeing to provide the relief and
14 remedies specified herein, Settling Defendants do not admit any violations of Proposition 65 or
15 Business and Professions Code sections 17200 *et seq.*, or any other law or legal duty. Each
16 Settling Defendant expressly denies any liability whatsoever. Settling Defendants maintain that (i)
17 they were not required to provide warnings for those products, (ii) they were not required to
18 provide the warning set forth in 27 CCR section 25602 subdivision, (b) for those products, and
19 (iii) the warnings that they did provide for those products were in compliance with all applicable
20 statutes and regulations.

21 **3. DEFINITIONS**

22 3.1 "Covered Chemicals" shall mean: ethyl alcohol in alcoholic beverages; alcoholic
23 beverages when associated with alcohol abuse; and alcoholic beverages.

24 3.2 The "Effective Date" of this Consent Judgment shall be the date on which the
25 Consent Judgment is entered as a judgment by the trial Court.

26 3.3 "Noticing Parties" shall mean John Devlin and Patricia Forrester.

27 3.4 "Settling Defendants" shall mean the Defendants identified on Exhibit "A" to this
28 Consent Judgment whose signatures appear on pages 12 through 25 below.

1 3.5 “Alcoholic Beverage Products” shall mean beverages containing the Covered
2 Chemicals.

3 **4. INJUNCTIVE RELIEF: WARNINGS.**

4 4.1 Commencing forty-five days after the Effective Date, Settling Defendants may sell
5 or facilitate the sale of Alcoholic Beverage Products to consumers in California over the internet,
6 including but not limited to through mobile device applications, only if they provide warnings to
7 consumers in California in accordance with Sections 4.2 through 4.5, below.

8 4.2 The warning shall contain the language set forth in Code of Regulations, title 27, (27
9 CCR) section 25607.4, specifically:

10 **WARNING:** Drinking distilled spirits, beer, coolers, wine, and other alcoholic beverages
11 may increase cancer risk, and during pregnancy, can cause birth defects. For more
12 information go to www.P65Warnings.ca.gov/alcohol.

13 4.3 The warning shall be provided to the purchaser or delivery recipient, prior to or
14 contemporaneously with the delivery of the product, either (a) by e-mail, text, or as part of the
15 written or electronically-delivered receipt or confirmation of the applicable transaction, or (b) in or
16 on the shipping container or delivery package, in compliance with the terms of 27 CCR section
17 25607.3, subdivision (b)(4).

18 4.4 The warning shall also be prominently displayed to the purchaser, prior to the
19 completion of any sale or order over the internet, including but not limited to through mobile
20 device applications, in compliance with the terms of 27 CCR section 25602 subdivision (b),
21 which, inter alia, requires the warning to be “provided by including either the warning or a clearly
22 marked hyperlink using the word “**WARNING**” on the product display page, or by otherwise
23 prominently displaying the warning to the purchaser prior to completing the purchase.”

24 4.5 The warnings required by sections 4.2 – 4.4, above, shall be in addition to any
25 warnings present on the containers of Alcoholic Beverage Products whose sales were made or
26 facilitated by Settling Defendants, and the fact that such warnings are present on those containers
27 shall not relieve Settling Defendants of the obligation to provide the warnings required by
28 Sections 4.2 through 4.4 of this Consent Judgment.

1 **5. PAYMENTS**

2 5.1 Civil Penalties. Within thirty (30) days of the Effective Date, each Settling
3 Defendant shall pay the civil penalty amounts set forth on Exhibit A. These payments will be
4 made pursuant to California Health & Safety Code §§ 25249.7(b) and 25249.12, in complete
5 settlement of any claim for civil penalties by the People in this case.

6 5.1.1 Pursuant to Health & Safety Code sections 25249.7(b) and 25249.12, 75%
7 of these funds shall be remitted to the California Office of Environmental Health Hazard
8 Assessment (“OEHHA”), and the remaining 25% will be paid to the Office of the Attorney
9 General for deposit into the Safe Drinking Water and Toxic Enforcement Act of 1986
10 account.

11 5.2 Fees and Costs. Within thirty (30) days of the Effective Date, each Settling
12 Defendant shall reimburse the Attorney General for the fees and costs his office has incurred with
13 respect to this matter, in the amounts specified on Exhibit A. These payments to the People shall
14 be paid by check payable to the “California Department of Justice – Litigation Deposit Fund.”
15 Each payment check shall bear on its face the Attorney General’s internal reference number for
16 this matter, which is SD2019950015.

