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ENDORSED
FILED
ALAMEDA COUNTY

APR 18 2018

CLERK OF THE SUPERIOR COURT
By PAM WILLIAMS
Deputy

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

| | | |
|---|---|--------------------------------------|
| CENTER FOR ENVIRONMENTAL HEALTH, |) | Case No. RG 17-851470 |
| |) | |
| Plaintiff, |) | PROPOSED CONSENT JUDGMENT |
| |) | AS TO NATUREBOX, INC. |
| v. |) | |
| |) | |
| SNACK INNOVATIONS INC., <i>et al.</i> , |) | |
| |) | |
| Defendants. |) | |
| |) | |
| |) | |

1. DEFINITIONS

- 1.1 The "Complaint" means the operative complaint in the above-captioned matter.
- 1.2 "Covered Products" means fried or baked potato or sweet potato based snack food products, including Sliced Chips and Extruded Products (as defined below). An initial list of the Covered Products divided by Sliced Chips and Extruded Products is attached as Exhibit 1 hereto.
- 1.3 "Sliced Chips" means sliced potato chips and sliced sweet potato chips.
- 1.4 "Extruded Products" means all Covered Products other than Sliced Chips. It is the Parties' intent that the Extruded Products referenced in this Consent Judgment are the kind of

1 potato or sweet potato based products falling within Type 4 in the “extruded, pellet, and baked
2 products” category in the Consent Judgment as to Defendant Snak King Corporation, entered
3 August 31, 2011, in *People v. Snyder’s of Hanover, et al.*, Alameda County Superior Court Case
4 No. RG 09-455286.¹

5 1.5 “Effective Date” means the date on which the Court approves and enters this
6 Consent Judgment.

7 1.6 “First Payment Date” means the date 15 business days after the Effective Date.

8 1.7 “Second Payment Date” means the date 90 calendar days after the First Payment
9 Date.

10 **2. INTRODUCTION**

11 2.1 The Parties to this Consent Judgment are the Center for Environmental Health, a
12 California non-profit corporation (“CEH”), and NatureBox, Inc. (“Settling Defendant”). CEH
13 and Settling Defendant (the “Parties”) enter into this Consent Judgment to settle certain claims
14 asserted by CEH against Settling Defendant as set forth in the Complaint.

15 2.2 On or about November 29, 2016, CEH provided a 60-day Notice of Violation of
16 Proposition 65 to the California Attorney General, to the District Attorneys of every county in
17 California, to the City Attorneys of every California city with a population greater than 750,000,
18 and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by exposing
19 persons in California to acrylamide contained in Covered Products without first providing a clear
20 and reasonable Proposition 65 warning (the “Notice”).

21 2.3 For the purposes of this Consent Judgment, Settling Defendant is a corporation or
22 other business entity that employs ten (10) or more persons and that distributes, sells, or offers for
23 sale Covered Products that are sold in the State of California or has done so at times relevant to
24 the Complaint.

25
26 ¹ These products are referred to as “Group C, Type 4” products in Exhibit A to the Snak King Consent
27 Judgment, which is attached hereto as Exhibit 2 and available on the Attorney General’s website at
<https://oag.ca.gov/prop65/litigation>.

1 2.4 On March 2, 2017, CEH filed the initial Complaint in the above-captioned matter,
2 naming Settling Defendant as an original defendant. On April 3, 2017, CEH filed a First
3 Amended Complaint.

4 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court
5 has jurisdiction over the allegations of violations contained in the Complaint and personal
6 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper
7 in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Consent
8 Judgment as a full and final resolution of all claims which were or could have been raised in the
9 Complaint based on the facts alleged therein and in the Notice with respect to Covered Products
10 manufactured, distributed, and/or sold by Settling Defendant.

11 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
12 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with
13 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
14 conclusion of law, issue of law, or violation of law. Settling Defendant denies the material,
15 factual, and legal allegations in the Notices and Complaint and expressly denies any wrongdoing
16 whatsoever. Except as specially provided herein, nothing in this Consent Judgment shall
17 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
18 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
19 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and
20 resolving issues disputed in this action.

21 2.7 The Parties agree this Consent Judgment is solely with respect to Covered
22 Products sold, marketed, and distributed under the “NatureBox, Inc.” brand.

