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ENDORSED
FILED
ALAMEDA COUNTY

DEC - 2 2014

CLERK OF THE SUPERIOR COURT
By **YOLANDA ESTRADA** *July*

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

**[PROPOSED] CONSENT JUDGMENT
AS TO TRADITIONAL BAKING, INC.**

1. INTRODUCTION

1.1 The Parties to this Consent Judgment are the Center For Environmental Health, a California non-profit corporation (“CEH”), and Traditional Baking, Inc. (“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 August 2, 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 Each Settling Defendant is a corporation or other business entity that manufactures,
9 distributes, sells or offers for sale Covered Products that are sold in the State of California or has
10 done so in the past.

11 1.4 On May 1, 2013, CEH filed the Complaint in the above-captioned matter. On
12 December 6, 2013 Settling Defendant was added to the case as a named defendant.

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

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

28

1 **2. INJUNCTIVE RELIEF**

2 **2.1 Specification Compliance Date.** To the extent it has not already done so, no more
3 than thirty (30) days after the date of entry of this Consent Judgment, to the extent a Settling
4 Defendant's Covered Products are manufactured by or supplied by a third party, each such
5 Settling Defendant shall provide the reformulation specification set in Section 2.2 to each of such
6 Covered Products suppliers and shall instruct each such Covered Products supplier to provide it
7 with Covered Products that comply with the reformulation specification set forth in Section 2.2. If
8 in the future a Settling Defendant's Covered Products are manufactured by or supplied by a new
9 third party that it has not previously provided with instructions regarding the reformulation
10 specification set forth in Section 2.2, the Settling Defendant shall provide the reformulation
11 specification set forth in Section 2.2 prior to placing an initial order for Covered Products and
12 instruct the new Covered Products supplier to provide it with Covered Products that comply with
13 the reformulation specification set forth in Section 2.2. Each Settling Defendant shall retain
14 records of communications sent to and received from suppliers that are related to the requirement
15 of this Section 2.1 for a period of three (3) years from the date of entry of this Consent Judgment
16 (the "Effective Date").

17 **2.2 Reformulation of Covered Products.** After the Effective Date, no Settling
18 Defendant shall purchase, manufacture, ship, sell or offer for sale Covered Products that will be
19 sold or offered for sale in California that contain a concentration of more than seventeen (17) parts
20 per billion ("ppb") Lead by weight (the "Reformulation Level"), such concentration to be
21 determined by use of a test performed by an accredited laboratory using inductively coupled
22 plasma mass spectrometry (ICP-MS) equipment with a level of detection of at least ten (10) ppb
23 that meets standard laboratory QA/QC requirements.

24 **2.3 Testing.** Settling Defendant represents that it does not currently and has not in the
25 past sold Covered Products containing ginger. Accordingly, the testing requirement of this
26 Section 2.3 shall only apply to Covered Products containing molasses ("Covered Test Products").
27 After the Effective Date to ensure compliance with Section 2.2, to the extent that a Settling
28

1 Defendant purchases, manufactures, ships, sells or offers for sale Covered Test Products that will
2 be sold or offered for sale in California, each Settling Defendant shall conduct random testing of
3 Covered Test Products and take the follow-up actions described in this section (“Validation
4 Testing”).

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

13 2.3.2 Frequency Of Testing: Following the Effective Date, each Settling
14 Defendant shall conduct Validation Testing on the Covered Test Products selected as set forth in
15 Section 2.3.1 pursuant to the Test Protocol¹ in the frequency set forth in this Section. The number
16 of Validation Tests performed during each calendar quarter starting on the Effective Date shall be
17 based on the number of production lots of Covered Test Products that are manufactured during
18 each such calendar quarter and that will be offered for sale in California.

19 2.3.2.1 If more than six (6) production lots of Covered Test Products that
20 will be offered for sale in California are manufactured in a given calendar quarter, that Settling
21 Defendant shall conduct one Validation Test from each of up to six different production lots. In
22 such a case, that Settling Defendant shall ensure maximum possible dispersion of the testing
23 among different Covered Test Products and different production lots of each Covered Product
24

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
28 sample preparation method as set out in FDA Elemental Analysis Manual section 4.7 or similar
for testing of lead in food.

