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**EXEMPT FROM FILING FEES
PER GOV. CODE § 6103**

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FILED
ALAMEDA COUNTY

JUL 29 2024

CLERK OF THE SUPERIOR COURT
By _____ Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

MEAD JOHNSON NUTRITION COMPANY,
a Delaware corporation, et al.,

Defendants.

Lead Case No.: RG18912553
Consolidated Cases: RG18887564,
RG18887565, RG18887567

ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Honorable Frank Roesch
DEPARTMENT: 17

**[PROPOSED] CONSENT JUDGMENT
AS TO DEFENDANTS MEAD
JOHNSON NUTRITION COMPANY
AND MEAD JOHNSON & COMPANY,
LLC IN CASE NUMBERS RG18912553
AND RG18887564**

Action Filed: July 12, 2018
Trial Date: Not Set.

1 **COMMUNITY SCIENCE INSTITUTE, a non-**
2 **profit association,**

Plaintiff,

3 v.

4 **TARGET CORPORATION, a Minnesota**
5 **corporation, et al.,**

Defendants.

Case No. RG18887565

Dept: 17

Judge: Hon. Frank Roesch

Action Filed: January 2, 2018

6 **COMMUNITY SCIENCE INSTITUTE, a non-**
7 **profit association,**

Plaintiff,

8 v.

9 **WAL-MART STORES, INC. et al.,**

Defendants.

Case No. RG18887567

Dept: 17

Judge: Hon. Frank Roesch

Action Filed: January 2, 2018

11 **COMMUNITY SCIENCE INSTITUTE, a non-**
12 **profit association,**

Plaintiff,

13 v.

14 **MEAD JOHNSON NUTRITION COMPANY,**
15 **a Delaware corporation; and MEAD**
16 **JOHNSON & COMPANY, LLC, a Delaware**
17 **limited liability company,**

Defendants.

Case No. RG18887564

Dept: 17

Judge: Hon. Frank Roesch

Action Filed: January 2, 2018

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1 **1. INTRODUCTION**

2 1.1. This stipulation and proposed consent judgment (“Consent Judgment”) is entered
3 into between Plaintiff, the People of the State of California (the “People”), by and through Rob
4 Bonta, Attorney General (“Attorney General”); Brooke Jenkins, District Attorney of San
5 Francisco; Pamela Y. Price, District Attorney of Alameda County; Lori E. Frugoli, District
6 Attorney of Marin County; Jeannine Pacioni, District Attorney of Monterey County; Allison
7 Haley, District Attorney of Napa County; Todd Spitzer, District Attorney of Orange County;
8 Jeffrey F. Rosen, District Attorney of Santa Clara County; Jeffrey Rosell, District Attorney of
9 Santa Cruz County; Stephanie Bridgett, District Attorney of Shasta County; Krishna Abrams,
10 District Attorney of Solano County; and Carla Rodriguez, District Attorney of Sonoma County
11 (collectively, “District Attorneys”); Community Science Institute (“CSI”), Plaintiff in Case
12 Numbers RG18887564, RG18887565, and RG18887567 (CSI Cases); and Defendants Mead
13 Johnson Nutrition Company, and Mead Johnson & Company, LLC (collectively, “Settling
14 Defendant” or “Mead Johnson”). The People, CSI, and Mead Johnson collectively are referred to
15 as the “Parties.” The CSI Cases were consolidated with the People’s Case No. RG18912553,
16 which was designated as the lead case. All defendants other than Mead Johnson have either
17 resolved their actions by consent judgment or have been dismissed.

18 1.2. The Parties enter into this Consent Judgment without a trial. Nothing in this
19 Consent Judgment constitutes an admission by Settling Defendant regarding any issue of law or
20 fact. This Consent Judgment, which will be entered in Case No. RG18912553, sets forth the
21 agreement and obligations of the Parties and, except as specifically provided below, it constitutes
22 the complete, final and exclusive agreement among the Parties and supersedes any prior
23 agreements among the Parties.

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

25 2.1. On July 12, 2018, the People filed a complaint for civil penalties and injunctive
26 relief for violations of the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and
27 Safety Code section 25249.5 et seq. (Proposition 65) and the Unfair Competition Law, Business
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1 and Professions Code section 17200 et seq. (the “People’s Complaint”). The People’s Complaint
2 alleges that Settling Defendant manufactured and sold infant and toddler formula products in
3 California that contained lead; and that the lead was present in concentrations that required
4 Settling Defendant to provide warnings to its customers pursuant to Proposition 65. The People
5 further alleged that the violations of Proposition 65 also constituted violations of the Unfair
6 Competition Law, Business & Professions code section 17200 et seq. Similarly, CSI alleges that
7 Mead Johnson violated Proposition 65 through its manufacture and sale of infant and toddler
8 formulas, as set forth in CSI’s action titled Community Science Institute v. Mead Johnson, et al.,
9 Alameda County Superior Court Case No. RG18887564 (“CSI Complaint”). The People’s
10 Complaint and the CSI Complaint will be referred to collectively as “Complaints.” Settling
11 Defendant denies the Complaints’ allegations. Settling Defendant contends, and the People
12 acknowledge, that, notwithstanding Settling Defendant’s vigorously disputing the merits of the
13 People’s claims, Settling Defendant has exhibited a high level of cooperation with the People in
14 addressing the People’s contentions, and in promptly reducing concentrations of lead in the
15 Covered Products, as defined in Section 3.1 herein.

16 2.2. Settling Defendant denies the allegations made in the People’s Complaint, denies
17 liability, denies that its products have, at any time, presented risks of cancer or reproductive
18 toxicity, and denies that any of its products have, at any time, required warnings pursuant to
19 Health and Safety Code section 25249.5 et seq. It has further asserted, among other defenses, that
20 compelling warnings under Proposition 65 for the products at issue would violate Settling
21 Defendant’s First Amendment rights.

22 2.3. For purposes of this Consent Judgment, the Parties stipulate that: (a) this Court has
23 jurisdiction over the allegations of violations contained in the Complaints; (b) this Court has
24 personal jurisdiction over Settling Defendant as to the acts alleged in the Complaints; (c) venue is
25 proper in Alameda County; and (d) this Court has jurisdiction to enter this Consent Judgment as a
26 full and final resolution of all claims which were or could have been raised in the Complaints
27 based on the facts alleged therein.
28

1 2.4. Settling Defendant waives the right to a hearing and a trial on the matters alleged
2 in the Complaints. Settling Defendant agrees not to challenge or object to entry of this Consent
3 Judgment by the Court unless the People have notified it in writing that the People no longer
4 support entry of the Consent Judgment. The Parties agree not to challenge this Court's
5 jurisdiction to enforce the terms of this Consent Judgment once it has been entered, and this Court
6 maintains jurisdiction over this Consent Judgment for that purpose.

7 2.5. The design, manufacturing, and safety of infant formula is closely regulated by the
8 U.S. Food and Drug Administration. Nothing in this Consent Judgment will be construed to
9 require the Settling Defendant take any action, or refrain from any action, in a manner that
10 violates, or prevents compliance with, any provision of federal law. Moreover, there is a strong
11 national interest in the availability of safe and adequate supplies of infant formula. -Nothing in
12 this Consent Judgment restricts Settling Defendant's ability to bring new products to market, or to
13 make changes to existing products. Settling Defendant is not required by the terms of this
14 Consent Judgment to seek the approval of the State of California for the sale of new or modified
15 products.

16 2.6. The Parties enter into this Consent Judgment as a full and final settlement of all
17 claims alleged in the Complaints relating to the presence of lead in the Covered Products. By
18 executing this Consent Judgment and agreeing to provide the relief and remedies specified herein,
19 Settling Defendant does not admit any violations of Proposition 65, the Unfair Competition Law,
20 or any other law or legal duty. Nothing in this Consent Judgment is intended to be an admission
21 of any issue of law or fact.

22 **3. DEFINITIONS**

23 3.1. "Covered Products" shall mean the infant and toddler formula products listed in
24 Exhibit A, and any reformulations of those products, offered for sale (i) in California or (ii) to any
25 entity which Settling Defendant knows, or reasonably should know, will sell such product in
26 California.

27 3.2. "Days" means calendar days.
28

1 3.3. The “Effective Date” of this Consent Judgment shall be the date on which the
2 Consent Judgment is entered as a judgment by the trial court.

3 3.4. “Independent Food Quality Auditor” shall mean an independent auditing
4 company, foreign or domestic, that: (i) has extensive knowledge of good manufacturing practices
5 in the food processing industry; (ii) has sufficient experience in inspecting food processing
6 facilities to ensure compliance with good manufacturing practices and with the Hazard Analysis
7 and Critical Control Points (“HACCP”) food safety management system; (iii) who is (1) certified
8 as an International HACCP Alliance lead Instructor; (2) certified as a SQF HACCP Lead Auditor
9 or SQF Consultant; (3) holds an NEHA Certified Professional – Food Safety (CP-FS) Credential;
10 (4) is certified as a Food Scientist by the Institute of Food Technology; or (5) has equivalent
11 qualifications; and (iv) has submitted a satisfactory resume of its qualifications. Upon request,
12 the People may provide to Settling Defendant a list of Independent Food Quality Auditors who
13 have previously submitted their qualifications to the Attorney General, whose qualifications are
14 up to date, and who are deemed to meet the criteria set forth in this Section. Settling Defendant,
15 however, may select any Independent Food Quality Auditor that meets these criteria.