17 5.2.1 Use of Funds. The money paid to the Attorney General’s Office pursuant to
18 this paragraph shall be administered by the California Department of Justice and shall be
19 used by the Environment Section of the Public Rights Division of the Attorney General’s
20 Office, until all funds are exhausted, for any of the following purposes: (1) implementation
21 of the Attorney General’s authority to protect the environment and natural resources of the
22 State pursuant to Government Code section 12600 et seq. and as Chief Law Officer of the
23 State of California pursuant to Article V, section 13 of the California Constitution; (2)
24 enforcement of laws related to environmental protection, including, but not limited to,
25 Chapters 6.5 and 6.95, Division 20, of the California Health & Safety Code; (3)
26 enforcement of the Unfair Competition Law, Business & Professions Code section 17200 et
27 seq. as it relates to protection of the environment and natural resources of the State of
28 California; and (4) other environmental actions that benefit the State and its citizens as

1 determined by the Attorney General. Such funding may be used for the costs of the
2 Attorney General's investigation, filing fees and other court costs, payment to expert
3 witnesses and technical consultants, purchase of equipment, laboratory analysis, personnel
4 costs, travel costs, and other costs necessary to pursue environmental actions investigated or
5 initiated by the Attorney General for the benefit of the State of California and its citizens.

6 5.3 Fees to Counsel for Noticing Parties. Within thirty (30) days of the Effective Date,
7 and pursuant to Health and Safety Code section 25249.7(j), Settling Defendants will make the
8 payments detailed on Exhibit A, as reimbursement for the Noticing Parties' cost of investigating
9 this matter and providing the sixty-day notices to the Attorney General. Counsel for Noticing
10 Parties will provide this Court with declarations, supported by contemporaneously kept time
11 records, establishing that they have incurred fees in, or in excess of, the amounts that they will
12 recover as specified in Exhibit A.

13 5.4 Each payment required by this Consent Judgment shall be made through the delivery
14 of separate checks payable to the applicable person, as follows:

15 5.4.1 Attorney General. Payments due to the Attorney General, as specified in
16 Exhibit A, shall be made payable to the "California Department of Justice," and sent to the
17 attention of:

18 Robert Thomas, Legal Analyst,
19 Department of Justice
20 P.O. Box 70550
21 1515 Clay Street, 20th Floor,
22 Oakland, CA 94612

23 5.4.2 Office of Environmental Health Hazard Assessment. Payments due to
24 OEHHA, as specified in Exhibit A, shall be made payable to the Office of Environmental
25 Health Hazard Assessment and sent to:

26 Senior Accounting Officer – MS 19-B
27 Office of Environmental Health Hazard Assessment
28 P.O. Box 4010
Sacramento, CA 95812-0410

1 5.4.3 Mr. Devlin – Fees and Costs. Payments due to Mr. Devlin for attorneys’ fees
2 and costs, as specified in Exhibit A, shall be made payable to Saltpeter Gitkin, LLC, and
3 sent to:

4 Jane Braugh
5 Saltpeter Gitkin, LLP
6 490 S. Fair Oaks Avenue
7 Pasadena, CA 91105]

8 5.4.4 Ms. Forrester – Fees and Costs. The payment due to Ms. Forrester for
9 attorneys’ fees and costs, as specified in Exhibit A, shall be made payable to Law Offices of
10 Sara B. Poster and sent to:

11 Law Offices of Sara B. Poster
12 433 N. Camden Drive, Suite 400
13 Beverly Hills, CA 90210

14 5.4.5 Copies of checks. Settling Defendants will cause copies of each and every
15 check issued pursuant to this Judgment to be sent to: Trish Gerken, Legal Analyst, Office of
16 the Attorney General, 2550 Mariposa Mall, Room 5090, Fresno, CA 93721.

17 **6. MODIFICATION OF CONSENT JUDGMENT**

18 6.1 After the Effective Date, this Consent Judgment may be modified from time to time
19 by express written agreement of the Parties with the approval of the Court; by an order of this
20 Court on noticed motion from Plaintiff or a Settling Defendants in accordance with law, for good
21 cause shown; or by the Court in accordance with its inherent authority to modify its own
22 judgments.

