

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

ENDORSED
FILED
ALAMEDA COUNTY

OCT 30 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,)

Plaintiff,)

v.)

BARREL O' FUN SNACK FOODS CO., LLC,)
et al.,)

Defendants.)

Case No. RG 17- 881932

~~[PROPOSED]~~ CONSENT JUDGMENT
AS TO D.F. STAUFFER BISCUIT CO.,
INC.

1. DEFINITIONS

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

1.2 "Covered Products" or "Covered Product" means ginger snap cookies and
gingerbread cookies. An initial list of the Covered Products is attached hereto as Exhibit A.

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

1 **2. INTRODUCTION**

2 2.1 The Parties to this Consent Judgment are the Center for Environmental Health, a
3 California non-profit corporation (“CEH”) and D.F. Stauffer Biscuit Co., Inc. (“Settling
4 Defendant”). CEH and Settling Defendant (the “Parties”) enter into this Consent Judgment to
5 settle certain claims asserted by CEH against Settling Defendant as set forth in the Complaint.

6 2.2 On or about January 12, 2017 and April 6, 2018, CEH provided a 60-day Notice of
7 Violation of Proposition 65 to the California Attorney General, the District Attorneys of every
8 county in California, the City Attorneys of every California city with a population greater than
9 750,000, and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by
10 exposing persons in California to acrylamide contained in Covered Products without first
11 providing a clear and reasonable Proposition 65 warning (the “Notices”).

12 2.3 On or about August 25, 2017, CEH provided a 60-day Notice of Violation of
13 Proposition 65 to the California Attorney General, the District Attorneys of every county in
14 California, the City Attorneys of every California city with a population greater than 750,000,
15 and to Wal-Mart Stores, Inc. and Wal-Mart.com USA, LLC, alleging that Wal-Mart Stores, Inc.
16 and Wal-Mart.com USA, LLC violated Proposition 65 by exposing persons in California to
17 acrylamide contained in certain Covered Products without first providing a clear and reasonable
18 Proposition 65 warning.

19 2.4 On or about March 15, 2018 and April 6, 2018, CEH provided a 60-day Notice of
20 Violation of Proposition 65 to the California Attorney General, the District Attorneys of every
21 county in California, the City Attorneys of every California city with a population greater than
22 750,000, and to SF Markets, LLC, alleging that SF Markets, LLC violated Proposition 65 by
23 exposing persons in California to acrylamide contained in certain Covered Products without first
24 providing a clear and reasonable Proposition 65 warning.

25 2.5 Settling Defendant is a corporation or other business entity that manufactures,
26 distributes, sells, or offers for sale Covered Products that are sold in the State of California or has
27 done so at times relevant to the Complaint.

1 2.6 On November 9, 2017, CEH filed the Complaint in the above-captioned matter,
2 naming Settling Defendant as an original defendant. Upon entry of this Consent Judgment, to the
3 extent necessary to effectuate this settlement, the Complaint is deemed amended such that the
4 term “Products” as to Settling Defendant only means Covered Products.

5 2.7 For purposes of this Consent Judgment only, the Parties stipulate that this Court
6 has jurisdiction over the allegations of violations contained in the Complaint and personal
7 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper
8 in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Consent
9 Judgment as a full and final resolution of all claims which were or could have been raised in the
10 Complaint based on the facts alleged therein and in the Notices with respect to Covered Products
11 manufactured, distributed, and/or sold by Settling Defendant.

12 2.8 Nothing in this Consent Judgment is or shall be construed as an admission against
13 interest by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall
14 compliance with the Consent Judgment constitute or be construed as an admission against interest
15 by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this
16 Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the
17 Parties may have in any other pending or future legal proceedings. This Consent Judgment is the
18 product of negotiation and compromise and is accepted by the Parties solely for purposes of
19 settling, compromising, and resolving issues disputed in this action.

20 **3. INJUNCTIVE RELIEF**

21 3.1 **Reformulation of Covered Products.** Commencing on the Effective Date, and
22 subject to the provisions at Section 4.2.1 herein, Settling Defendant shall not purchase,
23 manufacture, ship, sell, or offer for sale Covered Products that will be sold or offered for sale in
24 California that exceed the following acrylamide concentration limits (the “Reformulation
25 Levels”), such concentration to be determined by use of a test performed by an accredited
26 laboratory using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid
27 Chromatograph-Mass Spectrometry), or any other testing method agreed upon by the Parties:

28

1 3.1.1 The average acrylamide concentration shall not exceed 281 parts per
2 billion (“ppb”) by weight (the “Average Level”). The Average Level is determined by randomly
3 selecting and testing at least 1 sample each from 5 different lots (a lot is a single production run
4 on a single production line) of Covered Products (or the maximum number of lots available for
5 testing if less than 5) during a testing period of at least 60 days.