16 3.5. “Internal Auditor” shall mean an employee or other agent of Settling Defendant
17 who has received training adequate to undertake the responsibilities set forth in Sections 4 and 5
18 of this Consent Judgment, including, without limitation, the requirement to provide complete and
19 accurate certifications as required by Sections 4 and 5 of this Consent Judgment. The Internal
20 Auditor may be replaced from time to time by another equally-qualified employee or agent of
21 Settling Defendant.

22 3.6. “Maximum Lead Level” shall mean 5 parts per billion (“ppb”) for milk-based
23 formulas, 7 ppb for soy-based formulas, and 7 ppb for Nutramigen products. A Production Lot of
24 the Covered Product satisfies the Maximum Lead Level if testing pursuant to this Consent
25 Judgment as set forth below demonstrates that it contains a mean lead concentration of no more
26 than 5 ppb for milk-based formulas, and 7 ppb for soy-based formulas and Nutramigen products.
27 Accordingly, the “applicable Maximum Lead Level” for Covered Products that are milk-based
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1 formulas is 5 ppb, and the applicable Maximum Lead Level for Covered Products that are soy-
2 based formulas and Nutramigen products is 7 ppb.

3 3.7. “Naturally Occurring Lead Level” shall mean 3 ppb for a milk-based Covered
4 Product, or 5 ppb for soy-based Covered Products and Nutramigen.

5 3.8. For analysis of the Covered Products, “Qualified Laboratory” shall mean a
6 laboratory that has demonstrated proficiency to conduct lead analysis on the Covered Products
7 using Inductively Coupled Plasma Mass Spectrometry (“ICP-MS”). A Qualified Laboratory must
8 meet the specifications set forth in Title 27, California Code of Regulations section 25900(b), and
9 the laboratory standards set forth in Exhibit C.

10 3.8.1. An “Outlier Result” is a final result of laboratory testing for a Covered Product
11 conducted pursuant to the testing protocols set forth in Section 4.2 that exceeds the Maximum
12 Lead Level.

13 3.8.2. A “Final Test Result” is the result of laboratory testing for the necessary number
14 of samples of a Covered Product that is:

15 (1) conducted pursuant to Section 4.2.2 and does not exceed the Maximum Lead
16 Level; or

17 (2) Becomes the Final Test Result pursuant to the provisions of Section 4.3.1.

18 3.9. “Production Lot” shall mean Covered Product that is produced in a single run
19 sharing the same manufacturing conditions and assigned a unique code of identification.

20 3.10. “Sourcing Emergency” shall mean a situation in which Settling Defendant is
21 required to obtain products or ingredients from new or different sources for a limited period of
22 time, one that is no longer than is reasonably necessary, due to (1) the inability of one of its major
23 competitors to produce formula products, resulting in a significant and unexpected increase in
24 demand for Settling Defendant’s Covered Products; or (2) the unexpected, sustained
25 unavailability of key ingredients of the Covered Products, whether such sustained unavailability
26 is caused by a global pandemic or similar occurrence or otherwise.

1 **4. INJUNCTIVE RELIEF: LEAD REDUCTION MEASURES**

2 4.1. After the Effective Date, and excluding Covered Products manufactured before
3 that date, Settling Defendant shall not manufacture for sale to, distribute into, or sell in, California
4 any Covered Product that exceeds the applicable Maximum Lead Level, either directly or to a
5 third party customer that Settling Defendant knows will sell the products in, or ship for sale
6 directly to, California, except as provided herein, unless it bears a warning that complies with
7 Proposition 65 and its implementing regulations.

8 4.2. Compliance Testing

9 4.2.1. A Covered Product complies with the applicable Maximum Lead Level if testing
10 by a Qualified Laboratory pursuant to this Section 4.2, consistent with the laboratory standards
11 set forth in Exhibit C, so establishes.

12 4.2.2. To determine compliance for a Production Lot, Settling Defendant shall collect,
13 from each manufacturing site and at the final product stage, a representative sample of each
14 Production Lot of packaged, finished formula in each physical form (powder, ready-to-feed, or
15 concentrate), which shall be tested in accordance with the procedures set forth at Exhibit C.

16 4.3. Outlier Test Results

17 4.3.1. If the result of the testing of samples tested pursuant to Section 4.2 yields an
18 Outlier Result, Settling Defendant shall have the option to subject this Outlier Result to validation
19 testing before it is considered a Final Test Result. The validation process shall be concluded
20 within forty-five days, and shall be made up of the following steps:

21 1. The laboratory from which the Outlier Result in question was obtained
22 shall, at the option of Settling Defendant, evaluate and check the instrument, equipment,
23 supplies and environment used during the testing of the samples to evaluate whether
24 factors in connection with the testing of samples could be a factor in the Outlier Result.
25 The laboratory shall further review the testing methods, including areas of potential
26 contamination with testing equipment, testing processes, validation procedures and
27 potential operator error. If the laboratory determines the Outlier Result was caused by a
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1 potential error on its part and explains the basis for this determination to Settling
2 Defendant in writing, the result shall not be considered valid for the purposes of this
3 Consent Judgment. It will be discarded and must be replaced with a new test result from
4 sampling, conducted pursuant to the requirements of Section 4.2.2 above and Exhibit C.
5 This replacement test must be obtained within forty-five (45) days of the date that the
6 original erroneous test result is discarded, and the results of this testing shall become the
7 Final Test Result.

8 2. If an evaluation by the laboratory in Section 4.3.1(1) does not determine
9 that there was laboratory error with regard to the Outlier Result, Settling Defendant, at its
10 option, may test a representative sample of the reserved product. If such additional testing
11 is performed, the mean of all the test results shall be deemed the Final Test Result for the
12 Production Lot, and this result will become the Final Test Result for purposes of the
13 Consent Judgment.

14 3. If Settling Defendant chooses not to exercise the option to retest the
15 original sample, or any additional samples as set forth herein in Section 4.3, then the
16 original Outlier Result shall become the Final Test Result for the Production Lot and that
17 lot shall be referred to as an Outlier Lot.

18 4.4. Final Test Results in excess of the Maximum Lead Level

19 4.4.1. If the Final Test Result does not exceed the applicable Maximum Lead Level, then
20 the Covered Product in the Production Lot in question shall be considered in compliance.

21 4.4.2. If the Final Test Result for a Production Lot exceeds the applicable Maximum
22 Lead Level-then Settling Defendant shall do the following with respect to that Outlier Lot:

23 4.4.2.1. Settling Defendant shall have one hundred and twenty (120) days from the date
24 that a Final Test Result that shows an exceedance of the Maximum Lead Level for an Outlier Lot
25 to investigate the potential causes of the exceedance in that Lot of the Covered Product, and, if
26 necessary, to implement corrective action to bring the Covered Product in question into future
27 compliance with the Maximum Lead Level, and to take the following action:
28

1 4.4.2.1.1. The Internal Auditor shall promptly investigate the cause or causes of the
2 Outlier Result and contact the Independent Food Quality Auditor and request a meeting with that
3 Auditor, and the Independent Food Quality Auditor shall review the test results and investigate
4 the source, or sources, of the applicable Final Test Result in conjunction with the Internal
5 Auditor. Settling Defendant will, in such an instance, consider the Independent Food Quality
6 Auditor's recommendations and advice to establish compliance with the Consent Judgment for
7 that Covered Product.

8 4.4.2.1.2. The Internal Auditor shall prepare a written outline of the cause(s) of the
9 applicable Final Test Result, if such cause(s) can be identified, and the corrective steps that will
10 be implemented going forward, if any, in light of the recommendations of the Internal Auditor
11 and the Independent Food Quality Auditor, to ensure the Covered Product's compliance with the
12 Consent Judgment. Settling Defendant will implement those corrective steps.

13 4.4.2.1.3. The Internal Auditor shall submit reports of any action taken pursuant to this
14 Section 4.4.2 on a bi-annual basis, commencing six (6) months after the Effective Date, and
15 submit it to the People. Each such report shall include any outlines that have been prepared, and
16 summarize any corrective steps that have been implemented, pursuant to this Section 4.4.2,
17 during the preceding six (6) month period.

18 4.4.3. For each and every occurrence of the following conditions, Settling Defendant
19 shall pay the amount(s) below under Health and Safety Code section 25249.7 per Outlier Lot. If
20 more than one such condition occurs per Outlier Lot, Settling Defendant shall pay the highest
21 amount of (a), (b), or (c).

22 (a) the Final Test Result for the Outlier Lot is higher than 10 ppb for milk-based
23 products or 12 ppb for soy-based or Nutramigen products: \$7,500

24 (b) the mean of the Final Test Results for the Covered Product in question for the
25 most recent rolling 12-month period preceding the testing of the Outlier Lot,
26 including that Outlier Lot, exceeds the Maximum Lead Level: \$8,000.

1 (c) the Final Lead Level in the Outlier Lot is not in compliance with laws,
2 regulations, and federal guidance applicable to lead in the product: \$12,000.
3 These payments shall be made as specified in Exhibit D.

