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FILED
ALAMEDA COUNTY

JAN 09 2024

CLERK OF THE SUPERIOR COURT

By 

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

CENTER FOR ENVIRONMENTAL HEALTH,
Plaintiff,
v.
SUNSWEEP GROWERS, INC., *et al.*,
Defendants.

Case No. RG 17-886808
[PROPOSED] CORRECTED
CONSENT JUDGMENT AS TO
SUNSWEEP GROWERS, INC.

1. DEFINITIONS

1.1 The "Complaint" means the operative complaint in the above-captioned matter.

1.2 "Covered Products" means a juice product that is primarily derived of prune juice, which is further defined as a shelf-stable water-extract of dried prunes, containing not less than 18.5 percent by weight of water-soluble solids extracted from dried prunes, as specified in the U.S. Standard of Identity for Canned Prune Juice (21 C.F.R. § 146.187). An initial list of the

1 Covered Products is attached hereto as Exhibit A.

2 1.3 "Effective Date" means the date on which notice of entry of this Consent
3 Judgment by the Court is served upon Settling Defendant.

4 **2. INTRODUCTION**

5 2.1 The Parties to this Consent Judgment are the Center for Environmental Health
6 ("CEH"), a California non-profit corporation, and Sunsweet Growers, Inc. ("Settling
7 Defendant"). CEH and Settling Defendant (the "Parties") enter into this Consent Judgment to
8 settle certain claims asserted by CEH against Settling Defendant as set forth in the Complaint.

9 2.2 On or about October 28, 2016, CEH provided a 60-day Notice of Violation of
10 Proposition 65 to the California Attorney General, to the District Attorneys of every county in
11 California, to the City Attorneys of every California city with a population greater than 750,000,
12 and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by exposing
13 persons in California to acrylamide contained in Covered Products without first providing a clear
14 and reasonable Proposition 65 warning (the "Notice").

15 2.3 Settling Defendant is a corporation or other business entity that employs ten or
16 more people and manufactures, distributes, sells, or offers for sale Covered Products that are sold
17 in the State of California or has done so in the past.

18 2.4 On December 20, 2017, CEH filed the Complaint in the above-captioned
19 matter, naming Settling Defendant as a defendant.

20 2.5 Settling Defendant has committed substantial resources to attempt to reduce
21 the acrylamide levels in the Covered Products, including but not limited to employee time
22 researching, developing, and testing acrylamide reduction efforts, capital expenditures on process
23 and equipment changes, and money spent retaining independent contractors or funding university
24 research to assist in Settling Defendant's endeavors.

25 2.6 For purposes of this Consent Judgment only, the Parties stipulate that this
26 Court has jurisdiction over the allegations of violations contained in the Complaint and personal
27 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper

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1 in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Consent
2 Judgment as a full and final resolution of all claims which were or could have been raised in the
3 Complaint based on the facts alleged therein and in the Notice with respect to Covered Products
4 manufactured, distributed, and/or sold by Settling Defendant.

5 2.7 Nothing in this Consent Judgment is or shall be construed as an admission
6 against interest by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor
7 shall compliance with the Consent Judgment constitute or be construed as an admission against
8 interest by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in
9 this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense
10 the Parties may have in any other pending or future legal proceedings. This Consent Judgment is
11 the product of negotiation and compromise and is accepted by the Parties solely for purposes of
12 settling, compromising, and resolving issues disputed in this action.

13 **3. INJUNCTIVE RELIEF**

14 3.1 **Reduction of Acrylamide to Lowest Level Feasible.** After the Effective
15 Date, for any of its Covered Products that are offered for sale in California, Settling Defendant
16 shall utilize quality control measures that reduce the formation of acrylamide to the lowest level
17 currently feasible, consistent with 27 C.C.R. § 25506. These steps include:

18 3.1.1 Modification of Settling Defendant's California production specifications
19 for Covered Products to prohibit the use of very small size dried fruit (*i.e.*, no use of average
20 count per pound of 112 or higher) for processing Covered Products so as to minimize the use of
21 fruit burned during dehydration and to reduce the amount of heat required to render prunes into a
22 prune slurry for juice.

