

1 content of those snack food products derived from potato or sweet potato flour, including
2 vegetable chips, vegetable sticks, and vegetable straws but not including sliced potato chips, that
3 are manufactured, sold, distributed, or offered for sale by Settling Defendants (“Covered
4 Products”). With respect to Defendant Dishaka, Covered Products under this Consent Judgment
5 are limited to products sold under the “Daily Crave” brand name or any products that are
6 manufactured, sold, distributed, or offered for sale by Dishaka after the Effective Date under a
7 different brand name that are the same as the Covered Products sold under the “Daily Crave”
8 brand name (other than the brand name). An initial list of Covered Products is attached hereto as
9 Exhibit A. Settling Defendants shall be entitled to update this list confidentially by notice to
10 CEH and the Attorney General.

11 1.2 It is the Parties’ intent that the Covered Products referenced in this Consent
12 Judgment are the kind of products falling within Type 4 in the “extruded, pellet, and baked
13 products” category in the Consent Judgment as to Defendant Snak King Corporation, entered
14 August 31, 2011, in *People v. Snyder’s of Hanover*, Alameda County Superior Court Case No.
15 RG 09-455286.¹

16 1.3 On or about August 26, 2016, CEH provided a 60-day Notice of Violation of
17 Proposition 65 to the California Attorney General, to the District Attorneys of every county in
18 California, to the City Attorneys of every California city with a population greater than 750,000,
19 and to Dishaka, alleging that Dishaka violated Proposition 65 by exposing persons to acrylamide
20 contained in Covered Products without first providing a clear and reasonable Proposition 65
21 warning. On or about October 28, 2016, CEH provided a 60-day Notice of Violation of
22 Proposition 65 to Simply 7 and the same public enforcers alleging that Simply 7 violated
23 Proposition 65 by exposing persons to acrylamide contained in Covered Products without first
24 providing a clear and reasonable Proposition 65 warning.

25 1.4 Each Settling Defendant is a corporation or other business entity that
26 manufactures, distributes, sells, or offers for sale Covered Products that are sold in the State of

27 ¹ These products are referred to as “Group C, Type 4” products in Exhibit A to the Snak King Consent Judgment,
28 which is available on the Attorney General’s website, at <https://oag.ca.gov/prop65/litigation>.

1 California or has done so in the past.

2 1.5 On November 10, 2016, CEH filed the Complaint in the above-captioned matter,
3 naming Dishaka as an original defendant. On or about February 16, 2017, CEH named Simply 7
4 as a defendant in that action pursuant to California Code of Civil Procedure § 474. On April 11,
5 2017, CEH filed a First Amended Complaint adding Proposition 65 allegations against retailer
6 Safeway, Inc. pertaining to Covered Products sold by Simply 7.

7 1.6 For purposes of this Consent Judgment only, the Parties stipulate that this Court
8 has jurisdiction over the allegations of violations contained in the operative Complaint and
9 personal jurisdiction over Settling Defendants as to the acts alleged in the operative Complaint,
10 that venue is proper in the County of Alameda, and that this Court has jurisdiction to enter and
11 enforce this Consent Judgment as a full and final resolution of all claims which were or could
12 have been raised in the operative Complaint or in its Notices of Violation naming Settling
13 Defendants based on the facts alleged therein with respect to Covered Products manufactured,
14 distributed, and/or sold by Settling Defendants.

15 1.7 Nothing in this Consent Judgment is or shall be construed as an admission by the
16 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with
17 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
18 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
19 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
20 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
21 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and
22 resolving issues disputed in this Action.

23 **2. INJUNCTIVE RELIEF**

24 2.1 **Reformulation of Covered Products.** Upon notice of entry of this Consent
25 Judgment by the Court (the “Effective Date”), Settling Defendants shall not purchase,
26 manufacture, ship, sell, or offer for sale Covered Products that will be sold or offered for sale in
27 California that exceed the following acrylamide concentration levels (the “Reformulation

Levels”), such concentration to be determined by use of a test performed by an accredited laboratory using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid Chromatograph-Mass Spectrometry), or any other testing method agreed upon by the Parties:

2.1.1 The acrylamide concentration of any individual unit of Covered Product shall not exceed 490 ppb by weight, based on a representative composite sample of the chips in the individual unit being tested (the “Unit Level”).

