



21092482

ENDORSED  
FILED  
ALAMEDA COUNTY

DEC 19 2018

CLERK OF THE SUPERIOR COURT  
By                     

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

CENTER FOR ENVIRONMENTAL HEALTH,

Plaintiff,

v.

ACH FOOD COMPANIES, INC., *et al.*,

Defendants.

Case No. RG 16-829822

~~PROPOSED~~ CONSENT JUDGMENT  
AS TO ACH FOOD COMPANIES, INC.

1       **1.       INTRODUCTION**

2               1.1     The Parties to this Consent Judgment are the Center For Environmental Health  
3     (“CEH”), a California non-profit corporation, and ACH Food Companies, Inc. (“Defendant”).  
4     CEH and Defendant (the “Parties”) enter into this Consent Judgment to settle certain claims  
5     asserted by CEH against Defendant as set forth in the operative complaint (“Complaint”) in the  
6     above-captioned matter. This Consent Judgment covers the lead content of Indian pastes and  
7     sauces containing ginger (“Covered Products”), including but not limited to those listed on  
8     Exhibit 1 attached hereto, that are sold, distributed or offered for sale by Defendant in the State of  
9     California. For the avoidance of doubt, Covered Products include chutney, pickle and relish  
10    products, as well as meal kits supplied by Defendant that include Indian sauces and pastes as  
11    components.

12            1.2     On June 14, 2016, CEH provided a 60-day Notice of Violation of Proposition 65  
13    to the California Attorney General, the District Attorneys of every county in California, the City  
14    Attorneys of every California city with a population greater than 750,000 and to Defendant,  
15    alleging that Defendant violated Proposition 65 by exposing persons to lead and lead compounds  
16    (“Lead”) contained in Covered Products without first providing a clear and reasonable  
17    Proposition 65 warning.

18            1.3     Defendant is a corporation or other business entity that distributes, sells or offers  
19    for sale Covered Products that are sold in the State of California.

20            1.4     On September 2, 2016, CEH filed the Complaint in the above-captioned matter,  
21    naming Defendant as a defendant in the action.

22            1.5     For purposes of this Consent Judgment only, the Parties stipulate that this Court  
23    has jurisdiction over the allegations of violations contained in the Complaint and personal  
24    jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the  
25    County of Alameda and that this Court has jurisdiction to enter and enforce this Consent  
26    Judgment as a full and final resolution of all claims which were or could have been raised in the  
27  
28

1 Complaint based on the facts alleged therein with respect to Covered Products manufactured,  
2 distributed or sold by Defendant.

3 1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the  
4 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with  
5 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
6 conclusion of law, issue of law or violation of law. Nothing in this Consent Judgment shall  
7 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any  
8 other pending or future legal proceedings. This Consent Judgment is the product of negotiation  
9 and compromise and is accepted by the Parties solely for purposes of settling, compromising and  
10 resolving issues disputed in this Action.

## 11 **2. INJUNCTIVE RELIEF**

12 2.1 **Reformulation of Covered Products.** As of the Reformulation Date for each  
13 Covered Product set forth below, Defendant shall not purchase, manufacture, ship, or sell  
14 Covered Products that will be sold or offered for sale in California that contain a concentration of  
15 more than the Reformulation Level set forth below in parts per billion (“ppb”) Lead by weight,  
16 such concentration to be determined by use of a test performed by an accredited laboratory using  
17 inductively coupled plasma mass spectrometry (ICP-MS) equipment with a level of detection of  
18 no greater than 50% of the Reformulation Level that meets standard laboratory QA/QC  
19 requirements.

20 2.1.1 For Covered Products that are Indian sauce products, including but not  
21 limited to those identified as such on Exhibit 1 (“Sauce Products”), the Reformulation Level shall  
22 be 25 ppb. As set forth in Section 2.2, no Sauce Product may have a suggested serving size  
23 exceeding one-quarter cup or 70 grams (g).

24 2.1.2 For Covered Products that are Indian paste products, including but not  
25 limited to those identified as such on Exhibit 1 (“Paste Products”), the Reformulation Level shall  
26 be 100 ppb. As set forth in Section 2.2, no Paste Product may have a suggested serving size  
27 exceeding one (1) tablespoon or 18 g. Covered Products that contain both Sauce Products and  
28

Paste Products (i.e., Patak's 3 Simple Steps meal kits) shall be deemed compliant if the Non-Sauce Product and Sauce Product components comply with their respective reformulation levels.

