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FILED
ALAMEDA COUNTY

AUG 15 2018

CLERK OF THE SUPERIOR COURT
By *[Signature]* Deputy

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

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

) Case No. RG 17-851469
) **PROPOSED CONSENT JUDGMENT**
) **AS TO MILTON'S BAKING**
) **COMPANY, LLC**

1. DEFINITIONS

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

1.2 "Covered Products" means fried or baked potato or sweet potato based snack food products, but not including sliced potato or sliced sweet potato chips. It is the Parties' intent that the Covered Products referenced in this Consent Judgment are the kind of potato or sweet potato based products falling within Type 4 in the "extruded, pellet, and baked products" category in the

1 Consent Judgment as to Defendant Snak King Corporation, entered August 31, 2011, in *People v.*
2 *Snyder's of Hanover, et al.*, Alameda County Superior Court Case No. RG 09-455286.¹ An
3 initial list of the Covered Products is attached as Exhibit A hereto.

4 1.3 "Effective Date" means the date on which notice of entry of this Consent
5 Judgment by the Court is served upon Settling Defendant.

6 2. INTRODUCTION

7 2.1 The Parties to this Consent Judgment are the Center for Environmental Health, a
8 California non-profit corporation ("CEH"), and Milton's Baking Company, LLC ("Settling
9 Defendant"). CEH and Settling Defendant (the "Parties") enter into this Consent Judgment to
10 settle certain claims asserted by CEH against Settling Defendant as set forth in the Complaint.

11 2.2 On or about November 29, 2016, CEH provided a 60-day Notice of Violation (the
12 "Notice") of Proposition 65 to the California Attorney General, the District Attorneys of every
13 county in California, the City Attorneys of every California city with a population greater than
14 750,000, and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by
15 exposing persons to acrylamide contained in Covered Products without first providing a clear and
16 reasonable Proposition 65 warning.

17 2.3 Settling Defendant is a corporation or other business entity that manufactures,
18 distributes, sells, and/or offers for sale Covered Products that are sold in the State of California or
19 has done so in the past.

20 2.4 On March 2, 2017, CEH filed the original complaint in the above-captioned
21 matter, naming Settling Defendant as an original defendant. On May 23, 2017, CEH filed the
22 Complaint.

23 2.5 Since receiving the Notice, Settling Defendant has worked diligently to try to
24 reduce the acrylamide levels in the Covered Products. Settling Defendant has spent over
25 \$120,000 on these efforts, excluding attorneys' fees.

26
27 ¹ These products are referred to as "Group C, Type 4" products in Exhibit A to the Snak King Consent Judgment.

1 2.6 For purposes of this Consent Judgment only, the Parties stipulate that this Court
2 has jurisdiction over the allegations of violations contained in the Complaint and personal
3 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper
4 in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Consent
5 Judgment as a full and final resolution of all claims which were or could have been raised in the
6 Complaint based on the facts alleged therein with respect to Covered Products manufactured,
7 distributed, and/or sold by Settling Defendant.

8 2.7 Settling Defendant generally denies all of the material allegations made in the
9 Complaint and has asserted various affirmative defenses in the answer it filed on May 2, 2017.
10 Nothing in this Consent Judgment is or shall be construed as an admission by either of the Parties
11 of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with the
12 Consent Judgment constitute or be construed as an admission by any Party of any fact, conclusion
13 of law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive
14 or impair any right, remedy, argument, or defense any Party may have in any other pending or
15 future legal proceedings. This Consent Judgment is the product of negotiation and compromise
16 and is accepted by the Parties solely for purposes of settling, compromising, and resolving issues
17 disputed in this Action.