23 **3. INJUNCTIVE RELIEF**

24 3.1 **Reformulation of Covered Products.** Upon the Effective Date, Settling
25 Defendant shall not purchase, manufacture, ship, sell, or offer for sale Covered Products that will
26 be sold or offered for sale in California that exceed the following acrylamide concentration
27 levels, such concentration to be determined by use of a test performed by an accredited laboratory
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1 using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid
2 Chromatograph-Mass Spectrometry), or any other testing method agreed upon by the Parties:

3 3.1.1 For Sliced Chips:

4 3.1.1.1 The average acrylamide concentration shall not exceed 281
5 parts per billion (“ppb”) by weight (the “Sliced Chips Average Level”). The Sliced Chips
6 Average Level is determined by randomly selecting and testing at least 1 sample each from 5
7 different lots of a particular type of Covered Product that is a Sliced Chip (or the maximum
8 number of lots available for testing if less than 5) during a testing period of at least sixty (60)
9 days.

10 3.1.1.2 The acrylamide concentration of any individual unit of Sliced
11 Chips shall not exceed 350 ppb by weight, based on a representative composite sample taken
12 from the individual unit being tested (the “Sliced Chips Unit Level”).

13 3.1.2 For Extruded Products:

14 3.1.2.1 The average acrylamide concentration shall not exceed 350 ppb
15 by weight (the “Extruded Products Average Level”). The Extruded Products Average Level is
16 determined by randomly selecting and testing at least 1 sample each from 5 different lots of a
17 particular type of Covered Product that is an Extruded Product (or the maximum number of lots
18 available for testing if less than 5) during a testing period of at least sixty (60) days.

19 3.1.2.2 The acrylamide concentration of any individual unit of
20 Extruded Products shall not exceed 490 ppb by weight, based on a representative composite
21 sample taken from the individual unit being tested (the “Extruded Products Unit Level”).

22 **4. ENFORCEMENT**

23 4.1 **General Enforcement Provisions.** CEH may, by motion or application for an
24 order to show cause before this Court, enforce the terms and conditions contained in this Consent
25 Judgment. Any action to enforce alleged violations of Section 3.1 by Settling Defendant shall be
26 brought exclusively pursuant to this Section 4, and be subject to the meet and confer requirement
27 of Section 4.2.4 if applicable.

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1 4.2 **Enforcement of Reformulation Commitment.**

2 4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product
3 in California that was sold or offered for sale by Settling Defendant with a best-by or sell-by (or
4 equivalent) date more than six (6) months after the Effective Date, and for which CEH has
5 laboratory test results showing that the Covered Product exceeds the applicable Unit Level, CEH
6 may issue a Notice of Violation pursuant to this Section.

7 4.2.2 Service of Notice of Violation and Supporting Documentation.

8 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in
9 Section 8.2 to receive notices for Settling Defendant, and must be served within sixty (60) days of
10 the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH or
11 the date that CEH can reasonably determine that the Covered Product at issue was manufactured,
12 shipped, sold, or offered for sale by Settling Defendant, provided, however, that CEH may have
13 up to an additional sixty (60) days to send the Notice of Violation if, notwithstanding CEH’s
14 good faith efforts, the test data required by Section 4.2.2.2 below cannot be obtained by CEH
15 from its laboratory before expiration of the initial sixty (60) day period.

16 4.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date
17 the Covered Product was purchased; (b) the location at which the Covered Product was
18 purchased; (c) a description of the Covered Product giving rise to the alleged violation, including
19 the name and address of the retail entity from which the sample was obtained and pictures of the
20 product packaging from all sides, which identifies the product lot; and (d) all test data obtained
21 by CEH regarding the Covered Product and supporting documentation sufficient for validation of
22 the test results, including any laboratory reports, quality assurance reports, and quality control
23 reports associated with testing of the Covered Product.

24 4.2.3 Notice of Election of Response. No more than sixty (60) days after
25 effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to
26 CEH whether they elect to contest the allegations contained in a Notice of Violation (“Notice of
27 Election”). Failure to provide a Notice of Election within sixty (60) days of effectuation of
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1 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.
2 Upon notice to CEH, Settling Defendant may have up to an additional sixty (60) days to elect if,
3 notwithstanding Settling Defendant's good faith efforts, Settling Defendant is unable to verify the
4 test data provided by CEH before expiration of the initial sixty (60) day period.