1 with no more than one Validation Test per production lot as set forth in Section 2.3.1. If there are
2 fewer than six (6) production lots of Covered Test Products manufactured in a single calendar
3 quarter that will be offered for sale in California, then that Settling Defendant shall only be
4 required to conduct one Validation Test per production lot manufactured in that calendar quarter,
5 provided that such Settling Defendant conducts a minimum of three (3) Validation Tests in such
6 calendar quarter. If there are less than three (3) production lots manufactured in a particular
7 calendar quarter, then that Settling Defendant shall ensure maximum possible dispersion of the
8 testing among different Covered Test Products and different production lots of each Covered
9 Product. If there are no Covered Test Products manufactured in a given calendar quarter that will
10 be offered for sale in California, then that Settling Defendant is not required to conduct Validation
11 Testing in that calendar quarter.

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

23 2.3.2.3 In the event that the Validation Testing demonstrates an additional
24 eight (8) calendar quarters of continuous compliance with the Reformulation Level by a Settling
25 Defendant, then that Settling Defendant may send written notice to CEH and thereafter shall no
26 longer be required to conduct the Validation Testing.

1 2.3.3 Covered Test Products That Exceed Reformulation Level: If the
2 Validation Testing results for a particular Settling Defendant indicate that a production lot of a
3 Covered Product exceeds the Reformulation Level, then that Settling Defendant shall: (a) stop
4 selling or offering for sale in California all Covered Test Products from the same production lot as
5 that of the Covered Product that exceeded the Reformulation Level (the "Non-Compliant
6 Products"); (b) send instructions to any of the stores and/or customers that offer the Non-
7 Compliant Products for sale in California to cease offering the Non-Compliant Products for sale in
8 California and, for Non-Compliant Products offered for sale in California, to either return all of
9 the Non-Compliant Products to the Settling Defendant for destruction, or to directly destroy such
10 Non-Compliant Products; and (c) provide CEH with the test result and records and
11 correspondence documenting compliance with this Section. If there is a dispute over the
12 corrective action related to any Non-Compliant Products, the Parties shall meet and confer before
13 seeking any remedy in court.

14 2.3.4 The results, QA/QC and related documentation regarding the Validation
15 Testing performed pursuant to this Consent Judgment shall be retained by Defendant for three (3)
16 years and made available to CEH upon reasonable request.

17 **3. ENFORCEMENT**

18 3.1 **Enforcement Procedures.** Prior to bringing any motion or order to show cause to
19 enforce the terms of this Consent Judgment, a Party seeking to enforce the Consent Judgment shall
20 provide the violating party thirty (30) days advance written notice of the alleged violation. The
21 Parties shall meet and confer during such thirty (30) day period in an effort to try to reach
22 agreement on an appropriate cure for the alleged violation. After such thirty (30) day period, the
23 Party seeking to enforce may, by new action, motion or order to show cause before the Superior
24 Court of Alameda, seek to enforce the terms and conditions contained in this Consent Judgment.

25 **4. PAYMENTS**

26 4.1 **Payments by Settling Defendant.** Within five (5) days of the entry of this
27 Consent Judgment, Settling Defendant shall pay the total sum of \$45,000 as a settlement payment
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1 as further set forth in this Section and on Exhibit A.

2 **4.2 Allocation of Payments.** The total settlement amount for Settling Defendant shall
3 be paid in four separate checks in the amounts specified on Exhibit A and delivered as set forth
4 below. Any failure by Settling Defendant to comply with the payment terms herein shall be
5 subject to a stipulated late fee in the amount of \$100 for each day after the delivery date the
6 payment is received. The late fees required under this Section shall be recoverable, together with
7 reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 3 of this
8 Consent Judgment. The funds paid by Settling Defendant shall be allocated as set forth on Exhibit
9 A between the following categories and made payable as follows:

10 **4.2.1** A civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil
11 penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25%
12 to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment
13 ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment for the amount
14 designated for each Settling Defendant on Exhibit A as "Civil Penalty OEHHA Portion" shall be
15 made payable to OEHHA and associated with taxpayer identification number 68-0284486. This
16 payment shall be delivered as follows:

17 For United States Postal Service Delivery:

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

21 For Non-United States Postal Service Delivery:

22 Attn: Mike Gyurics
23 Fiscal Operations Branch Chief
24 Office of Environmental Health Hazard Assessment
 1001 I Street, MS #19B
 Sacramento, CA 95814

25 The CEH portion of the civil penalty payment for the amount designated for each Settling
26 Defendant on Exhibit A as "Civil Penalty CEH Portion" shall be made payable to the Center For
27 Environmental Health and associated with taxpayer identification number 94-3251981. This
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1 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
2 94117.