23 6.2 Before filing an application with the Court for a modification to this Consent
24 Judgment, the party seeking modification shall meet and confer with the other parties to determine
25 whether the modification may be achieved by consent. If a proposed modification is agreed upon,
26 then Settling Defendant(s) and the Attorney General will present the modification to the Court by
27 means of a stipulated modification to the Consent Judgment.

28 **7. ENFORCEMENT**

 7.1 The Attorney General may, by motion or application for an order to show cause
before this Court, enforce the terms and conditions contained in this Consent Judgment.

1 7.2 Prior to making such a motion or application, the Attorney General shall provide
2 the party against whom enforcement is sought thirty (30) days advance written notice of the
3 alleged violation or dispute. The Parties shall meet and confer during such thirty (30) day period
4 in a good faith effort to try to reach agreement on an appropriate resolution of the alleged violation
5 or dispute.

6 7.3 In any enforcement proceeding filed pursuant to Section 7.1, the Attorney General,
7 may seek whatever fines, costs, penalties, or remedies are provided by law for failure to comply
8 with the Consent Judgment. Where said violations of this Consent Judgment constitute subsequent
9 violations of Proposition 65 or other laws independent of the Consent Judgment and/or those
10 alleged in the Complaint, the Attorney General is not limited to enforcement of the Consent
11 Judgment, but may seek in another action whatever fines, costs, penalties, or remedies are
12 provided for by law for failure to comply with Proposition 65 or other laws. In any new action
13 brought by the Attorney General, or another enforcer alleging subsequent violations of Proposition
14 65 or other laws, Settling Defendants may assert all defenses that are available.

15 **8. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

16 8.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
17 by the party he or she represents to stipulate to this Consent Judgment and to enter into and
18 execute this Consent Judgment on behalf of the party represented and legally to bind that party.

19 **9. CLAIMS COVERED**

20 9.1 Full and Binding Resolution.

21 9.1.1 This Consent Judgment is a full, final, and binding resolution between the
22 People and Settling Defendants, their parents, shareholders, divisions, subdivisions,
23 subsidiaries, sister companies, and cooperative members (collectively, the "Covered
24 Entities"), and the officers, directors, employees, attorneys, consultants, agents,
25 representatives, franchisees, predecessors, successors, and assigns of any of the above, of
26 any violation of Proposition 65 or its implementing regulations, and any acts of unfair
27 competition, as defined by Business and Professions Code sections 17200 et seq., for
28 alleged failure to provide the clear and reasonable warnings required by Proposition 65

1 concerning exposure to the Covered Chemicals resulting from sales or the facilitation of
2 sales of Alcoholic Beverage Products over the internet prior to the Effective Date. This
3 Consent Judgment resolves any claims for civil penalties, fees, costs, injunctive relief or
4 other relief that Mr. Devlin, Ms. Forrester or any other private enforcer could bring arising
5 from the violations of Proposition 65 or acts of unfair competition described in this
6 Paragraph 9.1.1 .

7 9.1.2 Compliance by a Settling Defendant with all of the requirements of this
8 Consent Judgment constitutes compliance with Proposition 65 and Business and Professions
9 Code sections 17200 et seq., with respect to any obligation of the Covered Entities to
10 provide warnings under Proposition 65 as to exposure to Covered Chemicals in Alcoholic
11 Beverage Products that the Settling Defendant sells over the internet or for which the
12 Settling Defendant facilitates the sale over the internet.

13 9.1.3 This Consent Judgment does not apply to sales or the facilitation of sales of
14 products other than Alcoholic Beverage Products or to chemicals other than the Covered
15 Chemicals.

16 **10. PROVISION OF NOTICE**

17 10.1 When any party is entitled to receive any notice under this Consent Judgment, the
18 notice shall be sent to the person and address set forth in this Section. Any party may modify the
19 person and address to whom the notice is to be sent by sending each other party notice by certified
20 mail and by e-mail. Said change shall take effect ten days after the date of mailing of such notice.