5 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
6 include all documents upon which Settling Defendant is relying to contest the alleged violation,
7 including all available test data. If Settling Defendant or CEH later acquires additional test or
8 other data regarding the alleged violation during the meet and confer period described in Section
9 4.2.4, they shall notify the other Party and promptly provide all such data or information to the
10 Party unless either the Notice of Violation or Notice of Election has been withdrawn.

11 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
12 Defendant shall meet and confer to attempt to resolve their dispute. Within thirty (30) days of
13 serving a Notice of Election contesting a Notice of Violation, Settling Defendant may withdraw
14 the original Notice of Election contesting the violation and serve a new Notice of Election to not
15 contest the violation, provided, however, that, in this circumstance, Settling Defendant shall pay
16 \$2,500 in addition to any other payment required under this Consent Judgment. At any time,
17 CEH may withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the
18 result shall be as if CEH never issued any such Notice of Violation. If no informal resolution of a
19 Notice of Violation results within thirty (30) days of a Notice of Election to contest, CEH may
20 file an enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH
21 may seek whatever fines, costs, penalties, attorneys' fees, or other remedies are provided by law
22 for an alleged failure to comply with the Consent Judgment.

23 4.2.5 Non-Contested Notices. If Settling Defendant elects to not contest the
24 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if
25 any, as set forth below.

26 4.2.5.1 Settling Defendant shall include in its Notice of Election a
27 reasonably detailed description with supporting documentation of the corrective action(s) that
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1 they have undertaken or propose to undertake to address the alleged violation. Any such
2 correction shall, at a minimum, provide reasonable assurance that all Covered Products having
3 the same lot number as that of the Covered Product identified in CEH's Notice of Violation (the
4 "Noticed Covered Products") will not be thereafter sold in California or offered for sale to
5 California customers by Settling Defendant, and that Settling Defendant has sent instructions to
6 any retailers or customers that offer the Noticed Covered Products for sale to cease offering the
7 Noticed Covered Products for sale to California consumers and to return all such Noticed
8 Covered Products to Settling Defendant (or destroy them) if Settling Defendant has reason to
9 believe the Noticed Covered Products are still offered for sale to California consumers. Settling
10 Defendant shall keep for a period of one year and make available to CEH upon reasonable notice
11 (which shall not exceed more than one request per year) for inspection and copying records of
12 any correspondence regarding the foregoing. If there is a dispute over the corrective action,
13 Settling Defendant and CEH shall meet and confer before seeking any remedy in court. In no
14 case shall CEH issue more than one Notice of Violation per manufacturing lot of a type of
15 Covered Product, nor shall CEH issue more than two Notices of Violation in the first calendar
16 year following the Effective Date.

17 4.2.5.2 If the Notice of Violation is the first, second, third, or fourth Notice
18 of Violation received by Settling Defendant under Section 4.2.1 that was not successfully
19 contested or withdrawn, then Settling Defendant shall pay \$15,000 for each Notice of Violation.
20 If Settling Defendant has received more than four (4) Notices of Violation under Section 4.2.1
21 that were not successfully contested or withdrawn, then Settling Defendant shall pay \$25,000 for
22 each Notice of Violation. If Settling Defendant produces with its Notice of Election test data for
23 the Covered Product that: (i) was conducted prior to the date CEH gave Notice of Violation;
24 (ii) was conducted on the same type of Covered Product; and (iii) demonstrates acrylamide levels
25 below the applicable Unit Level, then any payment under this Section shall be reduced by 100
26 percent (100%) for the first Notice of Violation, by seventy-five percent (75%) for the second
27 Notice of Violation, and by fifty percent (50%) for any subsequent Notice of Violation. In no
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1 case shall Settling Defendant be obligated to pay more than \$100,000 for all Notices of Violation
2 not successfully contested or withdrawn in any calendar year irrespective of the total number of
3 Notices of Violation issued.

4 4.2.6 Payments. Any payments under Section 4.2 shall be made by check
5 payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a
6 Notice of Election triggering a payment and shall be used as reimbursement for costs for
7 investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse
8 attorneys’ fees and costs incurred in connection with these activities.