18 **3. INJUNCTIVE RELIEF**

19 3.1 **Reformulation of Covered Products.** Beginning on the day after notice of entry
20 of this Consent Judgment by the Court, or August 31, 2018, whichever is later (the “Compliance
21 Date”), Settling Defendant shall not purchase, manufacture, ship, sell, or offer for sale Covered
22 Products that will be sold or offered for sale in California that exceed the following acrylamide
23 concentration limits (the “Reformulation Levels”), such concentration to be determined by use of
24 a test performed by an accredited laboratory using either GC/MS (Gas Chromatograph/Mass
25 Spectrometry), LC-MS/MS (Liquid Chromatograph-Mass Spectrometry) or any other testing
26 method agreed upon by the Parties:
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4.2.2 Service of Notice of Violation and Supporting Documentation.

4.2.2.1 Subject to Section 4.2.1, the Notice of Violation shall be sent to the person(s) identified in Section 8.2 to receive notices for Settling Defendant, 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 Defendant, 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 4.2.2.2 below cannot be obtained by CEH from its laboratory before expiration of the initial sixty (60) day period.

4.2.2.2 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, and quality control reports associated with testing of the Covered Products.

4.2.3 Notice of Election of Response. No more than sixty (60) days after effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to CEH whether it elects to contest the allegations contained in a Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election within sixty (60) 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 Defendant may have up to an additional sixty (60) days to elect if, notwithstanding Settling Defendant’s good faith efforts, Settling Defendant is unable to verify the test data provided by CEH before expiration of the initial sixty (60) day period.

1 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
2 include all documents upon which Settling Defendant is relying to contest the alleged violation,
3 including all available test data. If Settling Defendant or CEH later acquires additional test or
4 other data regarding the alleged violation during the meet and confer period described in Section
5 4.2.4, it shall notify the other party and promptly provide all such data or information to the party
6 unless either the Notice of Violation or Notice of Election has been withdrawn.

7 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
8 Defendant shall meet and confer to attempt to resolve their dispute. Within sixty (60) days of
9 serving a Notice of Election contesting a Notice of Violation, Settling Defendant may withdraw
10 the original Notice of Election contesting the violation and serve a new Notice of Election to not
11 contest the violation, provided, however, that, in this circumstance, Settling Defendant shall pay
12 \$2,500 in addition to any payment required under this Consent Judgment. At any time, CEH may
13 withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the result shall be
14 as if CEH never issued any such Notice of Violation. If no informal resolution of a Notice of
15 Violation results within sixty (60) days of a Notice of Election to contest, CEH may file an
16 enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH may
17 seek whatever fines, costs, penalties, attorneys' fees, or other remedies are provided by law for an
18 alleged failure to comply with the Consent Judgment.

19 4.2.5 Non-Contested Notices. If Settling Defendant elects to not contest the
20 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if
21 any, as set forth below.

22 4.2.5.1 Settling Defendant shall include in its Notice of Election a detailed
23 description with supporting documentation of the corrective action(s) that it has undertaken or
24 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,
25 provide reasonable assurance that all Covered Products having the same lot number as that of the
26 Covered Product identified in CEH's Notice of Violation (the "Noticed Covered Products") will
27 not thereafter be sold or offered for sale to California consumers by Settling Defendant or its
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1 wholesale customers. Settling Defendant shall keep for a period of one year and make available
2 to CEH upon reasonable notice (which shall not exceed more than one request per year) for
3 inspection and copying records regarding the foregoing. If there is a dispute over the corrective
4 action, Settling Defendant and CEH shall meet and confer before seeking any remedy in court. In
5 no case shall CEH issue more than one Notice of Violation per manufacturing lot of a type of
6 Covered Product, nor shall CEH issue more than two Notices of Violation in the first year
7 following the Compliance Date.

8 4.2.5.2 If the Notice of Violation is the first, second, third, or fourth Notice
9 of Violation received by Settling Defendant under Section 4.2.1 that was not successfully
10 contested or withdrawn, then Settling Defendant shall pay \$15,000 for each Notice of Violation.
11 If Settling Defendant has received more than four (4) Notices of Violation under Section 4.2.1
12 that were not successfully contested or withdrawn, then Settling Defendant shall pay \$25,000 for
13 each Notice of Violation. If Settling Defendant produces with its Notice of Election test data for
14 the Covered Product that: (i) was conducted prior to the date CEH gave Notice of Violation;
15 (ii) was conducted on the same or same type of Covered Product; and (iii) demonstrates
16 acrylamide levels below the Unit Level, then any payment under this Section shall be reduced by
17 100 percent (100%) for the first Notice of Violation, by seventy-five percent (75%) for the
18 second Notice of Violation, and by fifty percent (50%) for any subsequent Notice of Violation.
19 In no case shall Settling Defendant be obligated to pay more than \$100,000 for uncontested
20 Notices of Violation in any calendar year irrespective of the total number of Notices of Violation
21 issued.