23 3.1.2 Installation of temperature gauges in Settling Defendant's high-heat
24 processing line locations to monitor and confirm the avoidance of unintended excessive heat
25 buildups in liquid flow. If any flow temperatures exceed the target by more than 15%, that batch
26 of slurry or liquid will be separated and blended with normal temperature flow product to reduce
27 the chance of excess acrylamide concentrating in any batch of final product.

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1 3.1.3 Maintaining processing and bottling schedules that minimize (and
2 eliminate where possible) any heating of work in process product in storage tanks and through the
3 centrifuging process.

4 3.1.4 Water-cooling of final hot-filled bottled Covered Products immediately
5 after pasteurization and fill to reduce the risk of post-pasteurization acrylamide formation.

6 3.2 **Further Acrylamide Reduction Efforts.** After the Effective Date, Settling
7 Defendant shall continue to monitor research on acrylamide and to further refine production
8 processes if it determines there are commercially available and feasible technologies or processes
9 that could further reduce acrylamide formation in its Covered Products without change to the
10 U.S. Department of Agriculture’s standard of identity and without material reduction in
11 nutritional benefit or palatability to consumers from the Covered Products.

12 3.2.1 As a specific measure to reduce the formation of acrylamide to the lowest
13 level feasible, within 6 months of the Effective Date, Settling Defendant shall replace direct
14 steam heat in its closed pasteurization system for its Covered Products that are offered for sale in
15 California with indirect hot water heat to eliminate extreme temperature points and variations.

16 3.3 **Reporting.** One year after the Effective Date (and every other year thereafter
17 for two additional reports), Settling Defendant shall provide a written report to CEH regarding
18 any efforts it has taken or the research it has considered during that period to reduce the
19 formation of acrylamide in the Covered Products to the lowest level currently feasible.

20 **4. ENFORCEMENT**

21 4.1 **General Enforcement Provisions.** CEH or the public entities identified in
22 Health & Safety Code section 25249.7(c) (collectively, “Enforcers”) may, by motion, application
23 for an order to show cause, or action filed in this Court, enforce the terms and conditions
24 contained in this Consent Judgment. Any action to enforce alleged violations of Sections 3.1 or
25 3.2 by Settling Defendant shall be brought exclusively pursuant to Section 4.2.

26 4.2 **Enforcement of Acrylamide Reduction Commitment.**

27 4.2.1 In the event that any Enforcer(s) identify acrylamide reduction measures
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1 not already implemented or evaluated by Settling Defendant that Enforcer(s) believe in good faith
2 could yield material reductions in acrylamide levels in Covered Products (without changing the
3 standard of identity or materially reducing nutritional benefit or palatability to consumers), such
4 Enforcer(s) shall send Settling Defendant a detailed description of such measures, including any
5 supporting documentation regarding the feasibility and effectiveness of such measures for
6 products similar to the Covered Products. These materials shall be sent to the person(s) identified
7 in Section 8.2 to receive notices for Settling Defendant. Settling Defendant shall use reasonable
8 commercial efforts to test or evaluate such measures to consider their use and effect, and shall
9 advise such Enforcer(s) of its findings and conclusion within 180 days. No compensation shall
10 be recoverable by either party if Settling Defendant implements such reduction measures without
11 the need for motion practice or other related court filings.

12 4.2.2 In the event that such Enforcer(s) reasonably believe that Settling
13 Defendant has not acted in good faith in performing such tests and evaluating outcomes, and has
14 subsequently acted in an unreasonable manner in electing not to implement such acrylamide
15 reduction measures, such Enforcer(s) may elect to file a motion, application, or action in this
16 Court to enforce the terms and conditions contained in this Consent Judgment. Prior to filing
17 such motion, application, or action, the Settling Defendant and such Enforcer(s) shall meet and
18 confer in a good faith attempt to resolve the dispute informally.

