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FILED
ALAMEDA COUNTY

OCT 24 2014

CLERK OF SUPERIOR COURT
By *Yestrada*

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

CENTER FOR ENVIRONMENTAL HEALTH,)

Plaintiff,)

v.)

MONDELEZ INTERNATIONAL, INC., *et al.*,)

Defendants.)

Case No. RG-13-677800

Amended
~~PROPOSED~~ CONSENT JUDGMENT
AS TO PANOS BRANDS, LLC

1. INTRODUCTION

1.1 The Parties to this ^{*Amended*} Consent Judgment are the Center For Environmental Health, a California non-profit corporation ("CEH"), and PANOS Brands, LLC ("Settling Defendant"). The Parties enter into this Consent Judgment to settle certain claims asserted by CEH against Settling Defendant as set forth in the operative complaint ("Complaint") in the above-captioned matter. This Consent Judgment covers the lead content of cookies containing molasses, ginger, or both molasses and ginger ("Covered Products") sold, distributed, or offered for sale by Settling

1 Defendant or that has been or will be sold or offered for sale in the State of California.

2 1.2 On March 1, 2013, CEH provided a 60-day Notice of Violation of Proposition 65
3 to the California Attorney General, the District Attorneys of every county in California, the City
4 Attorneys of every California city with a population greater than 750,000 and to Settling
5 Defendant, alleging that Settling Defendant violated Proposition 65 by exposing persons to lead
6 and lead compounds ("Lead") contained in Covered Products without first providing a clear and
7 reasonable Proposition 65 warning.

8 1.3 Settling Defendant is a corporation that manufactures, distributes, sells or offers for
9 sale Covered Products in the State of California or has done so in the past.

10 1.4 On May 1, 2013, CEH filed the Complaint in the above-captioned matter.

11 1.5 For purposes of this Consent Judgment only, CEH and Settling Defendant (the
12 "Parties") stipulate that this Court has jurisdiction over the allegations of violations contained in
13 the Complaint and personal jurisdiction over Settling Defendant as to the acts alleged in the
14 Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to
15 enter this Consent Judgment as a full and final resolution of all claims which were or could have
16 been raised in the Complaint based on the facts alleged therein with respect to Covered Products
17 manufactured, distributed, and/or sold by Settling Defendant.

18 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
19 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with
20 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
21 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
22 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
23 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
24 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and
25 resolving issues disputed in this Action.

26 **2. INJUNCTIVE RELIEF**

27 2.1 **Specification Compliance Date.** To the extent it has not already done so, no more

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1 than thirty (30) days after the date of entry of this Consent Judgment, to the extent Settling
2 Defendant's Covered Products are manufactured by or supplied by a third party, Settling
3 Defendant shall provide the reformulation specification set in Section 2.2 to each of such Covered
4 Products suppliers and shall instruct each such Covered Products supplier to provide it with
5 Covered Products that comply with the reformulation specification set forth in Section 2.2. If in
6 the future Settling Defendant's Covered Products are manufactured by or supplied by a new third
7 party that it has not previously provided with instructions regarding the reformulation
8 specification set forth in Section 2.2, Settling Defendant shall provide the reformulation
9 specification set forth in Section 2.2 prior to placing an initial order for Covered Products and
10 instruct the new Covered Products supplier to provide it with Covered Products that comply with
11 the reformulation specification set forth in Section 2.2. Settling Defendant shall retain records of
12 communications sent to and received from suppliers that are related to the requirement of this
13 Section 2.1 for a period of three (3) years from the date of entry of this Consent Judgment (the
14 "Effective Date").

15 **2.2 Reformulation of Covered Products.** After January 1, 2015 (the "Reformulation
16 Date"), Settling Defendant shall not purchase, manufacture, ship, sell or offer for sale Covered
17 Products that will be sold or offered for sale in California that contain a concentration of more
18 than seventeen (17) parts per billion ("ppb") Lead by weight (the "Reformulation Level"), such
19 concentration to be determined by use of a test performed by an accredited laboratory using
20 inductively coupled plasma mass spectrometry (ICP-MS) equipment with a level of detection of at
21 least ten (10) ppb that meets standard laboratory QA/QC requirements.