2.1.2 The average acrylamide concentration of the Covered Products shall not exceed 350 parts per billion (“ppb”) by weight (the “Average Level”). The Average Level is determined by randomly selecting at least five (5) representative composite samples from five (5) different lots of Covered Products (or the maximum number of lots available for testing if less than 5) during a testing period of at least 60 days. For avoidance of doubt, Covered Products either manufactured, or distributed, or sold by Settling Defendants prior to the Effective Date are not subject to the Reformulation Levels, even if such products are sold in California or to California consumers after the Effective Date.

3. ENFORCEMENT

3.1 **General Enforcement Provisions.** CEH may, by motion or application for an order to show cause before this Court, enforce the terms and conditions contained in this Consent Judgment. Any action to enforce alleged violations of Section 2.1 by Settling Defendants shall be brought exclusively pursuant to this Section 3, and be subject to the meet and confer requirement of Section 3.2.4.2 if applicable.

3.2 Enforcement of Reformulation Commitment.

3.2.1 Notice of Violation. In the event that CEH identifies a Covered Product that was sold or offered for sale to California consumers by a Settling Defendant with a best-by or sell-by (or equivalent) date more than 6 months after the Effective Date, and for which CEH has laboratory test results showing that the Covered Product exceeds the applicable Reformulation Level, CEH may issue a Notice of Violation pursuant to this Section.

3.2.2 Service of Notice of Violation and Supporting Documentation.

3.2.2.1 Subject to Section 3.2.1, the Notice of Violation shall be sent to the person(s) identified in Section 7.2 to receive notices for Settling Defendants, and must be served within sixty (60) days of the later of the date the Covered Products at issue were purchased or otherwise acquired by CEH or the date that CEH can reasonably determine that the Covered Products at issue were manufactured, shipped, sold, or offered for sale by Settling Defendants, provided, however, that CEH may have up to an additional sixty (60) days to send the Notice of Violation if, notwithstanding CEH's good faith efforts, the test data required by Section 3.2.2.2 below cannot be obtained by CEH from its laboratory before expiration of the initial sixty (60) day period.

3.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date the Covered Products were purchased; (b) the location at which the Covered Products were purchased; (c) a description of the Covered Products giving rise to the alleged violation, including the name and address of the retail entity from which the sample was obtained and pictures of the product packaging from all sides, which identifies the product lot; and (d) all test data obtained by CEH regarding the Covered Products and supporting documentation sufficient for validation of the test results, including any laboratory reports, quality assurance reports, product preparation and handling protocols (e.g., documentation a composite sample was prepared for testing), and quality control reports associated with testing of the Covered Products.

3.2.3 Notice of Election of Response. No more than forty-five (45) days after effectuation of service of a Notice of Violation, Settling Defendants shall provide written notice to CEH whether they elect to contest the allegations contained in a Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election within forty-five (45) days of effectuation of service of a Notice of Violation shall be deemed an election to contest the Notice of Violation. Upon notice to CEH, Settling Defendants may have up to an additional sixty (60) days to elect if, notwithstanding Settling Defendants' good faith efforts, Settling Defendants are unable to verify the test data provided by CEH before expiration of the initial forty-five (45) day period.

1 3.2.4 Contested Notices. If a Notice of Violation is contested, the following
2 procedures shall apply:

3 3.2.4.1 Basis for Notice. The Notice of Election shall include all non-
4 privileged documents upon which Settling Defendants are relying to contest the alleged violation,
5 including all available test data. If Settling Defendants or CEH later acquire additional test or
6 other data regarding the alleged violation during the meet and confer period described in Section
7 3.2.4.2, they shall notify the other Party and promptly provide all such data or information to the
8 Party unless either the Notice of Violation or Notice of Election has been withdrawn.

9 3.2.4.2 Meet and Confer. If a Notice of Violation is contested, CEH and
10 Settling Defendants shall meet and confer in good faith to attempt to resolve their dispute.

11 3.2.4.3 Withdrawal of Notice of Election or Notice of Violation. Within
12 thirty (30) days of serving a Notice of Election contesting a Notice of Violation, Settling
13 Defendants may withdraw the original Notice of Election contesting the violation and serve a
14 new Notice of Election to not contest the violation, provided, however, that, in this circumstance,
15 Settling Defendants shall pay \$2,500 in addition to any payment required under this Consent
16 Judgment. At any time, CEH may withdraw a Notice of Violation, in which case for purposes of
17 this Section 3.2 the result shall be as if CEH never issued any such Notice of Violation.