19 4.2.3 In any motion, application, or action to enforce the Consent Judgment,
20 Enforcer(s) may seek whatever fines, costs, penalties, attorneys' fees, or other remedies are
21 provided by law for an alleged failure to comply with the Consent Judgment. Nothing in this
22 Section 4.2.3 shall impact the Court's authority in an enforcement proceeding to impose
23 appropriate remedies, including the provision of a clear and reasonable warning. In any
24 enforcement proceeding regarding this Consent Judgment, Settling Defendant may assert any and
25 all defenses that are available.

26 **5. PAYMENTS**

27 5.1 **Payments by Settling Defendant.** Within ten (10) calendar days of the
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1 Effective Date, Settling Defendant shall pay the total sum of \$90,000 as a settlement payment as
2 further set forth in this Section.

3 5.2 **Allocation of Payments.** The total settlement amount shall be paid in five (5)
4 separate checks in the amounts specified below and delivered as set forth below. Any failure by
5 Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late
6 fee to be paid by Settling Defendant to CEH in the amount of \$100 for each day the full payment
7 is not received after the payment due date set forth in Section 5.1. The late fees required under
8 this Section shall be recoverable, together with reasonable attorneys' fees, in an enforcement
9 proceeding brought pursuant to Section 4 of this Consent Judgment. The funds paid by Settling
10 Defendant shall be allocated as set forth below between the following categories and made
11 payable as follows:

12 5.2.1 \$14,860 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
13 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
14 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
15 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty
16 payment for \$11,145 shall be made payable to OEHHA and associated with taxpayer
17 identification number 68-0284486. This payment shall be delivered as follows:

18 For United States Postal Service Delivery:

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

24 For Non-United States Postal Service Delivery:

25 Attn: Mike Gyurics
26 Fiscal Operations Branch Chief
27 Office of Environmental Health Hazard Assessment
28 1001 I Street, MS #19B
 Sacramento, CA 95814

The CEH portion of the civil penalty payment for \$3,715 shall be made payable to the Center for
Environmental Health and associated with taxpayer identification number 94-3251981. This

1 payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street, San Francisco,
2 CA 94117.

3 5.2.2 \$11,140 as an Additional Settlement Payment (“ASP”) to CEH pursuant to
4 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
5 intends to restrict use of the ASPs received from this Consent Judgment to the following
6 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH
7 programs and activities that seek to educate the public about acrylamide and other toxic
8 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
9 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
10 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
11 obtain and maintain adequate records to document that ASPs are spent on these activities and
12 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
13 request from the Attorney General. The payment pursuant to this Section shall be made payable
14 to the Center for Environmental Health and associated with taxpayer identification number 94-
15 3251981. This payment shall be delivered to Lexington Law Group, LLP, 503 Divisadero Street,
16 San Francisco, CA 94117.

17 5.2.3 \$64,000 as a reimbursement of a portion of CEH’s reasonable attorneys’
18 fees and costs (including but not limited to expert and investigative costs). The attorneys’ fees
19 and cost reimbursement shall be made in two separate checks as follows: (a) \$63,000 payable to
20 the Lexington Law Group, LLP and associated with taxpayer identification number 88-4399775;
21 and (b) \$1,000 payable to the Center for Environmental Health and associated with taxpayer
22 identification number 94-3251981. These payments shall be delivered to Lexington Law Group,
23 LLP, 503 Divisadero Street, San Francisco, CA 94117.

24 **6. MODIFICATION AND DISPUTE RESOLUTION**

25 6.1 **Procedure for Modification.** This Consent Judgment may be modified from
26 time to time by (1) express written agreement of the Parties, or (2) as provided in this Section 6.
27 Any modification to the Consent Judgment requires the approval of the Court and prior notice to
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1 the Attorney General's Office. As applicable, any Party seeking to modify this Consent
2 Judgment must notify the other Party in writing, and the Party receiving such notification shall
3 not object nor oppose the modification except for good cause shown, and in such event the
4 Parties shall thereafter attempt in good faith to meet and confer with the other Party prior to filing
5 a motion to modify the Consent Judgment. If the Parties are unable to resolve their dispute
6 informally within sixty (60) days after the date of the written notification, the Party that issued
7 the written notification to seek the modification may bring a motion or proceeding to seek
8 judicial relief as to the requested modification.