21 10.2 Notices shall be sent by e-mail and by First Class Mail or overnight delivery to the
22 following when required:

23 For the Attorney General:

24 Dennis A. Ragen, Deputy Attorney General
25 California Department of Justice
26 110 West A. Street, Suite 1100
27 San Diego, CA 92101
28 Dennis.Ragen@doj.ca.gov

For Settling Defendants

1 See the Signature Pages to this Consent Judgment.

2 10.3 Written Certification. Within ten (10) court days of the Attorney General's written
3 request, Settling Defendants will provide the Attorney General with written certification that any
4 required action under this Consent Judgment has been completed.

5 **11. COURT APPROVAL**

6 11.1 This Consent Judgment shall be submitted to the Court for entry by noticed motion
7 or as otherwise may be required or permitted by the Court. If this Consent Judgment is not
8 approved by the Court, it shall be of no force or effect and may not be used by the Plaintiffs or
9 Settling Defendants for any purpose.

10 **12. ENTIRE AGREEMENT**

11 12.1 This Consent Judgment contains the sole and entire agreement and understanding of
12 the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
13 negotiations, commitments and understandings related hereto. No representations, oral or
14 otherwise, express or implied, other than those contained herein have been made by any Party
15 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
16 to exist or to bind any of the Parties.

17 **13. RETENTION OF JURISDICTION**

18 13.1 This Court shall retain jurisdiction of this matter to implement and enforce the
19 Consent Judgment, and to resolve any disputes that may arise as to the implementation of this
20 Judgment.

21 13.2 Should a dispute arise as to the implementation of this judgment, the parties shall
22 meet and confer in an attempt to resolve the dispute. If the meet and confer process proves
23 unsuccessful, any party may, by noticed motion, request that the Court resolve the dispute. If the
24 dispute involves a determination made by the Attorney General regarding the terms of this
25 Judgment, the party objecting to that determination will have the burden of challenging it.

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1 **14. EXECUTION IN COUNTERPARTS**

2 14.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile, which taken together shall be deemed to constitute one document.

4
5 IT IS SO ORDERED and ADJUDGED:

6
7 DATED: _____

8 JUDGE OF THE SUPERIOR COURT

9
10 THE UNDERSIGNED PARTIES AGREE TO THE ENTRY OF THIS CONSENT
11 JUDGMENT:

12
13 Dated: February 11, 2020

XAVIER BECERRA
Attorney General of California
HARRISON POLLAK
Supervising Deputy Attorney General

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19 DENNIS A. RAGEN
Deputy Attorney General
Attorneys for People

EXHIBIT A

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Exhibit A

Settling Defendants

NAMED DEFENDANT	PAYMENT AMOUNT	Payment to the Attorney General Fees/Costs: \$300 Civil Penalty: \$125 Total: \$425	Payment to OEHHA (Civil Penalty)	Payment to Noticing Party (Fees/costs)	Noticing Party
1800Flowers.com, Inc.	\$ 2,460	\$ 425	\$375	\$ 1,660	John Devlin
7-Eleven, Inc.	\$ 2,460	\$ 425	\$375	\$ 1,660	John Devlin
Barboursville Winery, Inc. Zonin USA, Inc.	\$ 2,460	\$ 425	\$375	\$ 1,660	John Devlin
Barnard-Griffin, Inc.	\$ 2,460	\$ 425	\$375	\$ 1,660	John Devlin
DoorDash, Inc.	\$ 2,460	\$ 425	\$375	\$ 1,660	John Devlin
Drizly, Inc.	\$ 2,460	\$ 425	\$375	\$ 1,660	John Devlin
Fenn Valley Vineyards, Inc.	\$ 2,460	\$ 425	\$375	\$ 1,660	John Devlin
Giddy, Inc. dba Boxed Wholesale	\$ 2,460	\$ 425	\$375	\$ 1,660	John Devlin
J.J. Buckley, LLC	\$ 1,642	\$ 425	\$375	\$ 842	Patricia Forrester
Liquor Management, LLC dba Crown Fine Wine and Spirits	\$ 2,460	\$ 425	\$375	\$ 1,660	John Devlin
Postmates, Inc.	\$ 2,460	\$ 425	\$375	\$ 1,660	John Devlin
Precept Brands LLC	\$ 2,460	\$ 425	\$375	\$ 1,660	John Devlin
Saucey, Inc.	\$ 2,460	\$ 425	\$375	\$ 1,660	John Devlin

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Signature Page

1-800-Flowers.com, Inc.
One Old Country Road
Suite 500, Carle Place, NY 11714

Settling Defendant: [Name/Address]

The person whose signature appears below executes this Consent Judgment on behalf of [Insert name of Settling Defendant] and certifies under penalty of perjury that he or she is fully authorized by [Insert name of Settling Defendant] to enter into this Consent Judgment on its behalf and to legally to bind [Insert name of Settling Defendant] to the terms of the Consent Judgment.