4 **5. INTERNAL AUDITOR**

5 5.1. Settling Defendant shall appoint an Internal Auditor. Within thirty (30) days of
6 the Effective Date and annually thereafter on each anniversary of the Effective Date, the Settling
7 Defendant will provide written certification to the People, in the form set forth in Exhibit B, that:

8 5.1.1. The Internal Auditor has recommended, and Settling Defendant has implemented,
9 procedures for the testing of each Production Lot of the Covered Products by a Qualified
10 Laboratory to ensure that they do not exceed the Maximum Lead Level. This certification will
11 contain a summary of the test results for the Covered Products, including the mean of the Final
12 Test Results for the Covered Products for the most recent rolling 12-month period.

13 5.1.2. The Internal Auditor has reviewed a lead contribution exercise (that evaluates any
14 product ingredients that can contribute a significant amount of lead to a Covered Product or group
15 of similar Covered Products). In order to minimize the lead levels in the Covered Products, and
16 as set forth in Section 5.2 below, the Internal Auditor shall set target lead levels or safety margins
17 for each of the Covered Products, or for the ingredients in those products, that take into account
18 the Naturally Occurring Lead Levels, the lead contribution exercise, and any applicable federal
19 standards, and Settling Defendant will source its ingredients in an attempt to satisfy those levels.

20 5.1.3. Settling Defendant's control process is adequate, under normal circumstances, to
21 keep the lead concentrations in the Covered Products below the Maximum Lead Levels.

22 5.1.4. All ingredients that may contribute significant amounts of lead to the Covered
23 Product have been sourced to satisfy the applicable Maximum Lead Levels. These ingredients
24 shall be identified in connection with Settling Defendant's regular risk assessment required as
25 part of its Hazard Analysis and Critical Control Points ("HACCP") program.

26 5.1.5. Good manufacturing practices and robust ingredient sourcing practices have been
27 implemented to ensure that the lead content in the Covered Products (i) has been reduced to the
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1 lowest level commercially feasible and (ii) does not exceed the applicable Maximum Lead
2 Levels.

3 5.1.6. The Internal Auditor has reviewed operations every six (6) months to obtain
4 laboratory testing of the Covered Products and to ensure that requirements of this Section 5 and
5 Exhibit B are continuously satisfied.

6 5.2 The Internal Auditor has evaluated any commercially feasible ways to further
7 reduce the lead content in the Covered Product, including, without limitation, the selection of
8 appropriate alternative ingredients or ingredient sources, and the resulting recommendations from
9 the Auditor have been implemented. In completing this task, the Internal Auditor shall consult
10 annually with an Independent Food Quality Auditor who shall review the lead testing and lead
11 prevention practices that are in place and certify their adequacy. The Independent Food Quality
12 Auditor shall also provide advice on commercially feasible ways, including ingredient sourcing,
13 to further reduce the lead content in the Covered Products and their ingredients. In addition, the
14 Independent Food Quality Auditor will review Settling Defendant's procedures pertaining to the
15 commercial feasibility of keeping lead levels of Nutramigen and soy-based products at 7 ppb or
16 lower. As part of that annual certification process, Settling Defendant will consult with the
17 Independent Food Quality Auditor to review and evaluate the test results for the previous year,
18 and to obtain the Independent Food Quality Auditor's recommendation for minimizing the lead
19 levels in those Covered Products in the future. Settling Defendant shall implement any such
20 recommendations that the Internal Auditor determines are commercially feasible and effective.

21 5.3 The first such certification will be conducted by the Independent Food Quality
22 Auditor, who will review and evaluate the following: (a) the recommendations of the Internal
23 Auditor and their implementation under section 5.1.1, (b) the lead contribution exercise required
24 by section 5.1.2, and (c) the matters set forth in Sections 5.1.3 through 5.1.6 and 5.2; and Settling
25 Defendant will provide the Independent Food Quality Auditor with site access and data and
26 information as necessary for the completion of this review. Subsequent annual certifications shall
27 be conducted by the Internal Auditor.
28

1 5.4 The Internal Auditor shall provide these annual certifications to the People for a
2 period of five (5) years following the Effective Date of this Consent Judgment. After providing
3 the last of the annual certifications, Settling Defendant may cease providing further certifications.
4 Settling Defendant shall, however, remain in compliance with the remaining requirements of this
5 Consent Judgment, and the Internal Auditor will, on request, provide the People with
6 documentation showing compliance with Sections 4.2, 4.3, 4.4.3 and 5.1, above.

7 **6. SOURCING EMERGENCY**

8 6.1 In the event of a Sourcing Emergency, Mead Johnson will be entitled to a temporary
9 variance from the requirement to maintain the lead levels in the Covered Products below the
10 Maximum Lead Levels, without incurring civil penalties, for as long as may be reasonably
11 necessary to ensure the continued availability of the Covered Products to the public, provided all
12 of the following conditions are met:

13 (1) To prepare for any such Sourcing Emergency, Mead Johnson shall continuously use
14 its best efforts to maintain a second set of approved vendors in place in preparation
15 for an emergency. These efforts shall be approved by the Internal Auditor and
16 reviewed by the Independent Food Quality Auditor on an annual basis, and a
17 summary of these efforts shall be provided to the People on request.

18 (2) At the onset of a Sourcing Emergency, and, where practical, prior to commencing
19 sales pursuant to this Section 6.1, the Internal Auditor shall provide to the Attorney
20 General a written certification (Internal Auditor's Certification) that describes and
21 specifies the existence and nature of the emergency, its anticipated duration, and the
22 steps that Settling Defendant is taking to identify alternative vendors and to
23 minimize the lead levels in the products. This Certification shall confirm, and
24 provide supporting information for, the following:

25 (a) Settling Defendant used its best efforts to have approved vendors in place
26 in advance, in preparation for any Sourcing Emergency;

1 (b) Settling Defendant is working diligently to source products and ingredients
2 with the lowest lead levels that are commercially feasible, and these efforts are
3 continuing;

4 (c) Any Covered Products sold as a result of the Sourcing Emergency are
5 manufactured in facilities that comply with standards appropriate for formula
6 products that focus on minimizing lead and heavy metals, including HACCP
7 standards or their equivalents; and

8 (d) Sales of any Covered Product with lead levels in excess of the Maximum
9 Lead Level, or the use of any ingredients that could cause such an exceedance, will
10 cease by a specified date that reflects the Internal Auditor's best estimate of the
11 earliest date the conditions giving rise to the Sourcing Emergency will end.

12 Provided that the circumstances supporting a Sourcing Emergency exist, Settling
13 Defendant may sell Covered Products that exceed the Maximum Lead Levels.

- 14 (3) The Independent Food Quality Auditor will review the Internal Auditor's
15 Certification, and will provide a written report to the People indicating his or her
16 views on whether a sourcing emergency exists and on each of the matters listed in
17 subsection 2, above.
- 18 (4) The Covered Products sold during the Sourcing Emergency must comply with any
19 laws, regulations, and federal guidance applicable to lead in formula products.
- 20 (5) If the Sourcing Emergency extends beyond the anticipated duration specified
21 pursuant to subsection 6.1(2) above, Settling Defendant will, prior to the end of that
22 period, submit a revised certification to the Attorney General that meets the
23 requirements of subsections 6.1(2) and (3).

24 6.2 If after reviewing the Internal Auditor's Certification and the Independent Food
25 Quality Auditor's report, and meeting and conferring with Settling Defendant, the People
26 determine that a Sourcing Emergency does not exist, or no longer exists, and that Settling
27 Defendant is selling Covered Products with unnecessarily high levels of lead pursuant to this
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1 Section 6, then the People reserve the right to file a motion to enforce this Consent Judgment and
2 seek any appropriate relief as allowed by law, including, but not limited to, providing Proposition
3 65 warnings. The Settling Defendant reserves all rights to oppose that motion and to present
4 evidence that a Sourcing Emergency does exist, and/or that the sale of the Covered Products does
5 not trigger the requirement for warnings under Proposition 65.

6 6.3 If the Covered Product(s) sold during the Sourcing Emergency cause the average
7 lead levels for any Covered Product, calculated pursuant to subsection 4.4.3(a), above, to exceed
8 the Maximum Lead Levels, then Settling Defendant shall pay monetary sums as set forth in that
9 subsection. However, if Settling Defendant contends that it used its best efforts during the
10 Sourcing Emergency to prevent such exceedances, but that certain exceedance(s) were
11 unavoidable due to the unexpected, sustained unavailability of key ingredients, then it may submit
12 a request to the People that it be relieved of the obligation to pay monetary sums pursuant to this
13 Section for any Outlier Lot(s) for which the exceedance was attributable to those unavoidable
14 circumstances. The request will be supported by affidavits, consistent with California Code of
15 Civil Procedure section 2015.5, from the Internal Auditor and the Independent Food Quality
16 Auditor. Upon receipt of this request, the People and Settling Defendant will meet and confer,
17 and the People may grant this request by filing a stipulation with the Court that exempts Settling
18 Defendant from the obligation to pay penalties for the Outlier Lot or Lots for which Settling
19 Defendant has shown that the exceedance was unavoidable. If the People deny this request,
20 Settling Defendant may move the court to exempt it from the obligation to pay penalties for those
21 Outlier Lot(s) for which Settling Defendant has shown that the exceedance(s) were unavoidable,
22 subject to all defenses available under Proposition 65 and applicable law.