22 **2.3 Testing.** After the Reformulation Date, to ensure compliance with Section 2.2,
23 Defendant shall conduct random testing of Covered Products and take the follow-up actions
24 described in this section ("Validation Testing").

25 **2.3.1 Covered Products To Be Tested:** The products to be tested shall be
26 selected at random from different production lots of the Covered Products that will be offered for
27 sale in California. Testing to assess compliance with the Reformulation Level ("Validation
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1 Testing”) shall be based on testing of either: (a) an aggregate sample of an entire retail package of
2 a Covered Product; or (b) aggregate samples of not less than eight (8) ounces from a single
3 production lot of a Covered Product. At Settling Defendant’s option, a single sample of either (a)
4 or (b), above, or the average test results of up to three (3) samples from the aggregate samples of
5 either (a) or (b), above, can be utilized.

6 2.3.2 Frequency Of Testing: Following the Reformulation Date, Settling
7 Defendant shall conduct Validation Testing on the Covered Products selected as set forth in
8 Section 2.3.1 pursuant to the Test Protocol¹ in the frequency set forth in this Section. The number
9 of Validation Tests performed during each calendar quarter starting on the Reformulation Date
10 shall be based on the number of production lots of Covered Products that are manufactured during
11 each such calendar quarter and that will be offered for sale in California.

12 2.3.2.1 If more than six (6) production lots of Covered Products that will be
13 offered for sale in California are manufactured in a given calendar quarter, Settling Defendant
14 shall conduct one Validation Test from each of up to six different production lots. In such a case,
15 Settling Defendant shall ensure maximum possible dispersion of the testing among different
16 Covered Products and different production lots of each Covered Product with no more than one
17 Validation Test per production lot as set forth in Section 2.3.1. If there are fewer than six (6)
18 production lots of Covered Products manufactured in a single calendar quarter that will be offered
19 for sale in California, then Settling Defendant shall only be required to conduct one Validation
20 Test per production lot manufactured in that calendar quarter, provided that Settling Defendant
21 conduct a minimum of three (3) Validation Tests in such calendar quarter. If there are less than
22 three (3) production lots manufactured in a particular calendar quarter, Settling Defendant shall
23 ensure maximum possible dispersion of the testing among different Covered Products and
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25 ¹ The Test Protocol as used herein is as follows: testing shall be performed by an accredited
26 laboratory using inductively coupled plasma mass spectrometry (ICP-MS) equipment with a level
27 of detection of at least ten (10) ppb that meets standard laboratory QA/QC requirements and using
sample preparation method as set out in FDA Elemental Analysis Manual section 4.7 or similar
for testing of lead in food.

1 different production lots of each Covered Product. If there are no Covered Products manufactured
2 in a given calendar quarter that will be offered for sale in California, Defendant is not required to
3 conduct Validation Testing in that calendar quarter.

4 2.3.2.2 In the event that the Validation Testing demonstrates eight (8)
5 calendar quarters of continuous compliance with the Reformulation Level, Settling Defendant may
6 send written notice to CEH and thereafter reduce the frequency of Validation Testing starting in
7 the calendar quarter following the provision of notice to CEH to up to three (3) tests per calendar
8 quarter. If there are fewer than three (3) production lots of Covered Products manufactured in a
9 single calendar quarter that will be offered for sale in California, then Settling Defendant shall
10 only be required to conduct one (1) Validation Test per production lot manufactured in that
11 calendar quarter. If there are no Covered Products manufactured in a given calendar quarter that
12 will be offered for sale in California, Defendant is not required to conduct Validation Testing in
13 that quarter.