2.1.3 For Covered Products that are Indian pickle relish and chutney products, including but not limited to those identified as such on Exhibit 1 ("Relish Products"), the Reformulation Level shall be 60 ppb. As set forth in Section 2.2, no Relish Product may have a suggested serving size exceeding one (1) tablespoon or 21 g.

2.1.4 The Reformulation Date for a Covered Product shall be:

2.1.4.1 For Covered Products not listed on Exhibit 1 and Covered Products identified on Exhibit 1 as Category A Covered Products the Reformulation Date shall be the date this Consent Judgment is entered by the Court (the "Effective Date").

2.1.4.2 For Covered Products identified on Exhibit 1 as Category B Covered Products the Reformulation Date shall be the date one year after this Consent Judgment is entered by the Court (the "Effective Date").

2.1.4.3 For Covered Products identified on Exhibit 1 as Category C Covered Products the Reformulation Date shall be the date eighteen months after this Consent Judgment is entered by the Court (the "Effective Date").

**2.2 Serving Size Modifications.** Defendant shall modify the Nutrition Facts Panel on the Covered Products and all other references to the serving size of the Covered Products as set forth in this Section. For Sauce Products, the suggested serving size shall be one-quarter (1/4) cup and no greater than 70 grams. For Paste Products, the suggested serving size shall be one (1) tablespoon and no greater than 18 grams. For Relish Products, the suggested serving size shall be one (1) tablespoon and no greater than 21 grams. Any recommended preparations or recipes on the labels or other printed marketing or promotional materials for the Covered Products designed and produced after the Effective Date, or on internet, digital or other non-print marketing or promotional materials for the Covered Products that are produced by or on behalf of Defendant after October 8, 2018, shall reflect ingredient quantities reasonably consistent with and not more than

1 125% of the suggested serving size. The Parties agree that a paste product recipe calling for four  
2 tablespoons that makes three to four servings complies with this requirement.

3       **2.3 Good Faith Commitment to Pursue Further Lead Reduction.** Defendant shall  
4 continue to take, or cause to be taken, good faith and commercially reasonable efforts to further  
5 reduce the Lead content of its Covered Products such that the Sauce and Relish Products have a  
6 consistent Lead content of 8 ppb or less and that the Paste Products have a consistent Lead  
7 content of 28 ppb or less. These efforts shall include, at a minimum, efforts to further adjust  
8 recipes and formulas that will reduce Lead content in Covered Products and attempts to secure  
9 Covered Product ingredients such as ginger with lower Lead content. Within fifteen (15) days of  
10 the Effective Date, and annually thereafter for two more years, Defendant shall submit to CEH a  
11 written report of the activities it has undertaken to effectuate its good faith commitment under  
12 this paragraph. If Defendant has test results demonstrating to CEH's reasonable satisfaction that  
13 all of its Covered Products have a consistent Lead content of 8 ppb or less for Sauce Products and  
14 Relish Products and 28 ppb or less for Paste Products and it provides such documentation to  
15 CEH, or if CEH and Defendant otherwise agree in writing, then Defendant need not submit any  
16 subsequent annual reports to CEH pursuant to this paragraph.

### 17 **3. ENFORCEMENT**

18       **3.1 General Enforcement Provisions.** CEH may, by motion or application for an  
19 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
20 Judgment. Any action to enforce alleged violations of Section 2.1 by Defendant shall be brought  
21 exclusively pursuant to this Section 3, and be subject to the meet and confer requirement of  
22 Section 3.2.4 if applicable.

#### 23       **3.2 Enforcement of Reformulation Commitment.**

24               **3.2.1 Notice of Violation.** In the event that CEH identifies a Covered Product  
25 for which CEH has laboratory test results showing that the Covered Product has a Lead level  
26 exceeding of the Reformulation Level, CEH may issue a Notice of Violation pursuant to this  
27 Section.  
28

1                   3.2.2 Service of Notice of Violation and Supporting Documentation.

2                   3.2.2.1     A Notice of Violation issued pursuant to Section 3.2.1 shall be  
3 sent to the person(s) identified in Section 7.2 to receive notices for Defendant, and must be served  
4 within sixty (60) days of the date the Covered Products at issue were purchased or otherwise  
5 acquired by CEH, provided, however, that CEH may have up to an additional sixty (60) days to  
6 send the Notice of Violation if, notwithstanding CEH's good faith efforts, the test data required  
7 by Section 3.2.2.2 below cannot be obtained by CEH from its laboratory before expiration of the  
8 initial sixty (60) day period.