23 7. PAYMENTS

24 7.1. Within thirty (30) days of the Effective Date, Settling Defendant shall make a
25 payment pursuant to Health and Safety Code Section 25249.7 in the amount of \$425,000.
26 Pursuant to Health and Safety Code section 25249.7, 75% of this amount shall be paid to the
27 Office of Environmental Health Hazard Assessment, 12.5% shall be paid to the Office of the
28

1 Attorney General and 12.5% of this Amount will be paid to Community Science Institute (CSI).
2 These payments will be made as specified in Exhibit D.

3 7.2. Within thirty (30) days of the Effective Date, Settling Defendant shall make a
4 payment pursuant to California Business and Professions Code section 17206 in the amount of
5 \$425,000. This amount will be evenly divided among the public prosecutors as set forth in
6 Exhibit D.

7 7.3 Supplemental Environmental Project [SEP]: Within 30 Days of the Effective
8 Date, the Settling Defendant will pay \$850,000 to fund a SEP that meets the requirements set
9 forth in Exhibit E.

10 7.4 Fees and Costs. Settling Defendant shall also make the following payments:

11 7.4.1 Attorney General: Within thirty (30) days of the Effective Date, Settling
12 Defendant shall pay \$240,000 to the Attorney General, to reimburse a portion of its fees and costs
13 expended in this matter

14 7.4.2 District Attorneys: Within thirty (30) days of the Effective Date, Settling
15 Defendant shall pay \$90,000 to the District Attorneys to reimburse the costs their offices have
16 incurred in this matter. This amount shall be payable to the Monterrey County District Attorney's
17 Office, for distribution to the agencies and entities that incurred such costs, as set forth in Exhibit
18 D.

19 7.4.3 CSI: Within thirty (30) days of the Effective Date, Settling Defendant shall pay
20 \$140,000 to CSI to reimburse its fees and costs incurred in this matter.

21 7.4.4 Each payment required by this Consent Judgment shall be made through the
22 delivery of separate checks payable to the applicable person, as set forth in Exhibit D, in
23 compliance with the provisions of Exhibit D.

24 7.4.5 The check for the payment to the Attorney General shall be made payable to the
25 "California Department of Justice-Litigation Deposit Fund." The check shall bear on its face the
26 case name ("People v. Mead Johnson, et al.") and the internal docket number for this matter
27 (LA2018950010). The money, and any interest accrued thereon, paid to the Attorney General
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1 pursuant to this Final Judgment and Permanent Injunction on Consent shall be administered by
2 the California Department of Justice and shall be used by the Environment Section of the Public
3 Rights Division of the Attorney General's Office, until all funds are exhausted, for any of the
4 following purposes: (1) implementation of the Attorney General's authority to protect the
5 environment and natural resources of the State pursuant to Government Code section 12600 et
6 seq. and as Chief Law Officer of the State of California pursuant to Article V, section 13 of the
7 California Constitution; (2) enforcement of laws related to environmental protection, including,
8 but not limited to, Chapters 6.5 and 6.95, Division 20, of the California Health and Safety Code;
9 (3) enforcement of the Unfair Competition Law, Business and Professions Code section 17200, et
10 seq., as it relates to protection of the environment and natural resources of the State of California;
11 and (4) other environmental actions or initiatives which benefit the State of California and its
12 citizens as determined by the Attorney General. Such funding may be used for the costs of the
13 Attorney General's investigation, filing fees and other court costs, payment to expert witnesses
14 and technical consultants, purchase of equipment, laboratory analyses, personnel costs, travel
15 costs, and other costs necessary to pursue environmental actions or initiatives investigated or
16 initiated by the Attorney General for the benefit of the State of California and its citizens.

17 7.4.6 Copies of checks. Settling Defendant will cause copies of each and every check
18 issued pursuant to this Consent Judgment to be sent to: Megan Hey, Deputy Attorney General,
19 Office of the CA Attorney General, 300 South Spring Street, Los Angeles, CA 90013.

20 **8. MODIFICATION OF CONSENT JUDGMENT**

21 8.1 After the Effective Date, this Consent Judgment may be modified from time to
22 time by: 1) express written agreement of the Parties with the approval of the Court; 2) an order of
23 this Court on noticed motion from the People or Settling Defendant in accordance with law, for
24 good cause shown; or 3) the Court in accordance with its inherent authority to modify its own
25 judgments. Before filing an application with the Court for a modification to this Consent
26 Judgment, the Party seeking modification shall meet and confer with the other parties to
27 determine whether the modification may be achieved by consent. If a proposed modification is
28

1 agreed upon, then Settling Defendant and the People will present the modification to the Court by
2 means of a stipulated modification to the Consent Judgment.

3 **9. ENFORCEMENT**

4 9.1 The People will monitor Settling Defendant's compliance with the terms of this
5 Consent Judgment, and may conduct random testing of Covered Products to ensure Settling
6 Defendant is in compliance with those terms. The People may, by motion or application for an
7 order to show cause before this Court, enforce the terms and conditions contained in this Consent
8 Judgment and seek redress for any violations of this Consent Judgment (including, without
9 limitation, the sale of a Covered Product with lead concentrations in excess of the Maximum
10 Lead Level) that occur after the Effective Date. If the People produce evidence that one or more
11 samples of a Covered Product sold in California after the Effective Date contain(s) lead
12 concentrations in excess of the Maximum Lead Level, Settling Defendant will consult with the
13 Independent Food Quality Auditor to review those test results and will implement to the extent
14 feasible his or her recommendations, if any, for minimizing the lead levels in those Covered
15 Products. In any enforcement proceeding filed pursuant to this section, the People, as applicable,
16 may seek whatever fines, costs, penalties, or remedies are provided by law for failure to comply
17 with the Consent Judgment. Where such violations of this Consent Judgment also constitute a
18 violation of Proposition 65, the Unfair Competition Law, the False Advertising Law (Bus. &
19 Prof. Code, § 17500 et seq.), or other laws, independent of this Consent Judgment, the People
20 may seek in another action whatever fines, costs, penalties, or remedies are provided for by law
21 for failure to comply with Proposition 65 (assuming that Settling Defendant, at the relevant time,
22 employs enough persons to qualify as a "[p]erson in the course of doing business" within the
23 meaning of Health and Safety code section 25249.11, subdivision (a)), the Unfair Competition
24 Law, the False Advertising Law, or any other laws. In any new action brought by the People or
25 another enforcer alleging subsequent violations of law, Settling Defendant may assert any and all
26 available defenses.

1 **10. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

2 10.1. Each signatory to the Stipulation portion of this Consent Judgment certifies that he
3 or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment
4 and to enter into the Consent Judgment on behalf of the Party he or she represents, respectively,
5 and to legally bind that Party.

6 **11. CLAIMS COVERED**

7 11.1. Full and Binding Resolution. This Consent Judgment is a full, final, and binding
8 resolution between the People, CSI, and Settling Defendant, its parents, shareholders, divisions,
9 subdivisions, subsidiaries, sister companies, and cooperative members (collectively, the “Covered
10 Entities”), and the officers, directors, employees, attorneys, consultants, agents, representatives,
11 predecessors, successors, and assigns of any of the above, of any Causes of Action currently
12 alleged in the Complaints. Following the Effective Date of this Consent Judgment, Compliance
13 by Settling Defendant with all of the requirements of this Consent Judgment, and Settling
14 Defendant’s full cooperation in the implementation of this Consent Judgment, shall constitute
15 compliance by Settling Defendant with those provisions of Proposition 65 and Business and
16 Professions Code section 17200 of the Unfair Competition Law applicable to the presence of lead
17 in the Covered Products.

18 11.2. Downstream Entities. This Consent Judgment also resolves the liability of entities
19 who have purchased or received Covered Products sold or distributed by Settling Defendant
20 (“Downstream Entities”) for violations of Proposition 65 or Business and Professions Code
21 section 17200 of the Unfair Competition Law for alleged exposure to lead from use of the
22 Covered Products that the Downstream Entities purchased from Settling Defendant prior to the
23 Effective Date, as well as products purchased after the Effective Date but manufactured before
24 the Effective Date.

25 11.3. Compliance by Settling Defendant with all of the requirements of this Consent
26 Judgment following the Effective Date constitutes compliance with Proposition 65 and Business
27 and Professions Code section 17200 of the Unfair Competition Law with respect to any
28

1 obligation of Downstream Entities to provide a warning under Proposition 65 as to the lead
2 content of any Covered Product that such Downstream Entities obtained from Settling Defendant,
3 provided that Settling Defendant and Downstream Entities must provide any reasonably
4 necessary cooperation in the implementation of this Consent Judgment and they may not frustrate
5 or interfere with the implementation of any provision of this Consent Judgment.

6 11.4. Except as expressly provided herein, nothing in this Consent Judgment is intended
7 to, nor shall it be construed to, preclude the People, or any federal, state, or local agency,
8 department, board, or other governmental entity, from exercising its authority or rights under any
9 federal, state, or local law, statute, or regulation. In any subsequent action that may be brought by
10 the People, Settling Defendant agrees that it will not assert that failing to pursue such claim,
11 violation, or cause of action as part of this action constitutes claim-splitting.