14 2.3.2.3 In the event that the Validation Testing demonstrates an additional
15 eight (8) calendar quarters of continuous compliance with the Reformulation Level, Defendant
16 may send written notice to CEH and thereafter shall no longer be required to conduct the
17 Validation Testing.

18 2.3.3 Covered Products That Exceed Reformulation Level: If the Validation
19 Testing results indicate that a production lot of a Covered Product exceeds the Reformulation
20 Level, Defendant shall: (a) stop selling or offering for sale in California all Covered Products from
21 the same production lot as that of the Covered Product that exceeded the Reformulation Level (the
22 “Non-Compliant Products”); (b) send instructions to any of the stores and/or customers that offer
23 the Non-Compliant Products for sale in California to cease offering the Non-Compliant Products
24 for sale in California and, for Non-Compliant Products offered for sale in California, to either
25 return all of the Non-Compliant Products to Settling Defendant for destruction, or to directly
26 destroy such Non-Compliant Products; and (c) provide CEH with the test result and records and
27 correspondence documenting compliance with this Section. If there is a dispute over the
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1 corrective action related to any Non-Compliant Products, the Parties shall meet and confer before
2 seeking any remedy in court.

3 2.3.4 The results, QA/QC and related documentation regarding the Validation
4 Testing performed pursuant to this Consent Judgment shall be retained by Defendant for three (3)
5 years and made available to CEH upon reasonable request.

6 **3. ENFORCEMENT**

7 3.1 **Enforcement Procedures.** Prior to bringing any motion or order to show cause to
8 enforce the terms of this Consent Judgment, a Party seeking to enforce the Consent Judgment shall
9 provide the violating party thirty (30) days advance written notice of the alleged violation. The
10 Parties shall meet and confer during such thirty (30) day period in an effort to try to reach
11 agreement on an appropriate cure for the alleged violation. After such thirty (30) day period, the
12 Party seeking to enforce may, by new action, motion or order to show cause before the Superior
13 Court of Alameda, seek to enforce the terms and conditions contained in this Consent Judgment.

14 **4. PAYMENTS**

15 4.1 **Payments by Settling Defendant.** Within seven (7) days of the entry of this
16 Consent Judgment, Settling Defendant shall pay the total sum of \$85,000 as a settlement payment.

17 4.2 **Allocation of Payments.** The total settlement amount for Settling Defendant shall
18 be paid in four separate checks and delivered as set forth below. Any failure by Settling
19 Defendant to comply with the payment terms herein shall be subject to a stipulated late fee in the
20 amount of \$100 for each day after the delivery date the payment is received. The late fees
21 required under this Section shall be recoverable, together with reasonable attorneys' fees, in an
22 enforcement proceeding brought pursuant to Section 3 of this Consent Judgment. The funds paid
23 by Settling Defendant shall be allocated between the following categories and made payable as
24 follows:

25 4.2.1 Settling Defendant shall pay the sum of \$11,300 as a civil penalty pursuant
26 to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in
27 accordance with Health & Safety Code § 25249.12 (25% which is \$2,825 to CEH and 75% which

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1 is \$8,475 to the State of California's Office of Environmental Health Hazard Assessment
2 ("OEHHA"). Accordingly, the \$8,475 OEHHA portion of the civil penalty payment shall be
3 made payable to OEHHA and associated with taxpayer identification number 68-0284486. This
4 payment shall be delivered as follows:

5 For United States Postal Service Delivery:

6 Attn: Mike Gyurics
7 Fiscal Operations Branch Chief
8 Office of Environmental Health Hazard Assessment
9 P.O. Box 4010, MS #19B
10 Sacramento, CA 95812-4010

11 For Non-United States Postal Service Delivery:

12 Attn: Mike Gyurics
13 Fiscal Operations Branch Chief
14 Office of Environmental Health Hazard Assessment
15 1001 I Street, MS #19B
16 Sacramento, CA 95814

17 The CEH portion of the civil penalty payment (\$2,825) shall be made payable to the
18 Center For Environmental Health Group and associated with taxpayer identification number 94-
19 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
20 Francisco, CA 94117.