9 **6.2 Other CEH Settlements.** CEH has or may in the future enter into consent
10 judgments with other entities that manufacture, distribute, and/or sell prune juice. Should
11 Settling Defendant determine that the injunctive relief set forth in any such consent judgment is
12 less stringent (*e.g.*, permits higher acrylamide levels) than that standard set forth herein, it shall
13 meet and confer with CEH. Thereafter, Settling Defendant may move for a modification of this
14 Consent Judgment to substitute that less stringent injunctive relief standard, and CEH agrees not
15 to oppose any such motion except for good cause shown.

16 **6.3 Court Decision Regarding Prune Juice.** If a court of competent jurisdiction
17 renders a final judgment that one or more prune juice products do not require a warning for
18 acrylamide under Proposition 65, where such products contain levels of acrylamide at or above
19 comparable acrylamide levels typically found in Settling Defendant's Covered Products, then
20 Settling Defendant may move to modify this Consent Judgment to conform to such ruling, and
21 CEH agrees not to oppose any such motion except for good cause shown.

22 **6.4 Other Court Decisions.** If a final decision of a court determines that
23 warnings for acrylamide exposures or that enforcement of Proposition 65 claims/warnings for
24 acrylamide exposures are preempted, violate the First Amendment, or otherwise are unlawful or
25 unconstitutional with respect to dietary consumption of acrylamide, then Settling Defendant shall
26 meet and confer with CEH about modifications to this Consent Judgment. Settling Defendant
27 may thereafter move to modify this Consent Judgment to conform to such ruling, including

1 potential invalidation of the injunctive terms herein. CEH agrees not to oppose any such motion
2 except for good cause shown. CEH further agrees that it would not have good cause to oppose
3 modification if a final judgment on the merits is entered in *California Chamber of Commerce v.*
4 *Bonta*, 2:19-cv-ADA-JDP (E.D. Cal.), holding that all acrylamide Proposition 65 dietary
5 consumption warnings for cancer violate the First Amendment.

6 **6.5 Change in Proposition 65.** If Proposition 65 or its implementing regulations
7 (including but not limited to the “safe harbor no significant risk level” for acrylamide set forth at
8 Cal. Code Regs., tit. 27, section 25705, subdivision (c)(2) or any “alternative risk level” adopted
9 by regulation or court decision) are changed from their terms as they exist on the date of entry of
10 this Consent Judgment in a manner that impacts the injunctive relief in this Consent Judgment, or
11 if OEHHA takes some other final regulatory action for products similar to the Covered Product in
12 a manner that impacts the injunctive relief in this Consent Judgment or that determines that
13 warnings for acrylamide are not required for such products, then Settling Defendant may seek to
14 modify this Consent Judgment.

15 **6.6 Scientific Studies.** If an agency of the federal government, including, but not
16 limited to the U.S. Food and Drug Administration, states through any guidance, regulation, or
17 other legally binding act, following a review of scientific studies and following public notice and
18 comment, a cancer potency estimate for acrylamide that equates to a no significant risk level
19 higher than 0.2 micrograms per day, then Settling Defendant shall be entitled to seek a
20 modification of this Consent Judgment to be relieved of its obligations to meet any requirements
21 of this Consent Judgment that are inconsistent with such a change.

22 **6.7 Federal Agency Action and Preemption.** If a court of competent jurisdiction
23 or an agency of the federal government, including, but not limited to the U.S. Food and Drug
24 Administration, states through any guidance, regulation, or other legally binding act that federal
25 law has preemptive effect on any of the requirements of this Consent Judgment, then this Consent
26 Judgment may be modified in accordance with the procedure for noticed motions set forth in
27 Section 6.1 to bring it into compliance with or avoid conflict with federal law. Any such

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1 modification shall be limited to those changes that are necessary to bring this Consent Judgment
2 into compliance with or avoid conflict with federal law.