9                   3.2.2.2     The Notice of Violation shall, at a minimum, set forth: (a) the  
10 date the alleged violation was observed; (b) the location at which the Covered Products were  
11 offered for sale; (c) a description of the Covered Products giving rise to the alleged violation,  
12 including the name and address of the retail entity from which the sample was obtained and if  
13 available information that identifies the product lot; and (d) all test data obtained by CEH  
14 regarding the Covered Products.

15                  3.2.3 Notice of Election of Response. No more than thirty (30) days after  
16 service of a Notice of Violation, Defendant shall provide written notice to CEH whether it elects  
17 to contest the allegations contained in a Notice of Violation ("Notice of Election"). Failure to  
18 provide a Notice of Election within thirty (30) days of service of a Notice of Violation shall be  
19 deemed an election to contest the Notice of Violation.

20                  3.2.3.1     If a Notice of Violation is contested, the Notice of Election  
21 shall include all then-available documentary evidence regarding the alleged violation, including  
22 all test data, if any is available. If Defendant or CEH later acquires additional test or other data  
23 regarding the alleged violation, it shall notify the other party and promptly provide all such data  
24 or information to the party.

25                  3.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and  
26 Defendant shall meet and confer to attempt to resolve their dispute. Within thirty (30) days of  
27 serving a Notice of Election contesting a Notice of Violation, Defendant may withdraw the  
28

1 original Notice of Election contesting the violation and serve a new Notice of Election to not  
2 contest the violation, provided, however, that, in this circumstance, Defendant shall pay \$2,500 in  
3 addition to any payment required under this Consent Judgment. At any time, CEH may withdraw  
4 a Notice of Violation, in which case for purposes of this Section 3.2 the result shall be as if CEH  
5 never issued any such Notice of Violation. If no informal resolution of a Notice of Violation  
6 results within thirty (30) days of a Notice of Election to contest, CEH may file an enforcement  
7 motion or application pursuant to Section 3.1. In any such proceeding, CEH may seek whatever  
8 fines, costs, penalties, attorneys' fees or other remedies are provided by law for failure to comply  
9 with the Consent Judgment.

10 3.2.5 Non-Contested Notices. If Defendant elects to not contest the allegations  
11 in a Notice of Violation, it shall undertake corrective action(s) and make payments, if any, as set  
12 forth below.

13 3.2.5.1 Defendant shall include in its Notice of Election a detailed  
14 description with supporting documentation of the corrective action(s) that it has undertaken or  
15 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,  
16 provide reasonable assurance that all Covered Products having the same lot number as that of the  
17 Covered Product identified in CEH's Notice of Violation (the "Noticed Covered Product") will  
18 not be thereafter sold or offered for sale to California consumers, that the Noticed Covered  
19 Products are removed from the California market and that Defendant has sent instructions to any  
20 of the stores and/or customers that offer the Noticed Covered Products for sale to cease offering  
21 the Noticed Covered Products for sale to California consumers and to either return all such  
22 Noticed Covered Products to Defendant for destruction, or to directly destroy such Noticed  
23 Covered Products. Defendant shall keep and make available to CEH for inspection and copying  
24 records any correspondence regarding the market withdrawal and destruction of the Noticed  
25 Covered Products. If there is a dispute over the corrective action, Defendant and CEH shall meet  
26 and confer before seeking any remedy in court. In no case shall CEH issue more than one Notice  
27 of Violation per manufacturing lot of a type of Covered Product.  
28

1                               3.2.5.2   Defendant may be excused from the recall obligation described  
2 in Section 3.2.5.1 (but not the monetary payments, if any, required by this Section 3) if Defendant  
3 produces all test results from the same lot as that of the Noticed Covered Product and:

4   A.   There a minimum of five test results;

5   B.   No single test result is more than 125% greater than the  
6 applicable Reformulation Level; and

7   C.   The arithmetic average of all test results is below the  
8 applicable Reformulation Level.

9                               3.2.5.3   If the Notice of Violation is the first, second, third or fourth  
10 Notice of Violation received by Defendant under Section 3.2.1 that was not successfully  
11 contested or withdrawn, then Defendant shall pay \$10,000 for each Notice of Violation. If  
12 Defendant has received more than four (4) Notices of Violation under Section 3.2.1 that were not  
13 successfully contested or withdrawn, then Defendant shall pay \$15,000 for each Notice of  
14 Violation. If Defendant produces with its Notice of Election test data for the Covered Product  
15 that: (i) was conducted in the year prior to the date CEH purchased the Covered Product that is  
16 the subject of the Notice of Violation; (ii) was conducted on the Covered Product that was the  
17 subject of the Notice of Violation; and (iii) demonstrates Lead levels below the Reformulation  
18 Level, then any payment under this Section shall be reduced by fifty percent (50%).