Date: 2/4/2020
Signature: William E Shea
Print Name: William E SHEA
Title: CFO

Name address and e-mail of person to receive notice on behalf of this Settling Defendant pursuant to Section 10.2 of the Consent Judgment;

Name: Michael Manley, Esq., General Counsel
Company Name: 1-800-Flowers.com, Inc.
Address: One Old Country Road, Suite 500
Carle Place, NY 11714
E-mail: mmanley@1800Flowers.com


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Signature Page

Settling Defendant: 7-Eleven, Inc.

The person whose signature appears below executes this Consent Judgment on behalf of 7-Eleven, Inc. and certifies under penalty of perjury that he or she is fully authorized by 7-Eleven, Inc. to enter into this Consent Judgment on its behalf and to legally to bind 7-Eleven, Inc. to the terms of the Consent Judgment.

Date: January 31, 2020

Signature:  _____

Print Name: Raghu Mahadevan

Title: Vice President, Digital, Head of Delivery

Name address and e-mail of person to receive notice on behalf of this Settling Defendant pursuant to Section 10.2 of the Consent Judgment;

Name: Amanda Childs

Company Name: 7-Eleven, Inc.

Address: 3200 Hackberry Road, Irving, Texas 75063

E-mail: Amanda.Childs@7-11.com

Signature Page

Settling Defendant: Barboursville Winery, Inc., 17655 Winery Rd, Barboursville, Virginia 22923 ("Barboursville").

The person whose signature appears below executes this Consent Judgment on behalf of Barboursville, and certifies under penalty of perjury that he is fully authorized by Barboursville to enter into this Consent Judgment on its behalf and to legally to bind Barboursville to the terms of the Consent Judgment.

Date: 01-16-2020

Signature: 

Print Name: LUCA PASCHINA

Title: TREASURER

Settling Defendant: 1821 Fine Wines & Spirits, a Zonin Family Company, f/k/a Zonin USA, Inc., 3363 NE 163rd St #606, North Miami Beach, FL 33160 ("Zonin").

The person whose signature appears below executes this Consent Judgment on behalf of Zonin, and certifies under penalty of perjury that he is fully authorized by Zonin to enter into this Consent Judgment on its behalf and to legally to bind Zonin to the terms of the Consent Judgment.

Date: 01-16-2020

Signature: 

Print Name: LUCA PASCHINA

Title: TREASURER - VICE PRESIDENT

Name address and e-mail of person to receive notice on behalf of these Settling Defendants pursuant to Section 10.2 of the Consent Judgment;

Name: Paul H. Burleigh
Company Name: Klinedinstlaw PC
Address: 777 South Figueroa Street, Suite 2800
Los Angeles, California 90017
E-mail: pburleigh@klinedinstlaw.com

Signature Page

Settling Defendant: Barnard-Griffin, Inc.

The person whose signature appears below executes this Consent Judgment on behalf of Barnard-Griffin, Inc. and certifies under penalty of perjury that he or she is fully authorized by Barnard-Griffin, Inc. to enter into this Consent Judgment on its behalf and to legally bind Barnard-Griffin, Inc. to the terms of the Consent Judgment.

Date: 1/10/2020

Signature: 

Print Name: Robert R Griffin

Title: President, Barnard Griffin, Inc.

Name address and e-mail of person to receive notice on behalf of this Settling Defendant pursuant to Section 10.2 of the Consent Judgment;

Name: Barbara Suider

Company Name: Hinman & Carmichael LLP

Address: 260 California St, Suite 700
San Francisco, CA 94111

E-mail: bsnider@beveragelaw.com

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Signature Page

Settling Defendant: DoorDash, Inc.