18 3.2.4.4 Enforcement Motion or Proceeding. If no informal resolution of a
19 Notice of Violation results within thirty (30) days of a Notice of Election to contest, plus any
20 extensions allowed hereunder or mutually agreed upon, CEH may file an enforcement motion or
21 application pursuant to Section 3.1. In any such proceeding, CEH may seek whatever fines,
22 costs, penalties, attorneys' fees, or other remedies are provided by law for an alleged failure to
23 comply with the Consent Judgment, and Settling Defendants may, without limitation, present
24 whatever evidence and arguments that they believe provide a basis for contesting the alleged
25 violation or the relief sought by CEH.
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1 3.2.5 Non-Contested Notices. If Settling Defendants elect to not contest the
2 allegations in a Notice of Violation, they shall undertake corrective action(s) and make payments,
3 if any, as set forth below.

4 3.2.5.1 Settling Defendants shall include in their Notice of Election a
5 detailed description with supporting documentation of the corrective action(s) that they have
6 undertaken or propose to undertake to address the alleged violation. Any such correction shall, at
7 a minimum, provide reasonable assurance that all Covered Products having the same lot number
8 as that of the Covered Product identified in CEH's Notice of Violation (the "Noticed Covered
9 Products") will not be thereafter sold in California or offered for sale to California customers by
10 Settling Defendants, and that Settling Defendants have sent instructions to any retailers or
11 customers that they know or reasonably believe offer the Noticed Covered Products for sale to
12 cease offering the Noticed Covered Products for sale to California consumers and to return all
13 such Noticed Covered Products to Settling Defendants if Settling Defendants have reason to
14 believe the Noticed Covered Products are still offered for sale to California consumers. Settling
15 Defendants shall keep for a period of one year and make available to CEH upon reasonable notice
16 (which shall not exceed more than one request per year) for inspection and copying records of
17 any material non-privileged correspondence with any retailers or customers that offer the Noticed
18 Covered Products for sale regarding the foregoing. If the Notice of Violation is based on a
19 violation of the Unit Level with respect to a single Covered Product, Settling Defendants will be
20 excused from the recall obligation described in the foregoing if Settling Defendants produce test
21 results or other evidence that: (1) demonstrates that the acrylamide levels found by CEH in the
22 unit alleged to be in violation is an aberration and; (2) otherwise provides reasonable assurance
23 that the remainder of the Noticed Covered Products, aside from the unit alleged to be in violation,
24 comply with the Reformulation Levels. If there is a dispute over the corrective action or over
25 whether Settling Defendants are excused from the recall obligation, Settling Defendants and CEH
26 shall meet and confer before seeking any remedy in court. In no case shall CEH issue more than
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one Notice of Violation per manufacturing lot of a type of Covered Product, nor shall CEH issue more than two Notices of Violation in the first calendar year following the Effective Date.

3.2.5.2 If the Notice of Violation is the first, second, third, or fourth Notice of Violation received by Settling Defendants under Section 3.2.1 that was not successfully contested or withdrawn, then Settling Defendants shall pay \$15,000 for each Notice of Violation. If Settling Defendants have received more than four (4) Notices of Violation under Section 3.2.1 that were not successfully contested or withdrawn, then Settling Defendants shall pay \$25,000 for each Notice of Violation. If Settling Defendants produce with their Notice of Election test data for the Covered Product that: (i) was conducted prior to the date CEH gave Notice of Violation; (ii) was conducted on the same or same type of Covered Product; and (iii) demonstrates acrylamide levels below the applicable Reformulation Level, then any payment under this Section shall be reduced by 100 percent (100%) for the first Notice of Violation, by seventy-five percent (75%) for the second Notice of Violation, and by fifty percent (50%) for any subsequent Notice of Violation. In no case shall Settling Defendants be obligated to pay more than \$100,000 for all Notices of Violation not successfully contested or withdrawn in any calendar year irrespective of the total number of Notices of Violation issued.