12 11.5. This Consent Judgment resolves all claims relating to the failure to warn of the
13 presence of lead in the Covered Products as set forth in Section 11.1. The People expressly retain
14 the right to assert any claims, whether under the Unfair Competition Law, the False Advertising
15 Law, Proposition 65, or any other law or regulation, that do not arise from the presence of lead in
16 the Covered Products.

17 **12. NOTICE**

18 When any Party is entitled to receive any notice under this Consent Judgment, the notice
19 shall be sent to the person and address set forth below:

20 To Settling Defendants:

21 Anthony J. Anscombe
22 Steptoe LLP
23 1 Market Street, Steuart Tower, Ste. 1070
24 San Francisco, CA 94105
25 Aanscombe@steptoe.com
26
27
28

1 Justin Griner
2 Legal Director, Nutrition N.A.,
3 Mead Johnson and Company LLC;
4 Mead Johnson Nutrition Co.
5 2400 W Lloyd Expressway
6 Evansville, IN 47712
7 Justin.griner@reckitt.com
8 812-429-5015

9 To the People:

10 Megan Hey, Deputy Attorney General
11 California Department of Justice
12 300 South Spring Street, Suite 1702
13 Los Angeles, CA 90013
14 Megan.Hey@doj.ca.gov

15 Caroline Fowler and Katy Yount
16 Deputy District Attorneys, Sonoma County District Attorney's Office
17 2300 County Center Dr., Ste. B-170
18 Santa Rosa, CA 95403
19 caroline.fowler@sonoma-county.org
20 katy.yount@sonoma-county.org

21 To CSI:

22 Rebecca Davis
23 Lozeau Drury LLP
24 1939 Harrison St., Suite 150
25 Oakland, CA 94612
26 rebecca@lozeaudrury.com

27 Any Party may modify the person and address to whom the notice is to be sent by sending
28 each other Party notice by e-mail or certified mail, return receipt requested. Said change shall
take effect five days after the date the return receipt is signed by the Party receiving the notice, or
immediately upon confirmation by e-mail from the Party receiving the notice.

13. WRITTEN CERTIFICATION

Unless otherwise expressly specified in this Consent Judgment, within fifteen (15) court days of the People's written request, Settling Defendant will provide the People with written certification that any required action under this Consent Judgment has been completed pursuant to the terms set forth herein.

1 **14. REEVALUATION OF MAXIMUM LEAD LEVEL**

2 14.1 The Maximum Lead Level set forth in Section 3.6, above, as it applies to the
3 Covered Products, shall be subject to reevaluation if the People determine: (i) that it is feasible,
4 through good manufacturing or good agricultural practices, to achieve lower levels of lead; or (ii)
5 that it is otherwise necessary to comply with the requirements of Proposition 65. If the People
6 determine that the Maximum Lead Level should be lowered, they shall meet and confer with
7 Settling Defendant in order to agree by stipulation on a revised level and to other changes to the
8 Consent Judgment that result from lowering the Maximum Lead Level. If that process is not
9 successful, the People may seek to revise the Maximum Lead Level by making a noticed motion
10 in this Court. In any such proceeding, the Settling Defendant shall be entitled to present evidence
11 and argument as to why the Maximum Lead Level should not be lowered.

12 14.2 Such a motion shall contain evidence from a qualified expert supporting the
13 People's claim that a lower level is available and feasible. In response to such a motion, Settling
14 Defendant will have the opportunity to request that the Court permit limited written and
15 deposition discovery of the People's expert(s). Settling Defendant may base its opposition to
16 Plaintiff's motion on (i) this limited discovery; (ii) any other admissible evidence supporting its
17 claim that a lower level is not available and commercially feasible, or is unnecessary to meet the
18 requirements of Proposition 65; and (iii) any applicable affirmative defenses.

19 14.3 The Maximum Lead Level set forth in Section 3.6 shall also be subject to
20 reevaluation if the Settling Defendant determines, in light of subsequent developments, that
21 compliance is not commercially feasible, and/or would cause shortages of formulas supplied to
22 California. By way of example, and without restriction to other circumstances, if Settling
23 Defendant demonstrates that there has been a change in raw material supplies, that beneficial new
24 ingredients may affect lead levels, that there has been a change in the law relating to Proposition
25 65, or that legal challenges to certain ingredients or formulations make it impossible for Settling
26 Defendant to comply with competing legal obligations, it may seek reevaluation of the Maximum
27 Lead Levels set forth herein.
28

1 **15. NO EFFECT ON OTHER PRODUCTS**

2 The Maximum Lead Level defined herein, and the provisions for calculating exceedances
3 of that level set forth above, are not applicable to products that are not subject to this Consent
4 Judgment, and it is not intended to establish applicable or unacceptable lead levels for any such
5 products. The People, without limitation, expressly reserve the right to take action, seek penalties
6 and injunctive relief, and exercise their authority or rights under any federal, state, or local law,
7 statute, or regulation with regard to any products other than the Covered Products.

8 **16. NO WAIVER OF THE RIGHT TO ENFORCE**

9 The failure of the People to enforce any provision of the Consent Judgment shall neither
10 be deemed a waiver of such provision, nor in any way affect the validity of the Consent Judgment
11 or the People's enforcement authority. The failure of the People to enforce any such provision in
12 the Consent Judgment shall not preclude them from later enforcing the same or other provisions.
13 No oral advice, guidance, suggestions, or comments by the People or Settling Defendant, or by
14 people or entities acting on behalf of either of them, regarding matters covered in this Consent
15 Judgment, shall be construed to relieve Settling Defendant of its obligations under this Consent
16 Judgment.

17 **17. DECLARATION FROM SETTLING DEFENDANT**

18 Within ten (10) days from the Effective Date of this Consent Judgment, Settling
19 Defendant shall submit a written declaration signed by its corporate officer(s) with knowledge of
20 the facts and authority to execute the declaration under penalty of perjury, attesting that the sales,
21 profit and other information it has submitted to the People is complete and accurate. The
22 completeness and accuracy of this data are material to this Consent Judgment.

23 **18. COURT APPROVAL**

24 This Consent Judgment shall be submitted to the Court for entry by noticed motion or as
25 otherwise may be required or permitted by the Court. If this Consent Judgment is not approved
26 by the Court, it shall be of no force or effect, and may not be used by the People or Settling
27 Defendant for any purpose.
28

1 **19. ENTIRE AGREEMENT**

2 This Consent Judgment contains the sole, final and entire agreement and understanding of
3 the Parties with respect to the entire subject matter hereof, and supersedes any and all prior
4 discussions, negotiations, commitments and understandings related hereto. No representations,
5 oral or otherwise, express or implied, other than those contained herein have been made by any
6 Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be
7 deemed to exist or to bind any of the Parties.

8 **20. RETENTION OF JURISDICTION**

9 This Court shall retain jurisdiction of this matter to implement and enforce the Consent
10 Judgment, and to resolve any disputes that may arise as to the implementation of this Consent
11 Judgment. Should a dispute arise as to the implementation of this Consent Judgment, any Party
12 may, by noticed motion, request that the Court resolve the dispute. If the dispute involves a
13 determination made by the People regarding the terms of this Consent Judgment, the Party
14 objecting to that determination will have the burden of challenging it.

15 **21. SEVERABILITY**

16 If, subsequent to the entry of this Consent Judgment, any of its provisions are held by a
17 court to be unenforceable, the validity of the enforceable provisions remaining shall not be
18 adversely affected.

19 **22. EQUAL AUTHORSHIP**

20 This Consent Judgment shall be deemed to have been drafted equally by the Parties hereto.
21 The Parties agree that the rule of construction holding that ambiguity is construed against the
22 drafting party shall not apply to the interpretation of this Consent Judgment.

23 **23. EXECUTION IN COUNTERPARTS**

24 This Consent Judgment may be executed in counterparts, which taken together shall be
25 deemed to constitute one document.