6 3.1.2 The acrylamide concentration of any individual unit of Covered Products
7 shall not exceed 300 ppb by weight (the “Unit Level”), based on a representative composite
8 sample taken from the individual unit (e.g. bag or box of Covered Products) being tested.

9 **4. ENFORCEMENT**

10 4.1 **General Enforcement Provisions.** CEH may, by motion or application for an
11 order to show cause before this Court, enforce the terms and conditions contained in this Consent
12 Judgment. Any action to enforce alleged violations of Section 3.1 by Settling Defendant shall be
13 brought exclusively pursuant to this Section 4, and be subject to the meet and confer requirement
14 of Section 4.2.4 if applicable.

15 **4.2 Enforcement of Reformulation Commitment.**

16 4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product
17 in California that was sold or offered for sale by Settling Defendant with a best-by or sell-by (or
18 equivalent) date more than 9 months after the Effective Date, and for which CEH has laboratory
19 test results showing that the Covered Product exceeds the Unit Level, CEH may issue a Notice of
20 Violation pursuant to this Section.

21 4.2.2 Service of Notice of Violation and Supporting Documentation.

22 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in
23 Section 8.2 to receive notices for Settling Defendant, and must be served within sixty (60) days of
24 the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH or
25 the date that CEH can reasonably determine that the Covered Product at issue was manufactured,
26 shipped, sold, or offered for sale by Settling Defendant, provided, however, that CEH may have
27 up to an additional sixty (60) days to send the Notice of Violation if, notwithstanding CEH’s

28

1 good faith efforts, the test data required by Section 4.2.2.2 below cannot be obtained by CEH
2 from its laboratory before expiration of the initial sixty (60) day period.

3 4.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date
4 the Covered Product was purchased; (b) the location at which the Covered Product was
5 purchased; (c) a description of the Covered Product giving rise to the alleged violation, including
6 the name and address of the retail entity from which the sample was obtained and pictures of the
7 product packaging from all sides, which identifies the product lot; and (d) all test data obtained
8 by CEH regarding the Covered Product and supporting documentation sufficient for validation of
9 the test results, including any laboratory reports, quality assurance reports, and quality control
10 reports associated with testing of the Covered Product.

11 4.2.3 Notice of Election of Response. No more than sixty (60) days after
12 effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to
13 CEH whether or not it elects to contest the allegations contained in a Notice of Violation (“Notice
14 of Election”). Failure to provide a Notice of Election within sixty (60) days of effectuation of
15 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.
16 Upon notice to CEH, Settling Defendant may have up to an additional sixty (60) days to elect if,
17 notwithstanding Settling Defendant’s good faith efforts, Settling Defendant is unable to verify the
18 test data provided by CEH before expiration of the initial thirty (30) day period.

19 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
20 include all documents upon which Settling Defendant is relying to contest the alleged violation,
21 including all available test data. If Settling Defendant or CEH later acquires additional test or
22 other data regarding the alleged violation during the meet and confer period described in Section
23 4.2.4, it shall notify the other Party and promptly provide all such data or information to the Party
24 unless either the Notice of Violation or Notice of Election has been withdrawn.

25 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
26 Defendant shall meet and confer to attempt to resolve their dispute. Within sixty (60) days of
27 serving a Notice of Election contesting a Notice of Violation, Settling Defendant may withdraw

28

1 the original Notice of Election contesting the violation and serve a new Notice of Election to not
2 contest the violation, provided, however, that, in this circumstance, Settling Defendant shall pay
3 \$2,500 in addition to any other payment required under this Consent Judgment. At any time,
4 CEH may withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the
5 result shall be as if CEH never issued any such Notice of Violation. If no informal resolution of a
6 Notice of Violation results within sixty (60) days of a Notice of Election to contest, CEH may file
7 an enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH may
8 seek whatever fines, costs, penalties, attorneys' fees, or other remedies are provided by law for an
9 alleged failure to comply with the Consent Judgment, and Settling Defendant shall reserve all of
10 its rights to contest, dispute and defend the Notice of Violation including all allegations therein in
11 the enforcement motion or application proceeding.

12 4.2.5 Non-Contested Notices. If Settling Defendant elects to not contest the
13 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if
14 any, as set forth below.