3.2.6 Payments. Any payments under Section 3.2 shall be made by check payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a Notice of Election triggering a payment, or final resolution of the meet and confer process, or Court order regarding the same. Such payments shall be used as reimbursement for costs for investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse attorneys’ fees and costs incurred in connection with these activities.

3.3 **Repeat Violations.** If Settling Defendants have received four (4) or more Notices of Violation concerning the same type of Covered Product that were not successfully contested or withdrawn in any two (2) year period then, at CEH’s option, CEH may seek whatever fines, costs, penalties, attorneys’ fees, or other remedies that are provided by law for failure to comply with the Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling

Defendants for at least thirty (30) days to determine if Settling Defendants and CEH can agree on measures that Settling Defendants can undertake to prevent future alleged violations.

4. PAYMENTS

4.1 Payments by Settling Defendants. Within ten (10) calendar days of the Effective Date, Settling Defendants shall pay the total sum of \$55,000 as a settlement payment as further set forth in this Section.

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

4.2.1 \$9,390 as a civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment for \$7,042.50 shall be made payable to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be delivered as follows:

For United States Postal Service Delivery:

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

1 For Non-United States Postal Service Delivery:

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

7 The CEH portion of the civil penalty payment for \$2,347.50 shall be made
8 payable to the Center for Environmental Health and associated with taxpayer identification
9 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
10 Street, San Francisco, CA 94117.

11 4.2.2 \$7,040 as an Additional Settlement Payment (“ASP”) to CEH pursuant to
12 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
13 intends to restrict use of the ASPs received from this Consent Judgment to the following
14 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH
15 programs and activities that seek to educate the public about acrylamide and other toxic
16 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
17 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
18 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
19 obtain and maintain adequate records to document that ASPs are spent on these activities and
20 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
21 request from the Attorney General. The payment pursuant to this Section shall be made payable
22 to the Center for Environmental Health and associated with taxpayer identification number 94-
23 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
24 Francisco, CA 94117.

25 4.2.3 \$38,570 as a reimbursement of a portion of CEH’s reasonable attorneys’
26 fees and costs. The attorneys’ fees and cost reimbursement shall be made payable to the
27 Lexington Law Group and associated with taxpayer identification number 94-3317175. This
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1 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
2 94117.

3 **5. MODIFICATION AND DISPUTE RESOLUTION**

4 5.1 **Modification.** This Consent Judgment may be modified from time to time by
5 express written agreement of the Parties, with the approval of the Court and prior notice to the
6 Attorney General's Office, or by an order of this Court upon motion and prior notice to the
7 Attorney General's Office and in accordance with law.

8 5.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
9 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
10 modify the Consent Judgment.

11 **6. CLAIMS COVERED AND RELEASE**

12 6.1 Provided that Settling Defendants comply in full with their obligations under
13 Section 4 hereof, this Consent Judgment is a full, final and binding resolution between CEH on
14 behalf of itself and the public interest and Settling Defendants and their parents, subsidiaries,
15 affiliated entities that are under common ownership, directors, officers, employees, agents,
16 shareholders, predecessors, successors, assigns, and attorneys ("Defendant Releasees"), and all
17 entities to which Settling Defendants directly or indirectly distribute or sell Covered Products,
18 including but not limited to distributors, wholesalers, customers, retailers, franchisees, licensors,
19 and licensees ("Downstream Defendant Releasees"), of any violation of Proposition 65 based on
20 failure to warn about alleged exposure to acrylamide contained in Covered Products that were
21 manufactured, sold, distributed, or offered for sale by Settling Defendants prior to the Effective
22 Date, and CEH, for itself, its agents, successors, and assigns on behalf of itself and in the public
23 interest, hereby fully release, waives, and forever discharges all of the foregoing claims.

24 6.2 Provided that Settling Defendants comply in full with their obligations under
25 Section 4 hereof, CEH, for itself, its agents, successors and assigns, releases, waives, and forever
26 discharges any and all claims against Settling Defendants, Defendant Releasees, and Downstream
27 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or
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1 common law claims that have been or could have been asserted by CEH individually or in the
2 public interest regarding the failure to warn about exposure to acrylamide arising in connection
3 with Covered Products manufactured, distributed or sold by Settling Defendants prior to the
4 Effective Date.