19                               3.2.6   Payments. Any payments under Section 3.2 shall be made by check  
20 payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a  
21 Notice of Election triggering a payment and which shall be used as reimbursement for costs for  
22 investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse  
23 attorneys’ fees and costs incurred in connection with these activities.

24                               3.3       **Repeat Violations.** If Defendant has received four (4) or more Notices of  
25 Violation concerning the same type (as identified by the same UPC code) of Covered Product  
26 that were not successfully contested or withdrawn in any twelve (12) month period then, at  
27 CEH’s option, CEH may seek whatever fines, costs, penalties, attorneys’ fees or other remedies  
28

1 that are provided by law for failure to comply with the Consent Judgment. Prior to seeking such  
2 relief, CEH shall meet and confer with Defendant for at least thirty (30) days to determine if  
3 Defendant and CEH can agree on measures that Defendant can undertake to prevent future  
4 violations.

5  
6 **4. PAYMENTS**

7 4.1 **Payments by Defendant.** On or before five (5) days after the entry of this  
8 Consent Judgment, Defendant shall pay the total sum of \$345,000 as a settlement payment as  
9 further set forth in this Section.

10 4.2 **Allocation of Payments.** The total settlement amount for Defendant shall be paid  
11 in four (4) separate checks in the amounts specified below and delivered as set forth below. Any  
12 failure by Defendant to comply with the payment terms herein shall be subject to a stipulated late  
13 fee to be paid by Defendant in the amount of \$100 for each day the full payment is not received  
14 after the applicable payment due date set forth in Section 4.1. The late fees required under this  
15 Section shall be recoverable, together with reasonable attorneys' fees, in an enforcement  
16 proceeding brought pursuant to Section 3 of this Consent Judgment. The funds paid by  
17 Defendant shall be allocated as set forth below between the following categories and made  
18 payable as follows:

19 4.2.1 A civil penalty in the amount of \$62,800 pursuant to Health & Safety Code  
20 §25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety  
21 Code §25249.12 (25% to CEH and 75% to the State of California's Office of Environmental  
22 Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty  
23 payment for \$47,100 shall be made payable to OEHHA and associated with taxpayer  
24 identification number 68-0284486. This payment shall be delivered as follows:

25 For United States Postal Service Delivery:

26  
27 Attn: Mike Gyurics  
28 Fiscal Operations Branch Chief  
Office of Environmental Health Hazard Assessment

1 P.O. Box 4010, MS #19B  
2 Sacramento, CA 95812-4010

3 For Non-United States Postal Service Delivery:

4 Attn: Mike Gyurics  
5 Fiscal Operations Branch Chief  
6 Office of Environmental Health Hazard Assessment  
7 1001 I Street, MS #19B  
8 Sacramento, CA 95814

9 The CEH portion of the civil penalty payment for \$15,700 shall be made  
10 payable to the Center for Environmental Health and associated with taxpayer identification  
11 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero  
12 Street, San Francisco, CA 94117.

13 4.2.2 An Additional Settlement Payment (“ASP”) to CEH in the amount of  
14 \$47,100 pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations,  
15 Title 11, § 3204. CEH intends to restrict use of the ASPs received from the Consent Judgment to  
16 CEH’s Toxics in Food Fund and to use such funds to support CEH programs and activities that  
17 seek to educate the public about lead and other toxic chemicals in food, to work with the food  
18 industry and agriculture interests to reduce exposure to lead and other toxic chemicals in food,  
19 and to thereby reduce the public health impacts and risks of exposure to lead and other toxic  
20 chemicals in food sold in California. CEH shall obtain and maintain adequate records to  
21 document that ASPs are spent on these activities and CEH agrees to provide such documentation  
22 to the Attorney General within thirty days of any request from the Attorney General. The  
23 payment pursuant to this Section shall be made payable to the Center for Environmental Health  
24 and associated with taxpayer identification number 94-3251981. This payment shall be delivered  
25 to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

26 4.2.3 A reimbursement of a portion of CEH’s reasonable attorneys’ fees and  
27 costs in the total amount of \$235,100. The attorneys’ fees and cost reimbursement check shall be  
28 made payable to the Lexington Law Group and associated with taxpayer identification number  
94-3317175. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street,  
San Francisco, CA 94117.