3 4.2.2 A payment in lieu of civil penalty to CEH pursuant to Health & Safety
4 Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH shall use such
5 funds to continue its work educating and protecting people from exposures to toxic chemicals,
6 including heavy metals. In addition, as part of its Community Environmental Action and Justice
7 Fund, CEH will use four percent of such funds to award grants to grassroots environmental justice
8 groups working to educate and protect people from exposures to toxic chemicals. The method of
9 selection of such groups can be found at the CEH web site at www.ceh.org/justicefund. The
10 payment pursuant to this Section shall be made payable to the Center For Environmental Health
11 and associated with taxpayer identification number 94-3251981.

12 4.2.3 A reimbursement of a portion of CEH's reasonable attorneys' fees and
13 costs. The attorneys' fees and cost reimbursement check shall be made payable to the Lexington
14 Law Group and associated with taxpayer identification number 94-3317175. This payment shall
15 be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

16 **5. MODIFICATION AND DISPUTE RESOLUTION**

17 5.1 **Modification.** This Consent Judgment may be modified from time to time by
18 express written agreement of the Parties, with the approval of the Court, or by an order of this
19 Court upon motion and in accordance with law.

20 5.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
21 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
22 modify the Consent Judgment.

23 **6. CLAIMS COVERED AND RELEASE**

24 6.1 This Consent Judgment is a full, final and binding resolution between CEH on
25 behalf of itself and the public interest and each Settling Defendant and their parents, subsidiaries,
26 affiliated entities that are under common ownership, directors, officers, employees, agents,
27 shareholders, successors, assigns, and attorneys ("Defendant Releasees"), and all entities other
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1 than those listed in Exhibit B, to which a Settling Defendant distributes or sells Covered Products,
2 including but not limited to distributors, wholesalers, customers, retailers, franchisees, licensors
3 and licensees (“Downstream Defendant Releasees”), of any violation of Proposition 65 based on
4 failure to warn about alleged exposure to Lead contained in Covered Products that were sold,
5 distributed or offered for sale by a Settling Defendant prior to the Effective Date.

6 6.2 CEH, for itself, its agents, successors and assigns, releases, waives, and forever
7 discharges any and all claims against each Settling Defendant, Defendant Releasees, and
8 Downstream Defendant Releasees arising from any violation of Proposition 65 or any other
9 statutory or common law claims that have been or could have been asserted by CEH individually
10 or in the public interest regarding the failure to warn about exposure to Lead arising in connection
11 with Covered Products manufactured, distributed or sold by a Settling Defendant prior to the
12 Effective Date.

13 6.3 Compliance with the terms of this Consent Judgment by a Settling Defendant and
14 that Settling Defendant’s Defendant Releasees shall constitute compliance with Proposition 65 by
15 such Settling Defendant, that Settling Defendant’s Defendant Releasees and that Settling
16 Defendant’s Downstream Defendant Releasees with respect to any alleged failure to warn about
17 Lead in Covered Products manufactured, distributed or sold by that Settling Defendant after the
18 Effective Date.

19 7. EFFECT OF SUBSEQUENT SETTLEMENTS

20 7.1 The parties contemplate that future Consent Judgments entered into between CEH
21 and/or the People of the State of California and other defendants, including retailers, processors
22 and manufacturers, may involve a higher Reformulation Level due to an allocation of Lead in
23 ginger and/or molasses that is naturally occurring under 22 Cal. Code Regs. §22501. This higher
24 Reformulation Level may also include additional injunctive requirements that will ensure that the
25 Lead in the Covered Product and/or in a ginger or molasses component of the Covered Products is
26 not avoidable by good agricultural or good manufacturing practices and that the producer,
27 manufacturer, distributor or holder of the food is at all times utilizing quality control measures that
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1 reduce naturally occurring Lead to the lowest level currently feasible, as such term is defined in 22
2 Cal. Code Regs. §22501.