The person whose signature appears below executes this Consent Judgment on behalf of [Insert name of Settling Defendant] and certifies under penalty of perjury that he or she is fully authorized by [Insert name of Settling Defendant] to enter into this Consent Judgment on its behalf and to legally bind [Insert name of Settling Defendant] to the terms of the Consent Judgment.

Date: 1/30/20

Signature: Tia Sherringham

Print Name: Tia Sherringham

Title: Vice President, Legal

Name address and e-mail of person to receive notice on behalf of this Settling Defendant pursuant to Section 10.2 of the Consent Judgment;

Name: Attn: Legal Department

Company Name: DoorDash Inc.

Address: 303 2nd Street, South Tower 8th floor
San Francisco, CA 94107

E-mail: legal@doordash.com

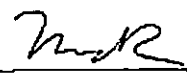
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Signature Page

Settling Defendant: Drizly, Inc., 334 Boylston Street, Suite 300, Boston, MA 02116

The person whose signature appears below executes this Consent Judgment on behalf of Drizly, Inc. and certifies under penalty of perjury that he or she is fully authorized by Drizly, Inc. to enter into this Consent Judgment on its behalf and to legally to bind Drizly, Inc. to the terms of the Consent Judgment.

Date: 1/16/2020

Signature: 

Print Name: Nidhi Kumar

Title: General Counsel

Name address and e-mail of person to receive notice on behalf of this Settling Defendant pursuant to Section 10.2 of the Consent Judgment;

Name: Nidhi Kumar

Company Name: Drizly, Inc.

Address: 334 Boylston Street, Suite 300

Boston, MA 02116

E-mail: nidhi@drizly.com

Name: Michael G. Romey

Company Name: Latham & Watkins LLP

Address: 355 South Grand Avenue, Suite 100

Los Angeles, CA 90071-1560

E-mail: michael.romey@lw.com

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Signature Page

Settling Defendant: Fenn Valley Vineyards, Inc.

The person whose signature appears below executes this Consent Judgment on behalf of Fenn Valley Vineyards, Inc. and certifies under penalty of perjury that he or she is fully authorized by Fenn Valley Vineyards, Inc. to enter into this Consent Judgment on its behalf and to legally to bind Fenn Valley Vineyards, Inc. to the terms of the Consent Judgment.

Date: 1/30/2020

Signature: 

Print Name: Brian Lesperance

Title: Vice President and Corporate Secretary

Name address and e-mail of person to receive notice on behalf of this Settling Defendant pursuant to Section 10.2 of the Consent Judgment;

Name: Brian Lesperance

Company Name: Fenn Valley Vineyards, Inc

Address: 6130 122nd Ave

Fennville, MI 49408

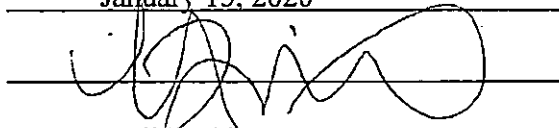
E-mail: b.lesperance@fennvalley.com

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Signature Page

Settling Defendant: Giddy Inc., dba Boxed
PO Box 2098
New York, NY 10013

The person whose signature appears below executes this Consent Judgment on behalf of Giddy Inc., dba Boxed ("Boxed") and certifies under penalty of perjury that he or she is fully authorized by Boxed to enter into this Consent Judgment on its behalf and to legally bind Boxed to the terms of the Consent Judgment.

Date: January 15, 2020
Signature: 
Print Name: Melissa Rivero
Title: Associate General Counsel

Name address and e-mail of person to receive notice on behalf of this Settling Defendant pursuant to Section 10.2 of the Consent Judgment;

Name: Mark Elliott
Rebecca Lee
Company Name: Pillsbury Winthrop Shaw Pittman
Address: 725 South Figueroa St., Ste. 2800
Los Angeles, CA 90017
E-mail: Mark.Elliott@pillsburylaw.com;
Rebecca.Lee@pillsburylaw.com

Signature Page

Settling Defendant:

J.J. Buckley, LLC
7305 Edgewater Drive, Suite D
Oakland, CA 94621

The person whose signature appears below executes this Consent Judgment on behalf of J.J. Buckley, LLC and certifies under penalty of perjury that he or she is fully authorized by J.J. Buckley, LLC to enter into this Consent Judgment on its behalf and to legally bind J.J. Buckley, LLC to the terms of the Consent Judgment.