22 4.2.6 Payments. Any payments under Section 4.2 shall be made by check
23 payable to the "Lexington Law Group" and shall be paid within thirty (30) days of service of a
24 Notice of Election triggering a payment and shall be used as reimbursement for costs for
25 investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse
26 attorneys' fees and costs incurred in connection with these activities and shall be the full extent of
27

1 all monetary remedies available to CEH under this Consent Judgment for a non-contested Notice
2 of Violation.

3 **4.3 Repeat Violations.** If Settling Defendant has received four (4) or more Notices of
4 Violation concerning the same type of Covered Product that were not successfully contested or
5 withdrawn in any two (2) year period then, at CEH's option, CEH may seek whatever fines,
6 costs, penalties, attorneys' fees, or other remedies that are provided by law for failure to comply
7 with the Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling
8 Defendant for at least thirty (30) days to determine if Settling Defendant and CEH can agree on
9 measures that Settling Defendant can undertake to prevent future alleged violations.

10 **5. PAYMENTS**

11 **5.1 Payments by Settling Defendant.** Within ten (10) calendar days of the Effective
12 Date, Settling Defendant shall pay the total sum of \$120,000 as a settlement payment as further
13 set forth in this Section.

14 **5.2 Allocation of Payments.** The total settlement amount for Settling Defendant shall
15 be paid in five (5) separate checks in the amounts specified below and delivered as set forth
16 below. Any failure by Settling Defendant to comply with the payment terms herein shall be
17 subject to a stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each
18 day the full payment is not received after the applicable payment due date set forth in Section 5.1.
19 The late fees required under this Section shall be recoverable, together with reasonable attorneys'
20 fees, in an enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The
21 funds paid by Settling Defendant shall be allocated as set forth below between the following
22 categories and made payable as follows:

23 **5.2.1** \$16,175 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
24 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
25 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
26 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty
27 payment for \$12,131.25 shall be made payable to OEHHA and associated with taxpayer
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1 identification number 68-0284486. This payment shall be delivered as follows:

2 For United States Postal Service Delivery:

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

6 For Non-United States Postal Service Delivery:

7 Attn: Mike Gyurics
8 Fiscal Operations Branch Chief
9 Office of Environmental Health Hazard Assessment
10 1001 I Street, MS #19B
11 Sacramento, CA 95814

10 The CEH portion of the civil penalty payment for \$4,043.75 shall be made
11 payable to the Center for Environmental Health and associated with taxpayer identification
12 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
13 Street, San Francisco, CA 94117.

14 5.2.2 \$12,125 as an Additional Settlement Payment ("ASP") to CEH pursuant
15 to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204.
16 CEH intends to restrict use of the ASPs received from the Consent Judgment before the Court to
17 the following purposes: the funds will be placed in CEH's Toxics in Food Fund and used to
18 support CEH programs and activities that seek to educate the public about acrylamide and other
19 toxic chemicals in food, to work with the food industry and agriculture interests to reduce
20 exposure to acrylamide and other toxic chemicals in food, and to thereby reduce the public health
21 impacts and risks of exposure to acrylamide and other toxic chemicals in food sold in California.
22 CEH shall obtain and maintain adequate records to document that ASPs are spent on these
23 activities and CEH agrees to provide such documentation to the Attorney General within thirty
24 days of any request from the Attorney General. The payment pursuant to this Section shall be
25 made payable to the Center for Environmental Health and associated with taxpayer identification
26 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
27 Street, San Francisco, CA 94117.