4.2.4 To summarize, Defendant shall deliver checks made out to the payees and in the amounts set forth below:

| Payee                           | Type         | Amount    | Deliver To              |
|---------------------------------|--------------|-----------|-------------------------|
| OEHHA                           | Penalty      | \$47,100  | OEHHA per Section 4.2.1 |
| Center For Environmental Health | Penalty      | \$15,700  | LLG                     |
| Center For Environmental Health | ASP          | \$47,100  | LLG                     |
| Lexington Law Group             | Fee and Cost | \$235,100 | LLG                     |

## **5. MODIFICATION AND DISPUTE RESOLUTION**

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

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

## **6. CLAIMS COVERED AND RELEASE**

6.1 Provided that Defendant complies in full with its obligations under Section 4 hereof, this Consent Judgment is a full, final and binding resolution between CEH on behalf of itself and the public interest and Defendant and its parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, agents, shareholders, successors, assigns, and attorneys ("Defendant Releasees"), and all entities to which Defendant distributes or sells Covered Products, such as distributors, wholesalers, customers, retailers, franchisees, licensors and licensees ("Downstream Defendant Releasees"), of any violation of Proposition 65 based on failure to warn about alleged exposure to Lead contained in Covered Products listed on Exhibit A that were sold, distributed or offered for sale by Defendant prior to the Effective Date.

6.2 Provided that Defendant complies in full with its obligations under Section 4 hereof,

1 CEH, for itself, its agents, successors and assigns, releases, waives and forever discharges any  
2 and all claims against Defendant, Defendant Releasees and Downstream Defendant Releasees  
3 arising from any violation of Proposition 65 or any other statutory or common law claims that  
4 have been or could have been asserted by CEH individually or in the public interest regarding the  
5 failure to warn about exposure to Lead arising in connection with Covered Products listed on  
6 Exhibit A that were manufactured, distributed or sold by Defendant prior to the Effective Date.

7 6.3 Provided that Defendant complies in full with its obligations under Section 4  
8 hereof, compliance with the terms of this Consent Judgment by Defendant and Defendant  
9 Releasees shall constitute compliance with Proposition 65 by Defendant, Defendant Releasees  
10 and Downstream Defendant Releasees with respect to any alleged failure to warn about Lead in  
11 Covered Products manufactured, distributed or sold by Defendant after the Effective Date.

## 12 7. PROVISION OF NOTICE

13 7.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
14 notice shall be sent by first class and electronic mail to:

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

20 7.2 When Defendant is entitled to receive any notice under this Consent Judgment, the  
21 notice shall be sent by first class and electronic mail to:

22 William F. Tarantino  
23 Morrison & Foerster LLP  
24 425 Market Street, Suite 3300  
25 San Francisco 94105-2482  
26 [wtarantino@mofo.com](mailto:wtarantino@mofo.com)

27 Eric Robben, Esq.  
28 Senior Corporate Counsel  
Associated British Foods NA  
One Parkview Plaza, Suite 500  
Oakbrook Terrace, IL 60181  
[ERobben@abfamericas.com](mailto:ERobben@abfamericas.com)

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

1       **8. COURT APPROVAL**

2           8.1     This Consent Judgment shall become effective upon the date signed by CEH and  
3 Defendant, whichever is later, provided however, that CEH shall prepare and file a Motion for  
4 Approval of this Consent Judgment and Settling Defendant shall support approval of such  
5 Motion.

6           8.2     If this Consent Judgment is not entered by the Court, it shall be of no force or  
7 effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
8 purpose.

9       **9. GOVERNING LAW AND CONSTRUCTION**

10          9.1     The terms of this Consent Judgment shall be governed by the laws of the State of  
11 California.

12       **10. ATTORNEYS' FEES**

13          10.1    A Party who unsuccessfully brings or contests an action arising out of this Consent  
14 Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs  
15 unless the unsuccessful Party has acted with substantial justification. For purposes of this  
16 Consent Judgment, the term substantial justification shall carry the same meaning as used in the  
17 Civil Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

18          10.2    Notwithstanding Section 10.1, a Party who prevails in a contested enforcement  
19 action brought pursuant to Section 3 may seek an award of attorneys' fees pursuant to Code of  
20 Civil Procedure §1021.5 against a Party that acted with substantial justification. The Party  
21 seeking such an award shall bear the burden of meeting all of the elements of §1021.5, and this  
22 provision shall not be construed as altering any procedural or substantive requirements for  
23 obtaining such an award.