Date:

11/14/2020

Signature:



Print Name:

Michael Stajer

Title:

C.O.O.

Name address and e-mail of person to receive notice on behalf of this Settling Defendant pursuant to Section 10.2 of the Consent Judgment;

Name:

Rohit A. Sabnis

Company Name:

Burnham Brown, PC

Address:

1901 Harrison Street, 14th Floor

Oakland, CA 94612

E-mail:

rsabnis@burnhambrown.com

Signature Page

Settling Defendant: Liquor Management, LLC
dba Crown Fine Wine and Spirits

The person whose signature appears below executes this Consent Judgment on behalf of Liquor Management, LLC, dba Crown Fine Wine and Spirits and certifies under penalty of perjury that he or she is fully authorized by Liquor Management, LLC, dba Crown Fine Wine and Spirits to enter into this Consent Judgment on its behalf and to legally to bind Liquor Management, LLC, dba Crown Fine Wine and Spirits to the terms of the Consent Judgment.

Date: 1/21/2020
Signature: [Handwritten Signature]
Print Name: OSOR V. H.
Title: Manager

Name address and e-mail of person to receive notice on behalf of this Settling Defendant pursuant to Section 10.2 of the Consent Judgment;

Name: Elizabeth Lopez - Comptroller
Company Name: Liquor Management, LLC
Address: 8323 NW 12 Street - Suite 200
Doral, Florida 33126
E-mail: elopez@crownwineandspirits.com

Signature Page

Settling Defendant: Postmates Inc., 201 3rd Street, Suite 200, San Francisco, CA 94103

The person whose signature appears below executes this Consent Judgment on behalf of Postmates Inc. and certifies under penalty of perjury that he or she is fully authorized by Postmates Inc. to enter into this Consent Judgment on its behalf and to legally to bind Postmates Inc. to the terms of the Consent Judgment.

Date: 1/14/2020

Signature: [Handwritten Signature]

Print Name: Robert Rieders

Title: General Counsel

Name address and e-mail of person to receive notice on behalf of this Settling Defendant pursuant to Section 10.2 of the Consent Judgment;

Name: Robert Rieders

Company Name: Postmates Inc.

Address: 201 3rd Street, Suite 200

San Francisco, CA 94103

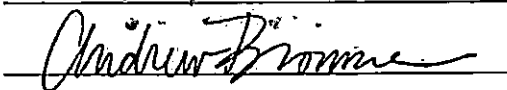
E-mail: legal@postmates.com

Signature Page

Settling Defendant: Precept Brands, LLC

The person whose signature appears below executes this Consent Judgment on behalf of Precept Brands, LLC and certifies under penalty of perjury that he or she is fully authorized by Precept Brands, LLC to enter into this Consent Judgment on its behalf and to legally bind Precept Brands, LLC to the terms of the Consent Judgment.

Date: 2/5/2020

Signature: 

Print Name: Andrew Browne

Title: CEO

Name, address and e-mail of person to receive notice on behalf of this Settling Defendant pursuant to Section 10.2 of the Consent Judgment:

Name: Marc Snyder

Company Name: Precept Brands, LLC

Address: 1910 Fairview Ave. E.
Seattle, WA 98102

E-mail: MarcS@preceptwine.com

AND TO:

Name: Margaret K. Cerrato-Blue

Company Name: Fox Rothschild LLP

Address: 1001 Fourth Avenue, Suite 4500
Seattle, WA 98154

Email : mcerrato-blue@foxrothschild.com

Signature Page

Settling Defendant: Saucey, Inc.

The person whose signature appears below executes this Consent Judgment on behalf of Saucey, Inc. and certifies under penalty of perjury that he or she is fully authorized by Saucey, Inc. to enter into this Consent Judgment on its behalf and to legally to bind Saucey, Inc. to the terms of the Consent Judgment.

Date: 01/17/2020

Signature: [Handwritten Signature]

Print Name: Chris Vaughn

Title: CEO

Name address and e-mail of person to receive notice on behalf of this Settling Defendant pursuant to Section 10.2 of the Consent Judgment;

Name: Barbara Snider

Company Name: Hinman & Carmichael LLP

Address: 260 California St. Suite 700
San Francisco, CA 94111

E-mail: bsnider@beverage.law.com