5 6.3 Provided that Settling Defendants comply in full with their obligations under
6 Section 4 hereof, Compliance with the terms of this Consent Judgment by Settling Defendants
7 shall constitute compliance with Proposition 65 by Settling Defendants, Defendant Releasees and
8 Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in
9 Covered Products manufactured, distributed, or sold by Settling Defendants after the Effective
10 Date.

11 6.4 For the avoidance of doubt, the Releases provided in this section do not cover
12 claims against Dishaka, if any, arising out of sales of products under any brand other than “Daily
13 Crave” or “Simply 7” prior to the Effective Date.

14 **7. PROVISION OF NOTICE**

15 7.1 When CEH is entitled to receive any notice under this Consent Judgment, the
16 notice shall be sent by first class and electronic mail to:

17 Howard Hirsch
18 Lexington Law Group
19 503 Divisadero Street
20 San Francisco, CA 94117
hhirsch@lexlawgroup.com

21 7.2 When Settling Defendants are entitled to receive any notice under this Consent
22 Judgment, the notice shall be sent by first class and electronic mail to:

23 J. Noah Hagey
24 Braun Hagey & Borden LLP
25 220 Sansome Street, 2nd Floor
San Francisco, CA 94104
hagey@braunhagey.com

26 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.

1 **8. COURT APPROVAL**

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

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 other than to allow the Court to determine if there was a material breach of Section 8.1.

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, motion, or application
14 arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable
15 attorneys' fees and costs.

16 10.2 Nothing in this Section 10 shall preclude a party from seeking an award of
17 sanctions pursuant to law.

18 **11. ENTIRE AGREEMENT**

19 11.1 This Consent Judgment contains the sole and entire agreement and understanding
20 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
21 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
22 and therein. There are no warranties, representations, or other agreements between the Parties
23 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
24 other than those specifically referred to in this Consent Judgment have been made by any Party
25 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
26 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
27 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
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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 a Settling Defendant on terms that are different than those contained in this Consent Judgment. A Settling Defendant may move to modify this Consent Judgment pursuant to Section 5 to substitute higher Reformulation Levels that CEH agrees to in a future consent judgment applicable to products substantially identical to the Covered Products and CEH agrees not to oppose any such motion except for good cause shown.

14.2 In the event that the California Attorney General intervenes on behalf of the People of the State of California in this action, or in any Proposition 65 action brought by CEH regarding alleged acrylamide exposures in potato-based snack foods, Settling Defendant may also move to modify this Consent Judgment pursuant to Section 5 to substitute higher Reformulation Levels that the Attorney General agrees to in a consent judgment applicable to products substantially identical to the Covered Products in such action(s). CEH agrees not to oppose any such motion except for good cause shown.

1 14.3 For avoidance of doubt, nothing in this Section 14 shall be construed as limiting
2 Settling Defendants' right to otherwise seek modification of this Consent Judgment pursuant to
3 Section 5, including, without limitation, a motion to substitute higher Reformulation Levels in the
4 event that the California Attorney General agrees to higher Reformulation Levels in a future
5 consent judgment applicable to products substantially identical to the Covered Products.

6 **15. EXECUTION IN COUNTERPARTS**

7 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by
8 means of facsimile or portable document format (pdf), which taken together shall be deemed to
9 constitute one document.

10 **IT IS SO ORDERED, ADJUDGED,**
11 **AND DECREED**


12 Dated: 1-4-19

13 
14 Judge of the Superior Court

15 **IT IS SO STIPULATED:**

16 Dated: 18 Oct, 2018

17 **CENTER FOR ENVIRONMENTAL HEALTH**

18 
19 Signature

20 Charles Pizzaro
21 Printed Name

22 ASSOCIATE DIRECTOR
23 Title

1 Dated: 10/18, 2018

DISHAKA LLC

Signature 

Rashim Oberoi
Printed Name

President
Title

9 Dated: 10/18, 2018

SIMPLY 7 SNACKS, LLC

Signature 

Rashim Oberoi
Printed Name

President
Title

EXHIBIT A
INITIAL LIST OF COVERED PRODUCTS

Dishaka LLC	Simply 7 Snacks LLC
The Daily Crave Veggie Chips	Simply 7 Kale Chips
The Daily Crave Veggie Sticks	Simply 7 Organic Veggie Chips
The Daily Crave Organic Veggie Straws	