24          10.3    Nothing in this Section 10 shall preclude a party from seeking an award of  
25 sanctions pursuant to law.

26       **11. ENTIRE AGREEMENT**

27          11.1    This Consent Judgment contains the sole and entire agreement and understanding  
28

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

## **12. RETENTION OF JURISDICTION**

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

## **13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

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

## **14. NO EFFECT ON OTHER SETTLEMENTS**

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


1    **15.    EXECUTION IN COUNTERPARTS**

2            15.1    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  
6    **IT IS SO ORDERED, ADJUDGED,  
7    AND DECREED**

8  
9    Dated: \_\_\_\_\_

12/19/18

  
\_\_\_\_\_  
Judge of the Superior Court


IOANA PETROU

1 **IT IS SO STIPULATED:**

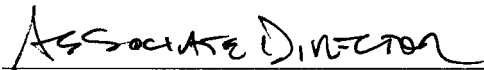
2 **CENTER FOR ENVIRONMENTAL**  
3 **HEALTH**

4   
5 \_\_\_\_\_

6 Signature

7  
8  
9   
10 \_\_\_\_\_

10 Printed Name

11  
12   
13 \_\_\_\_\_

13 Title

14  
15  
16  
17 **ACH FOOD COMPANIES, INC.**

18  
19 \_\_\_\_\_  
20 Signature

21 \_\_\_\_\_  
22 Printed Name

23 \_\_\_\_\_  
24 Title

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO STIPULATED:**  
**CENTER FOR ENVIRONMENTAL**  
**HEALTH**

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

**ACH FOOD COMPANIES, INC.**

  
\_\_\_\_\_

Signature

**Iman BAZZI**  
\_\_\_\_\_

Printed Name

**CEO**  
\_\_\_\_\_

Title

## EXHIBIT 1

### Sauce Products By Category

| Product                        | Category | UPC Code    |
|--------------------------------|----------|-------------|
| <b>Sauce</b>                   |          |             |
| Korma                          | A        | 6927607032  |
| Korma 3 Simple Steps*          | A        |             |
| Mild Curry                     | A        | 6927607036  |
| Mango Chicken                  | A        | 6927607035  |
| Tikka Masala Spicy Curry       | A        | 6927670067  |
| Tikka Masala Curry             | A        | 69274032511 |
| Tikka Masala 3 Simple Steps*   | A        |             |
| Rogan Josh                     | A        | 6927607033  |
| Jalfrezi                       | B        | 6927607010  |
| Jalfrezi Spicy Curry           | B        | 6927670069  |
| Butter Chicken 3 Simple Steps* | C        |             |
| Butter Chicken Spicy Curry     | C        | 6927616996  |
| Butter Chicken                 | C        | 6927607037  |
| Dopiaza                        | C        | 6927607005  |
| Vindaloo Spicy Curry           | C        | 6927670071  |

\* As set forth in Section 2.1.2, 3 Simple Steps products are deemed compliant to the extent their respective Sauce and Non-Sauce components comply with the associated reformulation levels for each identified component.

### Paste Products By Category

| Product                   | Category | UPC Code    |
|---------------------------|----------|-------------|
| Tandoori Paste (Marinade) | A        | 69276032153 |
| Tikka Masala Curry Paste  | A        | 69276032207 |
| Biryani Paste             | A        | 69276032405 |
| Madras Curry Paste        | B        | 69276032450 |
| Rogan Josh Paste          | B        | 69276201535 |
| Vindaloo Curry Paste      | C        | 69276032108 |
| Butter Chicken Paste      | C        | 69276169958 |
| Hot Curry Paste           | C        | 69276032009 |
| Mild Curry Paste          | C        | 69276032054 |

## EXHIBIT 1

### Relish Products By Category

| Product             | Category | UPC Code    |
|---------------------|----------|-------------|
| Mango Pickle        | A        | 69276012056 |
| Hot Mango Pickle    | A        | 69276012001 |
| Lime Pickle         | A        | 69276012155 |
| Hot Lime Pickle     | A        | 69276012100 |
| Hot Chile Pickle    | A        | 69276012209 |
| Hot Mixed Pickle    | A        | 69276012254 |
| Garlic Pickle       | A        | 69276012407 |
| Brinjal Pickle      | A        | 69276012605 |
| Sweet Mango Chutney | A        | 69276020037 |
| Hot Mango Chutney   | A        | 69276020235 |
| Major Grey Chutney  | A        | 69276020136 |