9 4.3 **Repeat Violations**. If Settling Defendant has received four (4) or more Notices of
10 Violation concerning the same type of Covered Product that were not successfully contested or
11 withdrawn in any two (2) year period then, at CEH’s option, CEH may seek whatever fines,
12 costs, penalties, attorneys’ fees, or other remedies that are provided by law for failure to comply
13 with the Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling
14 Defendant for at least thirty (30) days to determine if Settling Defendant and CEH can agree on
15 measures that Settling Defendant can undertake to prevent future violations.

16 **5. PAYMENTS**

17 5.1 **Payments by Settling Defendant**. Settling Defendant shall pay the total sum of
18 \$60,000 as a settlement payment as further set forth in this Section according to the following
19 schedule: (a) \$30,000 on or before the First Payment Date; (b) \$30,000 on or before the Second
20 Payment Date.

21 5.2 **Allocation of Payments**. The total settlement amount for Settling Defendant shall
22 be paid in the amounts specified below and delivered as set forth below. Any failure by Settling
23 Defendant to comply with the payment terms herein shall be subject to a stipulated late fee to be
24 paid by Settling Defendant to CEH in the amount of \$100 for each day the full payment is not
25 received after the payment due date set forth in Section 5.1. The late fees required under this
26 Section shall be recoverable, together with reasonable attorneys’ fees, in an enforcement
27 proceeding brought pursuant to Section 4 of this Consent Judgment. The funds paid by Settling
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1 Defendant shall be allocated as set forth below between the following categories and made
2 payable as follows:

3 5.2.1 \$7,944 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).

4 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
5 25249.12 (25% to CEH and 75% to the State of California’s Office of Environmental Health
6 Hazard Assessment (“OEHHA”). Accordingly, the OEHHA portion of the civil penalty
7 payment for \$5,958 shall be made payable to OEHHA and associated with taxpayer identification
8 number 68-0284486. This total amount shall be made in two payments of \$2,979 each, payable
9 on the First Payment Date and Second Payment Date respectively, and delivered as follows:

10 For United States Postal Service Delivery:

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

16 For Non-United States Postal Service Delivery:

17 Attn: Mike Gyurics
18 Fiscal Operations Branch Chief
19 Office of Environmental Health Hazard Assessment
20 1001 I Street, MS #19B
21 Sacramento, CA 95814

22 The CEH portion of the civil penalty payment for \$1,986 shall be made
23 payable to the Center for Environmental Health and associated with taxpayer identification
24 number 94-3251981. This total amount shall be made in two payments of \$993 each, payable on
25 the First Payment Date and Second Payment Date respectively, each of which payments shall be
26 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

27 5.2.2 \$5,956 as an Additional Settlement Payment (“ASP”) to CEH pursuant to
28 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
intends to restrict use of the ASPs received from this Consent Judgment to the following
purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH

1 programs and activities that seek to educate the public about acrylamide and other toxic
2 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
3 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
4 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
5 obtain and maintain adequate records to document that ASPs are spent on these activities and
6 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
7 request from the Attorney General. The payment pursuant to this Section shall be made payable
8 to the Center for Environmental Health and associated with taxpayer identification number 94-
9 3251981. The total amount under this section shall be made in two payments of \$2,978 each,
10 payable on the First Payment Date and Second Payment Date respectively, each of which
11 payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
12 94117.

13 5.2.3 \$46,100 as a reimbursement of a portion of CEH’s reasonable attorneys’
14 fees and costs. The attorneys’ fees and cost reimbursement shall be allocated as follows: (a)
15 \$39,065 payable to the Lexington Law Group and associated with taxpayer identification number
16 94-3317175; and (b) \$7,035 payable to the Center for Environmental Health and associated with
17 taxpayer identification number 94-3251981. The total amounts due under this section shall be
18 made in four payments delivered to Lexington Law Group, 503 Divisadero Street, San Francisco,
19 CA 94117 as follows: (a) \$19,532.50 payable to the Lexington Law Group on or before the First
20 Payment Date; (b) \$3,517.50 payable to the Center for Environmental Health on or before the
21 First Payment Date; (c) \$19,532.50 payable to the Lexington Law Group on or before the Second
22 Payment Date; (d) \$3,517.50 payable to the Center for Environmental Health on or before the
23 Second Payment Date.