3 **7. CLAIMS COVERED AND RELEASE**

4 7.1 Provided that Settling Defendant complies with its obligations under Section 5
5 hereof, this Consent Judgment is a full, final, and binding resolution between CEH on behalf of
6 itself and the public interest and Settling Defendant and Settling Defendant's parents,
7 subsidiaries, affiliated entities that are under common ownership, directors, officers, employees,
8 agents, shareholders, successors, assigns, and attorneys ("Defendant Releasees"), and all entities
9 to which Settling Defendant directly or indirectly distributes or sells Covered Products, including
10 but not limited to distributors, wholesalers, customers, retailers, franchisees, licensors, and
11 licensees ("Downstream Defendant Releasees"), of any violation of Proposition 65 based on
12 failure to warn about alleged exposure to acrylamide contained in Covered Products that were
13 manufactured by Settling Defendant prior to the Effective Date.

14 7.2 Provided that Settling Defendant complies with its obligations under Section 5
15 hereof, CEH, for itself, its agents, successors, and assigns, releases, waives, and forever
16 discharges any and all claims against Settling Defendant, Defendant Releasees, and Downstream
17 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or
18 common law claims that have been or could have been asserted by CEH individually or in the
19 public interest regarding the failure to warn about exposure to acrylamide arising in connection
20 with Covered Products manufactured by Settling Defendant prior to the Effective Date.

21 7.3 Provided that Settling Defendant complies with its obligations under Section 5
22 hereof, compliance with the terms of this Consent Judgment by Settling Defendant shall
23 constitute compliance with Proposition 65 by Settling Defendant, its Defendant Releasees, and its
24 Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in
25 Covered Products manufactured by Settling Defendant after the Effective Date.

1 **8. PROVISION OF NOTICE**

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

4 Howard Hirsch
5 Lexington Law Group, LLP
6 503 Divisadero Street
7 San Francisco, CA 94117
8 hhirsch@lexlawgroup.com

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

11 Will Wagner
12 Arnold & Porter Kaye Scholer LLP
13 Three Embarcadero Center, 10th Floor
14 San Francisco, CA 94111-4024
15 will.wagner@arnoldporter.com

16 And

17 Legal Department
18 Sunsweet Growers, Inc.
19 901 N. Walton Avenue
20 Yuba City, CA 95993
21 schenker@schenker.net
22 smentink@sunsweet.com
23 mleonard@sunsweet.com

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

26 **9. COURT APPROVAL**

27 9.1 This Consent Judgment shall become effective upon the date signed by CEH
28 and Settling Defendant, whichever is later; provided, however, that CEH shall prepare and file a
Motion for Approval of this Consent Judgment and Settling Defendant shall use reasonable and
good faith efforts, to the extent necessary, to support entry of this Consent Judgment by the Court
(including providing requested evidence in the form of a detailed declaration regarding its efforts
to reduce acrylamide in Covered Products to date and other feasibility issues).

 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or

1 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
2 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

3 9.3 Within ten (10) days of receiving the initial payments required by Section 5.1,
4 CEH shall dismiss all other defendants besides Settling Defendant that are named in this action
5 without prejudice, and those defendants shall waive all costs in this action.

6 **10. GOVERNING LAW AND CONSTRUCTION**

7 10.1 The terms of this Consent Judgment shall be governed by the laws of the State
8 of California.

9 **11. ATTORNEYS' FEES**

10 11.1 Should CEH prevail on any motion, application, or action to enforce a
11 violation of the Consent Judgment, CEH shall be entitled to its reasonable attorneys' fees and
12 costs incurred as a result of such motion, application, or action. Should Settling Defendant
13 prevail on such dispute, Settling Defendant may be awarded its reasonable attorneys' fees and
14 costs as a result of such motion, application, or action upon a finding by the Court that CEH's
15 prosecution of the motion, application, or action lacked substantial justification. For purposes of
16 the Consent Judgment, the term "substantial justification" shall carry the same meaning as used
17 in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016, *et seq.*

18 11.2 Except as otherwise provided in this Consent Judgment, each Party shall bear
19 its own attorneys' fees and costs.