21 4.2.2 Settling Defendant shall pay the sum of \$16,900 as payment in lieu of civil
22 penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of
23 Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and
24 protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part
25 of its Community Environmental Action and Justice Fund, CEH will use four (4) percent of such
26 funds to award grants to grassroots environmental justice groups working to educate and protect
27 people from exposures to toxic chemicals. The method of selection of such groups can be found at
28 the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be
made payable to the Center For Environmental Health and associated with taxpayer identification
number 94-3251981.

4.2.3 Settling Defendant shall pay the sum of \$56,800 as reimbursement of a

1 portion of CEH's reasonable attorneys' fees and costs. The attorneys' fees and cost
2 reimbursement check shall be made payable to the Lexington Law Group and associated with
3 taxpayer identification number 94-3317175. This payment shall be delivered to Lexington Law
4 Group, 503 Divisadero Street, San Francisco, CA 94117.

5 **5. MODIFICATION AND DISPUTE RESOLUTION**

6 5.1 **Modification.** This Consent Judgment may be modified from time to time by
7 express written agreement of the Parties, with the approval of the Court, or by an order of this
8 Court upon motion and in accordance with law.

9 5.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
10 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
11 modify the Consent Judgment.

12 **6. CLAIMS COVERED AND RELEASE**

13 6.1 This Consent Judgment is a full, final and binding resolution between CEH on
14 behalf of itself and the public interest and Settling Defendant and Settling Defendant's parents,
15 subsidiaries, affiliated entities that are under common ownership, directors, officers, employees,
16 agents, shareholders, successors, assigns, and attorneys ("Defendant Releasees"), and all entities
17 other than those listed in Exhibit A, to which Settling Defendant distributes or sells Covered
18 Products, including but not limited to distributors, wholesalers, customers, retailers, franchisees,
19 licensors and licensees ("Downstream Defendant Releasees"), of any violation of Proposition 65
20 based on failure to warn about alleged exposure to Lead contained in Covered Products that were
21 sold, distributed or offered for sale by Settling Defendant prior to the Effective Date.

22 6.2 CEH, for itself, its agents, successors and assigns, releases, waives, and forever
23 discharges any and all claims against Settling Defendant, Defendant Releasees, and Downstream
24 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or
25 common law claims that have been or could have been asserted by CEH individually or in the
26 public interest regarding the failure to warn about exposure to Lead arising in connection with
27 Covered Products manufactured, distributed or sold by Settling Defendant prior to the Effective
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1 Date.

2 6.3 Compliance with the terms of this Consent Judgment by Settling Defendant and
3 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant,
4 Defendant Releasees and Downstream Defendant Releasees with respect to any alleged failure to
5 warn about Lead in Covered Products manufactured, distributed or sold by Settling Defendant
6 after the Effective Date.

7 **7. EFFECT OF SUBSEQUENT SETTLEMENTS**

8 7.1 The parties contemplate that future Consent Judgments entered into between CEH
9 and/or the People of the State of California and other defendants, including retailers, processors
10 and manufacturers, may involve a higher Reformulation Level due to an allocation of Lead in
11 ginger and/or molasses that is naturally occurring under 22 Cal. Code Regs. §22501. This higher
12 Reformulation Level may also include additional injunctive requirements that will ensure that the
13 Lead in the Covered Product and/or in a ginger or molasses component of the Covered Products is
14 not avoidable by good agricultural or good manufacturing practices and that the producer,
15 manufacturer, distributor or holder of the food is at all times utilizing quality control measures that
16 reduce naturally occurring Lead to the lowest level currently feasible, as such term is defined in 22
17 Cal. Code Regs. §22501.