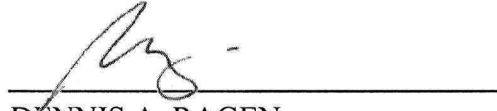
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IT IS SO STIPULATED:

Dated: July 18, 2024

ROB BONTA
Attorney General of California
LAURA J. ZUCKERMAN
Supervising Deputy Attorney General



DENNIS A. RAGEN
MEGAN K. HEY
Deputy Attorneys General
*Attorneys for People of the State of California
(Case #18912553)*

Dated: 7/17/24

CARLA RODRIGUEZ
District Attorney, County of Sonoma



CAROLINE FOWLER
KATY YOUNT
Deputy District Attorneys
Sonoma District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated: 07/17/2024

BROOKE JENKINS
District Attorney, County of San Francisco



MATT BELTRAMO
Assistant District Attorney
San Francisco District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated:

PAMELA Y. PRICE
District Attorney, County of Alameda

SIMONA FARRISE BEST
Senior Assistant District Attorney
Alameda District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

1 **IT IS SO STIPULATED:**

2 Dated:

ROB BONTA
Attorney General of California
LAURA J. ZUCKERMAN
Supervising Deputy Attorney General

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6 _____
DENNIS A. RAGEN
MEGAN K. HEY
Deputy Attorneys General
Attorneys for People of the State of California
(Case #18912553)

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9 Dated:

CARLA RODRIGUEZ
District Attorney, County of Sonoma

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CAROLINE FOWLER
KATY YOUNT
Deputy District Attorneys
Sonoma District Attorney's Office
Attorneys for the People of the State of
California (Case #18912553)

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16 Dated:

BROOKE JENKINS
District Attorney, County of San Francisco

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19 _____
MATT BELTRAMO
Assistant District Attorney
San Francisco District Attorney's Office
Attorneys for the People of the State of
California (Case #18912553)

20
21
22 Dated: 7/18/2024

PAMELA Y. PRICE
District Attorney, County of Alameda

23
24 DocuSigned by:
Simona Farris Best
A1EB203CA26A461

25 _____
SIMONA FARRISE BEST
Senior Assistant District Attorney
Alameda District Attorney's Office
Attorneys for the People of the State of
California (Case #18912553)

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Dated: JEANNINE PACIONI
District Attorney, County of Monterey

EMILY D. HICKOK
Chief Deputy District Attorney
Monterey District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated: JEFFREY ROSEN
District Attorney, County of Santa Clara

CHRISTOPHER JUDGE
Deputy District Attorney
Santa Clara District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated: TODD SPITZER
District Attorney, County of Orange

ALICIA BERRY
Deputy District Attorney
Orange District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated: 7-16-24 LORI FRUGOLI
District Attorney, County of Marin

Andres H. Perez

ANDRES PEREZ
Deputy District Attorney
Marin District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

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Dated:

JEANNINE PACIONI
District Attorney, County of Monterey

EMILY D. HICKOK
Chief Deputy District Attorney
Monterey District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated: 7-18-24

JEFFREY ROSEN
District Attorney, County of Santa Clara



CHRISTOPHER JUDGE
Deputy District Attorney
Santa Clara District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated:

TODD SPITZER
District Attorney, County of Orange

ALICIA BERRY
Deputy District Attorney
Orange District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated:


LORI FRUGOLI
District Attorney, County of Marin

ANDRES PEREZ
Deputy District Attorney
Marin District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

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Dated: 7/18/2024

JEANNINE PACIONI
District Attorney, County of Monterey



EMILY D. HICKOK
Chief Deputy District Attorney
Monterey District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated:

JEFFREY ROSEN
District Attorney, County of Santa Clara

CHRISTOPHER JUDGE
Deputy District Attorney
Santa Clara District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated:

TODD SPITZER
District Attorney, County of Orange

ALICIA BERRY
Deputy District Attorney
Orange District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated:

LORI FRUGOLI
District Attorney, County of Marin

ANDRES PEREZ
Deputy District Attorney
Marin District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

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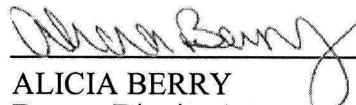
Dated: JEANNINE PACIONI
District Attorney, County of Monterey

EMILY D. HICKOK
Chief Deputy District Attorney
Monterey District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated: JEFFREY ROSEN
District Attorney, County of Santa Clara

CHRISTOPHER JUDGE
Deputy District Attorney
Santa Clara District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated: July 16, 2024 TODD SPITZER
District Attorney, County of Orange



ALICIA BERRY
Deputy District Attorney
Orange District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated: LORI FRUGOLI
District Attorney, County of Marin

ANDRES PEREZ
Deputy District Attorney
Marin District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

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Dated:

ALLISON HALEY
District Attorney, County of Napa

PATRICK COLLINS
Deputy District Attorney
Napa District Attorney's Office
Attorneys for the People of the State of California (Case #18912553)

Dated: 07/16/2024

STEPHANIE BRIDGETT
District Attorney, County of Shasta



ANAND "LUCKY" JESRANI
Senior Deputy District Attorney
Shasta District Attorney's Office
Attorneys for the People of the State of California (Case #18912553)

Dated:

KRISHNA A. ABRAMS
District Attorney, County of Solano

DIANE NEWMAN
Deputy District Attorney
Solano District Attorney's Office
Attorneys for the People of the State of California (Case #18912553)

Dated:

JEFF ROSELL
District Attorney, County of Santa Cruz

DOUGLAS ALLEN
Assistant Deputy District Attorney
Santa Cruz District Attorney's Office
Attorneys for the People of the State of California (Case #18912553)

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Dated:

ALLISON HALEY
District Attorney, County of Napa

PATRICK COLLINS
Deputy District Attorney
Napa District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated:

STEPHANIE BRIDGETT
District Attorney, County of Shasta

ANAND "LUCKY" JESRANI
Senior Deputy District Attorney
Shasta District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated:

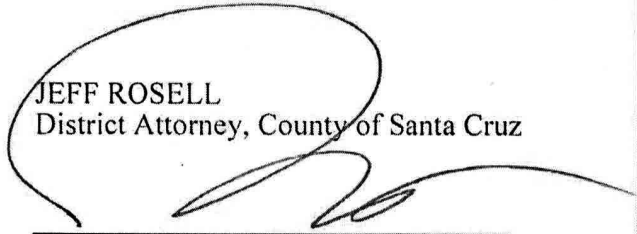
KRISHNA A. ABRAMS
District Attorney, County of Solano

DIANE NEWMAN
Deputy District Attorney
Solano District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated:

7/16/24

JEFF ROSELL
District Attorney, County of Santa Cruz

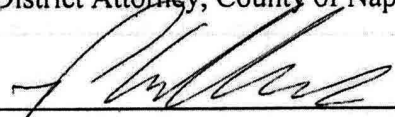


DOUGLAS ALLEN
Assistant Deputy District Attorney
Santa Cruz District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

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Dated: 7/16/24

ALLISON HALEY
District Attorney, County of Napa



PATRICK COLLINS
Deputy District Attorney
Napa District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated:

STEPHANIE BRIDGETT
District Attorney, County of Shasta

ANAND "LUCKY" JESRANI
Senior Deputy District Attorney
Shasta District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated:

KRISHNA A. ABRAMS
District Attorney, County of Solano

DIANE NEWMAN
Deputy District Attorney
Solano District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

Dated:

JEFF ROSELL
District Attorney, County of Santa Cruz

DOUGLAS ALLEN
Assistant Deputy District Attorney
Santa Cruz District Attorney's Office
*Attorneys for the People of the State of
California (Case #18912553)*

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Dated:

ALLISON HALEY
District Attorney, County of Napa

PATRICK COLLINS
Deputy District Attorney
Napa District Attorney's Office
Attorneys for the People of the State of California (Case #18912553)

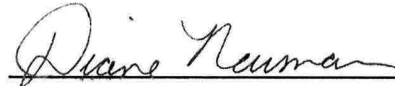
Dated:

STEPHANIE BRIDGETT
District Attorney, County of Shasta

ANAND "LUCKY" JESRANI
Senior Deputy District Attorney
Shasta District Attorney's Office
Attorneys for the People of the State of California (Case #18912553)

Dated: July 16, 2024

KRISHNA A. ABRAMS
District Attorney, County of Solano



DIANE NEWMAN
Deputy District Attorney
Solano District Attorney's Office
Attorneys for the People of the State of California (Case #18912553)

Dated:

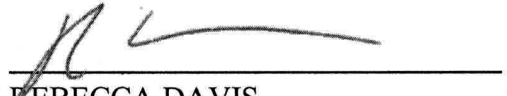
JEFF ROSELL
District Attorney, County of Santa Cruz

DOUGLAS ALLEN
Assistant Deputy District Attorney
Santa Cruz District Attorney's Office
Attorneys for the People of the State of California (Case #18912553)

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Dated: July 18, 2024

LOZEAU DRURY LLP



REBECCA DAVIS
*Attorneys for Community Science Institute
(Case Numbers RG18887564, RG18887565,
RG18887567)*

Dated:

STEPTOE & JOHNSON LLP

ANTHONY J. ANSCOMBE
*Attorneys for Mead Johnson & Company
and Mead Johnson Nutrition Company
(Case Numbers 18912553 and RG18887564)*

Dated:

ROBERT CLEVELAND

Mead Johnson Nutrition Company
(Director/President)
Mead Johnson & Company, LLC
President & CEO

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____

JUDGE OF THE SUPERIOR COURT

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Dated:

LOZEAU DRURY LLP

REBECCA DAVIS

*Attorneys for Community Science Institute
(Case Numbers RG18887564, RG18887565,
RG18887567)*

Dated:

STEPTOE & JOHNSON LLP

DocuSigned by:

Anthony J Ancombe

E5E46C3B819C421

ANTHONY J. ANSCOMBE

*Attorneys for Mead Johnson & Company
and Mead Johnson Nutrition Company
(Case Numbers 18912553 and RG18887564)*

Dated: Jul-18-2024

ROBERT CLEVELAND

DocuSigned by:

Robert Cleveland

AFE55E96CB4B494...