20 11.3 Nothing in this Section 11 shall preclude a Party from seeking an award of
21 sanctions pursuant to law.

22 **12. ENTIRE AGREEMENT**

23 12.1 This Consent Judgment contains the sole and entire agreement and
24 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
25 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
26 merged herein and therein. There are no warranties, representations, or other agreements
27 between the Parties except as expressly set forth herein. No representations, oral or otherwise,
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1 express or implied, other than those specifically referred to in this Consent Judgment have been
2 made by any Party hereto. No other agreements not specifically contained or referenced herein,
3 oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
4 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
5 any of the Parties hereto only to the extent that they are expressly incorporated herein. No
6 supplementation, modification, waiver, or termination of this Consent Judgment shall be binding
7 unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions
8 of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other
9 provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

10 **13. RETENTION OF JURISDICTION**

11 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
12 Consent Judgment. Notwithstanding the provisions of Section 6, nothing in this Consent
13 Judgment limits or affects the Court's authority to modify this Consent Judgment as provided by
14 law.

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

16 14.1 Each signatory to this Consent Judgment certifies that he or she is fully
17 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter
18 into and execute the Consent Judgment on behalf of the Party represented and legally to bind that
19 Party.

20 **15. APPLICATION OF CONSENT JUDGMENT**

21 15.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
22 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
23 assigns of any of them.

24 **16. NO EFFECT ON OTHER SETTLEMENTS**

25 16.1 Nothing in this Consent Judgment shall preclude CEH from resolving any
26 claim against an entity other than Settling Defendant on terms that are different from those
27 contained in this Consent Judgment.

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1 **17. COMPLIANCE WITH REPORTING REQUIREMENTS**

2 17.1 CEH agrees to comply with the reporting form requirements referenced in
3 Health and Safety Code section 25249.7(f).

4 **18. EXECUTION IN COUNTERPARTS**


5 18.1 The stipulations to this Consent Judgment may be executed in counterparts and
6 by means of facsimile or portable document format (pdf), which taken together shall be deemed
7 to constitute one document.

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9 **IT IS SO ORDERED, ADJUDGED,**

10 **AND DECREED**

11 Dated: 1/9/24



Judge of the Superior Court

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IT IS SO STIPULATED:

Dated: <u>January 2, 2024</u>	CENTER FOR ENVIRONMENTAL HEALTH  _____ Signature <u>Kizzy Charles-Guzman</u> _____ Printed Name <u>CEO</u> _____ Title
Dated: _____, 2023	SUNSWEET GROWERS, INC. _____ Signature _____ Printed Name _____ Title

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IT IS SO STIPULATED:

Dated: _____, 2023	CENTER FOR ENVIRONMENTAL HEALTH _____ Signature _____ Printed Name _____ Title
Dated: <u>December 19</u> , 2023	SUNSWEET GROWERS, INC. <i>Mark R. Leonard</i> _____ Signature Mark R. Leonard _____ Printed Name General Counsel _____ Title

EXHIBIT A

Sunsweet Prune Juice (all sizes)

Sunsweet Prune Juice with Pulp (all sizes)

Sunsweet Amaz!n Prune Light (all sizes)

Sunsweet Prune Juice & Lemonade (all sizes)

Sunsweet Prune Juice with other juice blends (all sizes)

Sunsweet Regular Prune Juice (all sizes)

Del Monte Regular Prune Juice (32 oz.)

Del Monte Prune Juice with Calcium & Fiber (32 oz.)

Del Monte Prune Juice with Vitamin C (64 oz.)

Function CalGold Regular Prune Juice (16 oz.)