1 5.2.3 \$91,700 as a reimbursement of a portion of CEH's reasonable attorneys'
2 fees and costs. The attorneys' fees and cost reimbursement shall be made in two separate checks
3 as follows: (a) \$77,465 payable to the Lexington Law Group and associated with taxpayer
4 identification number 94-3317175; and (b) \$14,235 payable to the Center for Environmental
5 Health and associated with taxpayer identification number 94-3251981. These payments shall be
6 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

7 **6. MODIFICATION AND DISPUTE RESOLUTION**

8 6.1 **Modification.** This Consent Judgment may be modified from time to time by
9 express written agreement of the Parties, with the approval of the Court and prior notice to the
10 Attorney General's Office, or by an order of this Court upon motion and prior notice to the
11 Attorney General's Office and in accordance with law.

12 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
13 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
14 modify the Consent Judgment.

15 **7. CLAIMS COVERED AND RELEASE**

16 7.1 Provided that Settling Defendant complies in full with its obligations under
17 Section 5 hereof, this Consent Judgment is a full, final, and binding resolution between CEH on
18 behalf of itself and the public interest and (a) Settling Defendant and its parents, subsidiaries,
19 affiliated entities that are under common ownership, directors, officers, employees, agents,
20 shareholders, owners, successors, assigns, and attorneys ("Defendant Releasees"), and (b) all
21 entities to which Settling Defendant directly or indirectly distributes or sells Covered Products,
22 including but not limited to distributors, wholesalers, customers, retailers (including but not
23 limited to Whole Foods Market California, Inc. and Mrs. Gooch's Natural Food Markets, Inc.),
24 franchisees, licensors, and licensees ("Downstream Defendant Releasees"), of any violation of
25 Proposition 65 based on failure to warn about alleged exposure to acrylamide contained in
26 Covered Products that were manufactured, sold, distributed or offered for sale by Settling
27 Defendant prior to the Compliance Date. With respect to any Proposition 65 claims regarding
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1 failure to warn about alleged exposure to acrylamide contained in Covered Products that were
2 manufactured, sold, distributed or offered for sale by Settling Defendant prior to the Compliance
3 Date, this release on behalf of CEH in the public interest is intended to be as broad as the law
4 permits.

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

13 7.3 Provided that Settling Defendant complies in full with its obligations under
14 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant
15 shall constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees, and
16 Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in
17 Covered Products manufactured, distributed or sold by Settling Defendant on or after the
18 Compliance Date.

19 **8. PROVISION OF NOTICE**

20 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
21 notice shall be sent by first class and electronic mail to:

22 Howard Hirsch
23 Lexington Law Group
24 503 Divisadero Street
25 San Francisco, CA 94117
26 hhirsch@lexlawgroup.com

27 8.2 When Settling Defendant is entitled to receive any notice under this Consent
28 Judgment, the notice shall be sent by first class and electronic mail to:

1 John Reaves, CEO
2 Milton's Baking Company
3 5875 Avenida Encinas
4 Carlsbad, CA 92008
5 jreaves@miltonsbaking.com

6 **AND**

7 Howard Slavitt
8 Coblenz Patch Duffy & Bass LLP
9 One Montgomery Street, Suite 3000
10 San Francisco, CA 94104
11 hslavitt@cpdb.com

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

14 **9. COURT APPROVAL**

15 9.1 This Consent Judgment shall be binding on each of the Parties upon the date
16 signed by CEH and Settling Defendant, whichever is later, provided however, that CEH shall
17 prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall
18 support entry of this Consent Judgment by the Court.

19 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
20 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
21 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

22 **10. GOVERNING LAW AND CONSTRUCTION**

23 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
24 California.

25 **11. ATTORNEYS' FEES**

26 11.1 A Party who unsuccessfully brings or contests an action, motion, or application
27 arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable
28 attorneys' fees and costs.

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

1 **12. ENTIRE AGREEMENT**

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

16 **13. RETENTION OF JURISDICTION**

17 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
18 Consent Judgment.