Mead Johnson Nutrition Company
(Director/President)
Mead Johnson & Company, LLC
President & CEO

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated:

7/29/24

Frank Ponce

JUDGE OF THE SUPERIOR COURT

Exhibit A

Exhibit A

<u>Covered Product Name (as of July 12, 2018)</u>	<u>Maximum Lead Level (in PPB)</u>
Enfamil Enfacare for babies born prematurely	5
Enfamil Infant Formula Milk Based Powder with Iron	5
Enfamil Infant Gentlease	5
Enfagrow Premium Toddler Next Step	5
Enfamil Infant FORMULA – A.R. for spit up	5
Nutramigen with Enflora	7
Enfamil Reguline	5
LGG Hypoallergenic Formula with Iron	7
Enfamil Infant Soy ProSobee	7
Enfamil Soy Infant Formula (Concentrated Liquid)	7
Enfagrow Premium Toddler Transitions	5
Nutramigen DHA + ARA Hypoallergenic Infant Formula with Iron (liquid)	7
Enfagrow Toddler Transitions Gentlease 9-18 Months	5

Exhibit B

EXHIBIT B

AUDITOR'S CERTIFICATION

REQUIRED CERTIFICATION FROM INTERNAL OR INDEPENDENT AUDITOR

I, _____[Name]_____, certify as follows with respect to the following Covered Products:

INSERT NAMES OF PRODUCTS CONSISTENT

I. DEFINITIONS

For the purposes of that Certification, the following definitions are applicable:

- A. "Consent Judgment" means the Consent Judgment entered into by the People and Mead Johnson LLC (Mead Johnson) in Alameda County Superior Court Case No. RG18407841.
- B. "Covered Products" means the Products identified in Section 3.1 of the Consent Judgment, Exhibit A manufactured after the Effective Date.
- C. The "Maximum Lead Level(s)" for the finished Covered Product is 5 parts per billion for milk based formulas, and 7 ppb for soy-based formula and Nutramigen.
- D. A "Qualified Laboratory" is a laboratory that meets the requirements, and follows the procedures, set forth in Exhibit C to the Consent Judgment.
- E. A "Lead Contribution Exercise" is a mass balance exercise that evaluates the contribution of lead from each ingredient that has the potential to contribute a significant amount of lead to the Covered Products. The objective of the lead contribution exercise is to calculate the potential total amount of lead that will result from the formulation of the product, considering: (1) the amount of each ingredient present in the finished product, and (2) the amount of lead present in each such ingredient, based on laboratory testing or other reliable information or evidence regarding the lead levels in each such ingredient. The resulting calculation of the total lead concentration in the product is then compared with the maximum amount of lead allowed, and will not exceed the Maximum Lead Level.

The Auditor will review the Lead Contribution Exercise, or confirm the Lead Contribution Exercise has been conducted, for the Covered Products (as per Exhibit A). Based on this Exercise, the Auditor will verify lead contributions for each ingredient and formulation to ensure covered product does not exceed the maximum levels.

F. "Representative Samples" *Representative sample* means a sample that consists of a number of units that are drawn based on rational criteria, such as random sampling, and intended to ensure that the sample accurately portrays the material being sampled. After the Effective Date:

1. All production lots of Covered Products will be sampled and tested for lead levels.
2. If a certified product from Exhibit A is reformulated after the effective date, each production lot is tested and its lead concentration must not exceed the maximum lead level.

G. "Effective Date" has the same meaning as in the Consent Judgment, i.e., the date on which the Consent Judgment is entered as a judgment by the Court.

CERTIFICATION

1. **HAACP Program.** Mead Johnson has implemented a Hazard Analysis and Critical Control Points ("HACCP") program that identifies lead as a hazard and implements the prevention steps to minimize the presence of lead in the Covered Products.
2. **Certifications.** Based on my review of Mead Johnson's facilities, I certify that Mead Johnson satisfies the following requirements ("Lead Reduction Requirements") in its production of the Covered Products:
 - 2.1. Potable Water Supply. The potable water supply is monitored for lead levels. The internal distribution system is not a source of lead.
 - 2.2. Food Contact Surfaces. All food and ingredient contact equipment utensils, containers are constructed from lead-free materials. No brass or bronze components may come in contact with ingredients or the final product. (Evidence of the use of lead-containing materials as verified using a LeadCheck Swab, XRF lead testing device, or a similar test method is considered a critical deficiency).
 - 2.3. Lubricants/Sealants, etc. Lubricants, sealants and similar materials used in direct food contact areas, as well as in areas that have the potential to contaminate product, are food grade. This included storage areas in addition to processing and packing areas.
 - 2.4. Preventative devices. Preventative devices including screens, filters, magnets, metal detection devices, and manual inspection are used to remove foreign material (metal, wood, plastic, etc).
 - 2.5. Process control. Process control is validated through an audit program whereby processes and finished product is periodically tested for total lead content. The Limit of

Detection (LOD) for the finished products and major ingredients must be equal to or less than 0.002 mg/kg.

3. **Testing and follow up for Covered Products.** In order to ensure that lead levels in the Covered Products do not exceed the applicable Maximum Lead Levels, I have taken the following steps:
 - 3.1. **Testing Representative Samples.** Representative Samples of the Covered Product have been tested in compliance with Sections 4.2.2 and 5.1.1 of the Consent Judgment, and the Analytical Guidance for Laboratories set forth in Exhibit C to the Consent Judgment.
 - 3.2. **Results Exceeding Maximum Lead Level [If Applicable Pursuant to Sections 4.3.1 to 4.3.3 of the Consent Judgment].** This testing indicated that the lead levels in the following products exceeded the applicable Maximum Lead Level. **[Insert Product Names, if any]**
 - 3.2.1. **Follow Up Measures.** *[If Applicable]* With respect to these products, Mead Johnson has complied, or is currently in the process of complying with, the requirements set forth in Section 4.4.3 of the Consent Judgment, as follows: **[Describe steps taken to comply with Section 4.5 of the Consent Judgment.]**
4. **Lead Contribution Exercise.** I have conducted [or reviewed] a Lead Contribution Exercise for existing and reformulated Covered Products, in compliance with Section 5.1.2 of the Consent Judgment. Based on this Exercise, I established probable lead concentrations for the following ingredients: **[Insert ingredients]**. The lead concentrations that I established as part of this Exercise reflect safety margins for these ingredients that are designed to result in a finished Covered Product that has a lead concentration of no more than the applicable Target Lead Level.
6. **Ingredient Certification or Testing.** With respect to ingredients that are likely to contribute lead in amounts that that can cause the finished product to exceed the Maximum Lead Level, Mead Johnson will take steps that those ingredients do not contain lead that would lead to the final formulation to exceed the maximum lead level, has taken the following steps to ensure that those ingredients do not contain lead in excess of the applicable maximum lead levels established pursuant to Sections D, F and 3, above: **[Describe steps which include (a) Mead Johnson's testing of ingredients, and/or (b) reliable testing, or certification, of the ingredients by the suppliers.]**
7. **[For the First Certification by the Independent Food Quality Auditor:]** As required by Section 5.3 of the Consent Judgment, I have reviewed (a) the recommendations of the Internal Auditor and their implementation under section 5.1.1 of the Consent Judgment, (b) the lead contribution exercise as required by section 5.1.2, of the Consent Judgment and (c) the matters set forth in Sections 5.1.3 through 5.1.6 and 5.2 of the Consent Judgment. Based on this review, I made the following recommendations **[if any]** and Mead Johnson took the

following action [if any.] Mead Johnson provided me with site access and data and information as necessary for the completion of this review.

8. [For the Second and Subsequent Certifications by the Internal Auditor]. I have undertaken the steps required by Sections 5.1.3 through 5.1.6 of the Consent Judgment. As required by Section 5.2 of the Consent Judgment, I have consulted with the Independent Food Quality Auditor with respect to (1) the lead testing and lead prevention practices that are in place; (2) commercially feasible ways, including ingredient sourcing, to further reduce the lead content in the Covered Products and their ingredients and (3) Mead Johnson's procedures pertaining to the commercial feasibility of keeping lead levels of Nutramigen and soy-based products at 7 ppb or lower. The Independent Auditor made the following certification and recommendation; [Insert certification of adequacy of lead testing and lead prevention practices and any recommendations]. and Mead Johnson took the following steps in response to those recommendations [Insert summary of any steps taken in response to the recommendations.]

Date: _____

[FIRST CERTIFICATION: SIGNATURE OF INDEPENDENT FOOD
QUALITY AUDITOR]

Date: _____

[SUBSEQUENT CERTIFICATIONS: SIGNATURE OF INTERNAL
AUDITOR.

Exhibit C

Exhibit C

ANALYTICAL GUIDANCE FOR LABORATORIES

Analyses must utilize a method that employs ICP-MS. Compliance testing should be conducted using a validated method based on ICP-MS technology, such as AOAC Official Method 2015.01. Laboratories must have the capability of controlling lead contamination throughout the analytical process, including sample compositing, sample digestion, and the heavy metal determination steps. In order to meet the analytical objectives, the use of high purity acids will be required as well the use of closed-vessel type sample digestion procedures (or alternative digestion procedures that yield acceptable results). The conditions and procedures needed to successfully meet the analyses are described in the United States Food & Drug Administration (FDA) Elemental Analysis Manual, EAM 4.7.