24 **6. MODIFICATION AND DISPUTE RESOLUTION**

25 6.1 **Modification.** This Consent Judgment may be modified from time to time by
26 express written agreement of the Parties, with the approval of the Court and prior notice to the
27 Attorney General’s Office, or by an order of this Court upon motion and prior notice to the
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1 Attorney General’s Office and in accordance with law.

2 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
3 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to
4 modify the Consent Judgment.

5 **7. CLAIMS COVERED AND RELEASE**

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

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

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

3 **8. PROVISION OF NOTICE**

4 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
5 notice shall be sent by first class and electronic mail to:

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

11 8.2 When Settling Defendant is entitled to receive any notice under this Consent
12 Judgment, the notice shall be sent by first class and electronic mail to:

13 Melissa Jones
14 Stoel Rives LLP
15 500 Capitol Mall, Suite 1600
16 Sacramento, CA 95814
17 melissa.jones@stoel.com

18 Chief Financial Officer
19 NatureBox, Inc.
20 100 Redwood Shores Parkway, Suite 200
21 Redwood City, CA 94065
22 carrie@naturebox.com

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

25 **9. COURT APPROVAL**

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

1 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
2 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
3 purpose, other than to allow the Court to determine if there was a material breach of Section 9.1.

4 **10. GOVERNING LAW AND CONSTRUCTION**

5 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
6 California.

7 **11. ATTORNEYS' FEES**

8 11.1 A Party who unsuccessfully brings or contests an action, motion, or application
9 arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable
10 attorneys' fees and costs.

11 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of
12 sanctions pursuant to law.

13 **12. ENTIRE AGREEMENT**

14 12.1 This Consent Judgment contains the sole and entire agreement and understanding
15 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
16 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
17 and therein. There are no warranties, representations, or other agreements between the Parties
18 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
19 other than those specifically referred to in this Consent Judgment have been made by any Party
20 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
21 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
22 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
23 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
24 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
25 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
26 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
27 whether or not similar, nor shall such waiver constitute a continuing waiver.

1 **13. RETENTION OF JURISDICTION**

2 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
3 Consent Judgment.

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

5 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
6 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
7 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

9 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
10 against an entity that is not Settling Defendant on terms that are different from those contained in
11 this Consent Judgment.

12 **16. EXECUTION IN COUNTERPARTS**

13 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
14 means of facsimile or portable document format (pdf), which taken together shall be deemed to
15 constitute one document.

16
17 **IT IS SO ORDERED, ADJUDGED,**
18 **AND DECREED**

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20 Dated: 4/18/19

IOANA PETROU
21 Judge of the Superior Court

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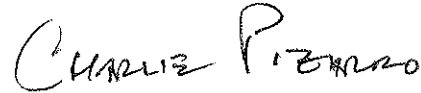
1 **IT IS SO STIPULATED:**

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3 Dated: 8 Feb, 2018

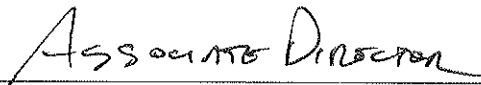
CENTER FOR ENVIRONMENTAL HEALTH



Signature



Printed Name



Title

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11 Dated: _____, 2018

NATUREBOX, INC.

Signature

Printed Name

Title

1 **IT IS SO STIPULATED:**

| | |
|--|---|
| 2 3 Dated: _____, 2018 4 5 6 7 8 9 10 | CENTER FOR ENVIRONMENTAL HEALTH _____ Signature _____ Printed Name _____ Title |
| 11 Dated: <u>02, 01</u> , 2018 12 13 14 15 16 17 18 | NATUREBOX, INC. <i>Gautam Gupta</i> _____ Signature Gautam Gupta _____ Printed Name CEO _____ Title |

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EXHIBIT 1

| EXTRUDED PRODUCTS |
|--|
| Aged Cheddar Lentil Loops |
| Crunchy BBQ Twists |
| Salt & Vinegar Veggie Chips |
| Salt and Pepper Lentil Loops |
| Sour Cream & Onion Straws |
| Sweet Potato Jalapeno Tortilla Chips |
| All future fried or baked snack food products that have potato, sweet potato, potato flour, or sweet potato flour ingredients or are otherwise substantially similar to the kind of potato or sweet potato based products listed on Exhibit A to the Snak King Consent Judgment as “Group C, Type 4” products. |