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

20 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
21 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
22 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

24 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
25 against an entity that is not Settling Defendant on terms that are different than those contained in
26 this Consent Judgment. Settling Defendant may move to modify this Consent Judgment pursuant
27 to Section 6 to substitute higher Reformulation Levels that CEH agrees to in a future consent
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1 judgment applicable to fried or baked potato or sweet potato based snack food products, and CEH
2 agrees not to oppose any such motion except for good cause shown.

3 **16. EXECUTION IN COUNTERPARTS**

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

7 **IT IS SO ORDERED, ADJUDGED,
8 AND DECREED.**

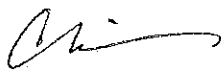
9
10 Dated: 8/15/18



Judge of the Superior Court

Ioana Petrou

11
12 **IT IS SO STIPULATED:**

<p>14 Dated: <u>16 May</u>, 2018</p>	<p>CENTER FOR ENVIRONMENTAL HEALTH</p> <p> _____ Signature</p> <p><u>CARMEL PIZARRO</u> _____ Printed Name</p> <p><u>ASSOCIATE DIRECTOR</u> _____ Title</p>
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Dated: May 17, 2018

MILTON'S BAKING COMPANY, LLC

Signature

Printed Name

Title

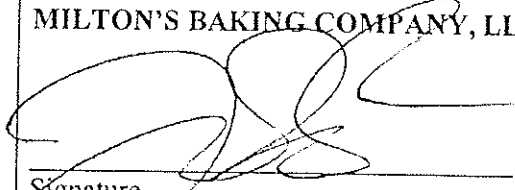

John Heaves
CEO

EXHIBIT A

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- Milton's Gluten Free Crispy Sea Salt Baked Crackers
- Milton's Gluten Free Cheddar Cheese Baked Crackers
- Milton's Gluten Free Everything Baked Crackers
- Milton's Gluten Free Multi-Grain Baked Crackers
- Milton's Gluten Free Baked Crackers in Other Flavors to be Introduced in the future

CLERK'S CERTIFICATE OF SERVICE BY MAIL
CCP 1013a(3)

CASE NAME: **CEH vs. FOODSHOULDTASTEGOOD, INC.**
ACTION NO.: **RG17851469**

I certify that, I am not a party to the within action. I served the foregoing

CONSENT JUDGMENT AS TO MILTON'S BAKING COMPANY, LLC by

depositing a true copy thereof in the United States mail in Oakland, California in a sealed envelope with postage fully prepaid thereon addressed to:

LEXINGTON LAW GROUP
Howard Hirsch
503 Divisadero Street
San Francisco, CA 94117

ARNOLD & PORTER KAY SCHOLER LLP
Trenton H. Norris
Three Embarcadero Center, 10th Floor
San Francisco, CA 94111-4024

PERKINS COIE LLP
David T. Biderman
505 Howard Street, Suite 1000
San Francisco, CA 94105

KIRKLAND & ELLIS LLP
333 South Hope Street
Los Angeles, CA 90071

CALL & JENSON
Joshua G. Simon
610 Newport Center Drive
Suite 700
Newport Beach, CA 92660

WINSTON & STRAWN LLP
Sean D. Meenan
101 California Street, 35th Floor
San Francisco, CA 94111-5802

COBLENTZ, PATCH, DUFFY &
BASS LLP
Howard A. Slavitt
One Ferry Building, Suite 200
San Francisco, CA 94111-4213

BLAXTER BLACKMAN LLP
James Turner Wells-Blaxter
475 Sansome Street, Suite 1850
San Francisco, CA 94111

BRYAN CAVE LLP
Merrit M. Jones
Three Embarcadero Center
7th Floor
San Francisco, CA 94111-4070

FULLBRIGHT & JAWORSKI, LLP
Jeffrey B. Margulies
555 South Flower St., 41st Fl.
Los Angeles, CA 90071

I declare under penalty of perjury that the following is true and correct

Executed on August 15, 2018 at Oakland, California.
Chad Finke,
Executive Officer/Clerk

By Pilipino Tungohan
Deputy Clerk