3 7.2 Accordingly, if on or before January 1, 2024, the Court enters a Judgment or a
4 Consent Judgment to which CEH and/or the State of California is a party that resolves Proposition
5 65 claims regarding failure to warn about Lead in food products that contain ginger or molasses
6 that: (a) (i) sets forth an allocation of Lead that is naturally occurring under 22 Cal. Code Regs.
7 §22501 in such ginger or molasses; (ii) includes such other allocation or construct that provides an
8 allowance for Lead in food products containing ginger or molasses; (iii) includes injunctive relief
9 designed to ensure that the Lead in food products is not avoidable by good agricultural or good
10 manufacturing practices and that the producer, manufacturer, distributor or holder of the food is at
11 all times utilizing quality control measures that reduce naturally occurring Lead to the lowest level
12 currently feasible, as such term is defined in 22 Cal. Code Regs. §22501 or (iv) any combination of
13 the above; or (b) if the Court enters a Judgment or a Consent Judgment to which CEH and/or the
14 State of California is a party that resolves Proposition 65 claims regarding failure to warn about
15 Lead in similar Covered Products that sets a higher Reformulation Level based on serving size
16 and/or consumption, then CEH and Settling Defendant shall, no more than fourteen (14) days after
17 notice from Settling Defendant, meet and confer, expeditiously and in good faith, to determine if
18 the Reformulation Level and the other related injunctive terms of the other Judgment or Consent
19 Judgment should also apply to Settling Defendant in this Consent Judgment. Settling Defendant
20 may thereafter provide notice to the Attorney General and move the Court to modify the
21 Reformulation Level and any other related injunctive terms in this Consent Judgment so that they
22 are consistent with the Reformulation Level required in or naturally occurring Lead allowance,
23 and any other related injunctive terms set out in, such future Judgment or Consent Judgment. The
24 parties agree that the standard that the Court should apply in any such motion shall be that Settling
25 Defendant shall not be required to meet a lower Reformulation Level than that required for similar
26 food products with any related injunctive relief that is set forth in such other Judgment or Consent
27 Judgment.

1 Notwithstanding the foregoing, if there is a settlement or other resolution in which CEH is
2 a party that resolves the Proposition 65 claims regarding failure to warn about Lead in Covered
3 Products in *Center for Environmental Health v. Mondelez International, Inc.*, Alameda Superior
4 Court Case No. RG-13-677800, and that provides a higher Reformulation Level than the
5 Reformulation Level set forth in Section 2.2, then CEH and Settling Defendant shall meet and
6 confer, as set out above in this Section 7.2, to determine a higher Reformulation Level and
7 whether any related injunctive terms of the other settlement or resolution should also apply to
8 Settling Defendant in this Consent Judgment. The context, purpose and goal of this meet and
9 confer is to provide Settling Defendant with the ability to immediately move the Court to modify
10 this Consent Judgment to adopt any such higher Reformulation Level.

11 **8. PROVISION OF NOTICE**

12 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
13 notice shall be sent by first class and electronic mail to:

14 Eric S. Somers
15 Lexington Law Group
16 503 Divisadero Street
17 San Francisco, CA 94117
18 esomers@lexlawgroup.com

19 8.2 When Settling Defendant is entitled to receive any notice under this Consent
20 Judgment, the notice shall be sent by first class and electronic mail to:

21 Michael J. Stiles
22 Stiles Law Group
23 790 E. Green St.
24 Pasadena, California 91101
25 mstiles@stileslawgroup.com

26 8.3 Any Party may modify the person and/or address to whom the notice is to be sent
27 by sending the other Party notice by first class and electronic mail.
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1 **9. COURT APPROVAL**

2 9.1 This Consent Judgment shall become effective upon the date signed by CEH and
3 each Settling Defendant, whichever is later, provided however, that CEH shall prepare and file a
4 Motion for Approval of this Consent Judgment and Settling Defendant shall support approval of
5 such Motion.