<https://www.fda.gov/food/laboratory-methods-food/elemental-analysis-manual-eam-food-and-related-products>

<https://www.fda.gov/media/87509/download>

Particular attention must be given to the specifications for recovery determinations offered to attribute accuracy to these analyses. The levels of lead and other heavy metals used to fortify products and ingredients for analyte recovery must be in the range of 50-200% of the lead or other heavy metal levels found in the product, if the level of lead or other heavy metals in the product is in a quantifiable range. As a measure of accuracy, laboratories are also encouraged to provide recovery information for Certified Reference Materials with a matrix like that of the sample and with similar lead or other heavy metal levels. All laboratory test results will need to include LOD, LOQ, spike recovery, and all quality controls in order to determine statistical variance within the method. (Acceptable variance would be 20%)

Participating laboratories must be accredited, preferably under ISO 17025, to conduct low level lead analyses in foods by ICP-MS. Participating laboratories must also participate in an approved Check Sample or Lab Proficiency Program and be within the acceptable range of results (normally 1 STDEV of the mean of all labs).

The analytical objective for lead or other heavy metal analysis, i.e., the Limit of Quantification (LOQ), for finished products and for the major ingredients is 0.002 mg/kg, or less (i.e., 2 ppb).

Exhibit D

EXHIBIT D

PAYMENTS

Distribution of Health & Safety Code Section 25249.7 Payments Pursuant To Paragraph 7.1

Payment checks shall be made out to the payees below in the indicated amounts:

Office of Environmental Health Hazard Assessment	\$ 318,750.00
Community Science Institute	\$ 53,125.00
Office of the Attorney General	\$ <u>53,125.00</u>
Total	\$425,000.00

Distribution Of Bus. & Prof. Code § 17206 Payments Pursuant To Paragraph 7.2

Payment checks shall be made out to the payees below in the indicated amounts:

Office of the Attorney General	\$ 35,416.00
Alameda County District Attorney	\$ 35,418.00
Marin County District Attorney	\$ 35,418.00
Monterey County District Attorney	\$ 35,416.00
Napa County District Attorney	\$ 35,416.00
Orange County District Attorney	\$ 35,416.00
San Francisco District Attorney	\$ 35,418.00
Santa Clara County District Attorney	\$ 35,416.00
Santa Cruz County District Attorney	\$ 35,416.00
Shasta County District Attorney	\$ 35,416.00
Solano County District Attorney	\$ 35,416.00
Sonoma County District Attorney	\$ <u>35,418.00</u>
Total	\$425,000.00

FEES AND COSTS

Distribution Of Fees And Costs Pursuant To Paragraph 7.4

Payment checks shall be made out to the payees below in the indicated amounts:

Monterey County District Attorney's Office	\$ 90,000.00
Community Science Institute	\$ 140,000.00
California Department of Justice-Litigation Deposit Fund	\$240,000.00

Payments to the Office of Environmental Health Hazard Assessment will be sent to

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

Payments to the Attorney General and the California Department of Justice will be sent to:

Robert Thomas
Legal Analyst
1515 Clay St., 20th Floor
P.O. Box 70550
Oakland, CA 94612-0550

Payments to the District Attorneys will be sent to:

Emily Hickok
Deputy District Attorney
1200 Aguajito Road, Room 301,
Monterey, CA 93940

Payments to the Community Science Institute will be sent to:

Rebecca L. Davis
Lozeau, Drury LLP
1939 Harrison St., Suite 150
Oakland, CA 94612

Distribution of Any Health & Safety Code Section 25249.7 Payment Pursuant To Paragraph 4.4.3 (Future Test Results)

75% of any payment pursuant to paragraph 4.4.3 (pertaining to future test results) shall be paid to the Office of Environmental Health Hazard Assessment and the remaining 25% shall be paid to the Office of the Attorney General.

Exhibit E

Exhibit E

SUPPLEMENTAL ENVIRONMENTAL PROJECT

Mead Johnson agrees to fund a Supplemental Environmental Project (SEP) that will be managed by the Rose Foundation (hereinafter the SEP Manager). The purpose of the SEP will be to distribute water filters for free to residents in California statewide, with demonstrated financial need for use in their homes to reduce lead levels (Program). In the event that the parties and SEP Manager jointly determine that implementing the Program would result in administrative and/or logistical costs of 40% or more of the total SEP funds to implement, or would require more than two calendar years to implement, or that other technical limitations (i.e., procurement or distribution of filters became impossible), then the parties and SEP Manager will find that the Program is infeasible to implement, and the parties will promptly meet and confer in order to agree upon an alternative program that is targeted at reducing pre- and post-natal lead exposure by California residents. The SEP funds will not be used to advocate for any action by state agencies.

Within 30 Days of the Effective Date, Mead Johnson will transmit eight hundred fifty thousand dollars (\$850,000) to the SEP Manager to implement the SEP pursuant to this Consent Judgment.

At all times relevant to the SEP, Mead Johnson and the People agree to work cooperatively with the SEP Manager to prepare a plan for the expenditure of these funds and make any decisions that may be necessary to implement the SEP described herein, and they further agree that any such approvals will not be unreasonably withheld.

The SEP Manager will provide notice to the People and to Mead Johnson via the representatives specified in this Consent Judgment on a yearly basis regarding the performance of the SEP in fulfilling its purpose.

Mead Johnson may advertise the SEP but it agrees such advertisement will also state that the SEP is pursuant to this Consent Judgment and identify the case by case number.

If the SEP Manager has not expended at least eight hundred fifty thousand dollars (\$850,000) on the SEP during the five (5) year period following the Effective Date, then, at the end of this five-year period, the SEP Manager shall pay the difference between its actual expenditures and eight hundred fifty thousand dollars (\$850,000) as additional payment attributable to Mead Johnson pursuant to Health and Safety Code Section 25249.7. Pursuant to Health and Safety Code section 25249.12, seventy-five percent (75%) of these funds will be paid to the Office of Environmental Health Hazard Assessment and twenty-five percent (25%) of these funds will be paid to the Office of the Attorney General. The Attorney General shall allocate and pay fifty percent (50%) of the funds received by the Attorney General to the District Attorneys participating in this action, said amount to be distributed in equal shares among the District Attorney Offices set forth in Exhibit D.

DECLARATION OF SERVICE BY E-MAIL

Case Name: **People of the State of California v. Mead Johnson Nutrition Company, et al.**

Case No.: **RG18912553** (Lead)
Consolidated Cases: RG18887564, RG18887565, RG18887567)

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is 300 South Spring Street, Suite 1702, Los Angeles, CA 90013.

On July 18, 2024, I served the **(PROPOSED) CONSENT JUDGMENT AS TO DEFENDANTS MEAD JOHNSON NUTRITION COMPANY AND MEAD JOHNSON & COMPANY, LLC IN CASE NUMBERS RG18912553 AND RG18887564** by transmitting a true copy via electronic mail, addressed as follows:

Anthony J. Anscombe
Carol R. Brophy
Robyn C. Crowther
Angela Sousa
Melanie Ayerh
Steptoe & Johnson LLP
1 Market Street, Steuart Tower, Suite 1070
San Francisco, CA 94105
E-Mail: aanscombe@steptoe.com
E-Mail: cbrophy@steptoe.com
E-Mail: rcrowther@steptoe.com
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*Attorneys for Mead Johnson & Company
and Mead Johnson Nutrition Company*

Rebecca L. Davis
Lozeau Drury LLP
1939 Harrison St., Suite 150
Oakland, CA 94612
E-Mail: rebecca@lozeaudrury.com
Attorneys for Community Science Institute

Jeannine Pacioni
District Attorney, County of Monterey
Emily D. Hickok, SBN 247175
Chief Deputy District Attorney
1200 Aguajito Road, Room 301,
Monterey, CA 93940
E-Mail: HickokED@co.monterey.ca.us

**Service List continues on page 2*

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on July 18, 2024, at Los Angeles, California.

Beatriz Davalos
Declarant


Signature

Case Name: **People of the State of California v. Mead Johnson Nutrition Company, et al.**

Case No.: **RG18912553** (Lead)

Consolidated Cases: RG18887564, RG18887565, RG18887567)

SERVICE LIST VIA E-MAIL (Continued)

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Allison Haley
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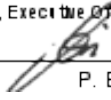
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Stephanie Bridgett
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Krishna A. Abrams
District Attorney, County of Solano
Diane Newman, Deputy District Attorney
675 Texas Street, 4th Floor, #4500
Fairfield, CA 94533
E-Mail: dmnewman@solanocounty.com

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/29/2024 Chad Finke, Executive Officer / Clerk of the Court
PLAINTIFF/PETITIONER: People of the State of California et al	By:  Deputy
DEFENDANT/RESPONDENT: Mead Johnson Nutrition Company et al	P. Bir
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG18912553

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment - Consent Judgment - 07/29/2024 entered for Plaintiff People of the State of California against Defendant Mead Johnson Nutrition Company AKA a Delaware Corporation; Defendant Mead Johnson & Company, LLC AKA a Delaware limited liability company. entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Amy Anderson
California Attorney General's Office
amy.anderson@doj.ca.gov

Megan K. Hey
Deputy Attorney General

Dated: 07/29/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



P. Bir, Deputy Clerk