18 7.2 Accordingly, if on or before January 1, 2024, the Court enters a Judgment or a
19 Consent Judgment to which CEH and/or the State of California is a party that resolves Proposition
20 65 claims regarding failure to warn about Lead in food products that contain ginger or molasses
21 that: (a) (i) sets forth an allocation of Lead that is naturally occurring under 22 Cal. Code Regs.
22 §22501 in such ginger or molasses; (ii) includes such other allocation or construct that provides an
23 allowance for Lead in food products containing ginger or molasses; (iii) includes injunctive relief
24 designed to ensure that the Lead in food products is not avoidable by good agricultural or good
25 manufacturing practices and that the producer, manufacturer, distributor or holder of the food is at
26 all times utilizing quality control measures that reduce naturally occurring Lead to the lowest level
27 currently feasible, as such term is defined in 22 Cal. Code Regs. §22501 or (iv) any combination of

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1 the above; or (b) if the Court enters a Judgment or a Consent Judgment to which CEH and/or the
2 State of California is a party that resolves Proposition 65 claims regarding failure to warn about
3 Lead in similar Covered Products that sets a higher Reformulation Level based on serving size
4 and/or consumption, then CEH and Settling Defendant shall, no more than fourteen (14) days after
5 notice from Settling Defendant, meet and confer, expeditiously and in good faith, to determine if
6 the Reformulation Level and the other related injunctive terms of the other Judgment or Consent
7 Judgment should also apply to Settling Defendant in this Consent Judgment. Settling Defendant
8 may provide notice to the Attorney General and move the Court to modify the Reformulation
9 Level and any other related injunctive terms in this Consent Judgment so that they are consistent
10 with the Reformulation Level required in or naturally occurring Lead allowance in, and any other
11 related injunctive terms set out in, such future Judgment or Consent Judgment. The parties agree
12 that the standard that the Court should apply in any such motion shall be that Settling Defendant
13 shall not be required to meet a lower Reformulation Level than that required for similar food
14 products with any related injunctive relief that is set forth in such other Judgment or Consent
15 Judgment.

16 Notwithstanding the foregoing, if there is a settlement or other resolution in which CEH is
17 a party that resolves the Proposition 65 claims regarding failure to warn about Lead in Covered
18 Products in *Center for Environmental Health v. Mondelez International, Inc.*, Alameda Superior
19 Court Case No. RG-13-677800, and that provides a higher Reformulation Level than Settling
20 Defendant's Reformulation Level set forth in Section 2.2, then CEH shall promptly, and no later
21 than fifteen (15) days after execution of such a resolution by any defendant and CEH, notify
22 Settling Defendant of such a resolution and the parties shall immediately meet and confer, as set
23 out above in this Section 7.2, to determine a higher Reformulation Level and whether any related
24 injunctive terms of the other settlement or resolution should also apply to Settling Defendant in
25 this Consent Judgment. The context, purpose and goal of this meet and confer is to provide
26 Settling Defendant with the ability to immediately adopt any such higher Reformulation Level.

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1 **8. PROVISION OF NOTICE**

2 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
3 notice shall be sent by first class and electronic mail to:

4 Eric S. Somers
5 Lexington Law Group
6 503 Divisadero Street
7 San Francisco, CA 94117
8 esomers@lexlawgroup.com

9 8.2 When Settling Defendant is entitled to receive any notice under this Consent
10 Judgment, the notice shall be sent by first class and electronic mail to:

11 Lauren M. Michals
12 Nixon Peabody LLP
13 One Embarcadero Center
14 Suite 1800
15 San Francisco, CA 94111
16 lmichals@nixonpeabody.com

17 Kathie Borkowski
18 PANOS Brands, LLC
19 Park 80 East, 2nd Floor
20 160 Pehle Avenue
21 Saddle Brook, NJ 07663
22 kathie.borkowski@panosbrands.com

23 8.3 Any Party may modify the person and/or address to whom the notice is to be sent
24 by sending the other Party notice by first class and electronic mail.