6 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
7 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

8 **10. GOVERNING LAW AND CONSTRUCTION**

9 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
10 California.

11 **11. ATTORNEYS' FEES**

12 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
13 Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs
14 unless the unsuccessful Party has acted with substantial justification. For purposes of this Consent
15 Judgment, the term substantial justification shall carry the same meaning as used in the Civil
16 Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

17 11.2 Notwithstanding Section 11.1, a Party who prevails in a contested enforcement
18 action brought pursuant to Section 3 may seek an award of attorneys' fees pursuant to Code of
19 Civil Procedure §1021.5 against a Party that acted with substantial justification. The Party
20 seeking such an award shall bear the burden of meeting all of the elements of §1021.5, and this
21 provision shall not be construed as altering any procedural or substantive requirements for
22 obtaining such an award.

23 11.3 Nothing in this Section 11 shall preclude a party from seeking an award of
24 sanctions pursuant to law.

25 **12. ENTIRE AGREEMENT**

26 12.1 This Consent Judgment contains the sole and entire agreement and understanding
27 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
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1 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
2 and therein. There are no warranties, representations, or other agreements between the Parties
3 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
4 other than those specifically referred to in this Consent Judgment have been made by any Party
5 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
6 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
7 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
8 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
9 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
10 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
11 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
12 whether or not similar, nor shall such waiver constitute a continuing waiver.

13 **13. RETENTION OF JURISDICTION**

14 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
15 Consent Judgment.

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

17 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
18 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
19 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

21 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
22 against an entity that is not a Settling Defendant on terms that are different than those contained in
23 this Consent Judgment.

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1 **16. EXECUTION IN COUNTERPARTS**

2 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile or portable document format (pdf), which taken together shall be deemed to
4 constitute one document.

5 **IT IS SO ORDERED, ADJUDGED,
6 AND DECREED**

7 Dated: **DEC - 2 2014**

GEORGE C. HERNANDEZ, JR.

Judge of the Superior Court of the State of California

9 **IT IS SO STIPULATED:**

10 Dated: <u>19 Sept</u> , 2014 11 12 13 14 15	16 CENTER FOR ENVIRONMENTAL HEALTH 17  18 Printed Name <u>CHARLES PIZANO</u> 19 Title <u>ASSOCIATE DIRECTOR</u>
20 Dated: _____, 2014 21 22 23 24 25 26	27 TRADITIONAL BAKING, INC. 28 Printed Name Title

1 **16. EXECUTION IN COUNTERPARTS**

2 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile or portable document format (pdf), which taken together shall be deemed to
4 constitute one document.

5 **IT IS SO ORDERED, ADJUDGED,**
6 **AND DECREED**

7 Dated: _____
8 Judge of the Superior Court of the State of California

9 **IT IS SO STIPULATED:**

10 Dated: _____, 2014 11 12 13 14 15 16 17 18	CENTER FOR ENVIRONMENTAL HEALTH Printed Name Title
19 Dated: <u>Sept. 12</u> , 2014 20 21 22 <i>K. Voortman</i> 23 24 25 26	TRADITIONAL BAKING, INC. Kathy Voortman Printed Name Title <u>Pres. / CEO</u> 27 28

1 EXHIBIT A
2 Settling Defendant

3 Settling Defendant: Traditional Baking, Inc.
4

5 1. Defendant's Settlement Payment Dates, Amounts and Allocation:
6

7	Total Payment	\$45,000
8	Civil Penalty to OEHHA (75%)	\$ 4,425
9	Civil Penalty to CEH (25%)	\$ 1,475
10	Payment in Lieu of Civil Penalty	\$ 8,850
11	Attorneys' Fees and Costs	\$30,250

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EXHIBIT B
(LIST OF ENTITIES NOT SUBJECT
TO DOWNSTREAM DEFENDANT RELEASE)

Annie's Homegrown Inc.
Annie's, Inc.
Barbara's Bakery, Inc.
Borzillo Bakery Inc.
Commercial Bakeries Corp.
Fantasy Cookie Corporation
Fehr Foods, Inc.
J & J Snack Foods Corp. of California
J & J Snack Foods Sales Corp.
Lovin Oven, LLC
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
The Weetabix Company, Inc.
United States Bakery