25 **9. COURT APPROVAL**

26 9.1 This Consent Judgment shall become effective upon the date signed by CEH and
27 Settling Defendant, whichever is later, provided however, that CEH shall prepare and file a
28 Motion for Approval of this Consent Judgment and Settling Defendant shall support approval of
such Motion.

 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

10. GOVERNING LAW AND CONSTRUCTION

10.1 The terms of this Consent Judgment shall be governed by the laws of the State of

1 California.

2 **11. ATTORNEYS' FEES**

3 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
4 Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs
5 unless the unsuccessful Party has acted with substantial justification. For purposes of this Consent
6 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
7 Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

8 11.2 Notwithstanding Section 11.1, a Party who prevails in a contested enforcement
9 action brought pursuant to Section 3 may seek an award of attorneys' fees pursuant to Code of
10 Civil Procedure §1021.5 against a Party that acted with substantial justification. The Party
11 seeking such an award shall bear the burden of meeting all of the elements of §1021.5, and this
12 provision shall not be construed as altering any procedural or substantive requirements for
13 obtaining such an award.

14 11.3 Nothing in this Section 11 shall preclude a party from seeking an award of
15 sanctions pursuant to law.

16 **12. ENTIRE AGREEMENT**

17 12.1 This Consent Judgment contains the sole and entire agreement and understanding
18 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
19 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
20 and therein. There are no warranties, representations, or other agreements between the Parties
21 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
22 other than those specifically referred to in this Consent Judgment have been made by any Party
23 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
24 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
25 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
26 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
27 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in

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1 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
2 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
3 whether or not similar, nor shall such waiver constitute a continuing waiver.

4 **13. RETENTION OF JURISDICTION**

5 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
6 Consent Judgment.

7 **14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

8 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
9 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
10 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

11 **15. NO EFFECT ON OTHER SETTLEMENTS**

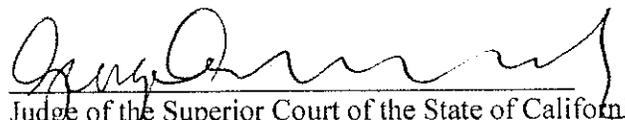
12 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
13 against an entity that is not Settling Defendant on terms that are different than those contained in
14 this Consent Judgment.

15 **16. EXECUTION IN COUNTERPARTS**

16 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
17 means of facsimile or portable document format (pdf), which taken together shall be deemed to
18 constitute one document.

19 **IT IS SO ORDERED, ADJUDGED,
20 AND DECREED**

21 Dated: 10/24/2014



Judge of the Superior Court of the State of California
GEORGE C. HERNANDEZ, JR.

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IT IS SO STIPULATED:

Dated: <u>June 26</u> , 2014	<p>CENTER FOR ENVIRONMENTAL HEALTH</p>  <p>Printed Name <u>CHARLIE PIZARRO</u></p> <p>Title <u>ASSOCIATE DIRECTOR</u></p>
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Dated: _____, 2014	<p>PANOS BRANDS, LLC</p> <p>Printed Name</p> <p>Title</p>
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**EXHIBIT A
(LIST OF ENTITIES NOT SUBJECT
TO DOWNSTREAM DEFENDANT RELEASE)**

Annie's Homegrown Inc.

Annie's, Inc.

Barbara's Bakery, Inc.

Borzillo Bakery Inc.

Fantasy Cookie Corporation

Fehr Foods, Inc.

Greenbrier International, Inc.

J & J Snack Foods Corp. of California

J & J Snack Foods Sales Corp.

Mondelez International, Inc.

Ralcorp Holdings, Inc. (ConAgra)

Sweetzel's Foods, LLC

Sweetzel, Inc.

Three J's Distributing, Inc.

Topco Associates, LLC

Trader Joe's Company

Traditional Baking, Inc.

The Weetabix Company, Inc.