15 4.2.5.1 Settling Defendant shall include in its Notice of Election a detailed
16 description with supporting documentation of the corrective action(s) that it has undertaken or
17 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,
18 provide reasonable assurance that all Covered Products having the same lot number as that of the
19 Covered Product identified in CEH's Notice of Violation (the "Noticed Covered Products") will
20 not be thereafter sold in California or offered for sale to California customers by Settling
21 Defendant, and that Settling Defendant has sent instructions to any retailers or customers that
22 offer the Noticed Covered Products for sale to cease offering the Noticed Covered Products for
23 sale to California consumers and to return all such Noticed Covered Products to Settling
24 Defendant if Settling Defendant has reason to believe the Noticed Covered Products are still
25 offered for sale to California consumers. Settling Defendant shall keep for a period of one year
26 after the Notice of Violation and make available to CEH upon reasonable notice during the one
27 year period for inspection and copying records of any correspondence regarding the foregoing. If

28

1 there is a dispute over the corrective action, Settling Defendant and CEH shall meet and confer
2 before seeking any remedy in court. In no case shall CEH issue more than one Notice of
3 Violation per manufacturing lot of a type of Covered Product, nor shall CEH issue more than two
4 Notices of Violation in the first year following the Effective Date.

5 4.2.5.2 If the Notice of Violation is the first, second, third, or fourth Notice
6 of Violation received by Settling Defendant under Section 4.2.1 that was not successfully
7 contested or withdrawn, then Settling Defendant shall pay \$15,000 for each Notice of Violation.
8 If Settling Defendant has received more than four (4) Notices of Violation under Section 4.2.1
9 that were not successfully contested or withdrawn, then Settling Defendant shall pay \$25,000 for
10 each Notice of Violation. If Settling Defendant produces with its Notice of Election test data for
11 the Covered Product that: (i) was conducted prior to the date CEH gave Notice of Violation;
12 (ii) was conducted on the same type of Covered Product; and (iii) demonstrates acrylamide levels
13 below the Unit Level, then any payment under this Section shall be reduced by 100 percent
14 (100%) for the first Notice of Violation, by seventy-five percent (75%) for the second Notice of
15 Violation, and by fifty percent (50%) for any subsequent Notice of Violation. In no case shall
16 Settling Defendant be obligated to pay more than \$100,000 for all Notices of Violation not
17 successfully contested or withdrawn in any calendar year irrespective of the total number of
18 Notices of Violation issued.

19 4.2.6 Payments. Any payments under Section 4.2 shall be made by check
20 payable to the "Lexington Law Group" and shall be paid within thirty (30) days of service of a
21 Notice of Election triggering a payment by agreement, and shall be used as reimbursement for
22 costs for investigating, preparing, sending, and prosecuting Notices of Violation, and to
23 reimburse attorneys' fees and costs incurred in connection with these activities.

24 4.3 **Repeat Violations**. If Settling Defendant has received four (4) or more Notices of
25 Violation concerning the same type of Covered Product that were not successfully contested or
26 withdrawn in any one (1) year period then, at CEH's option, CEH may seek whatever fines, costs,
27 penalties, attorneys' fees, or other remedies that are provided by law for failure to comply with
28

1 the Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling
2 Defendant for at least sixty (60) days to determine if Settling Defendant and CEH can agree on
3 measures that Settling Defendant can undertake to prevent future alleged violations.

4 **5. PAYMENTS**

5 **5.1 Payments by Settling Defendant.** Within ten (10) calendar days of the Effective
6 Date, Settling Defendant shall pay the total sum of \$200,000 as a settlement payment as further
7 set forth in this Section.

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

17 **5.2.1** \$27,145 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
18 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
19 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
20 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty
21 payment for \$20,358.75 shall be made payable to OEHHA and associated with taxpayer
22 identification number 68-0284486. This payment to OEHHA shall be delivered as follows:

23 For United States Postal Service Delivery:

24 Attn: Mike Gyurics
25 Fiscal Operations Branch Chief
26 Office of Environmental Health Hazard Assessment
27 P.O. Box 4010, MS #19B
28 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
1001 I Street, MS #19B
Sacramento, CA 95814

5 The CEH portion of the civil penalty payment for \$6,786.25 shall be made
6 payable to the Center for Environmental Health and associated with taxpayer identification
7 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
8 Street, San Francisco, CA 94117.

9 5.2.2 \$20,355 as an Additional Settlement Payment (“ASP”) to CEH pursuant to
10 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
11 intends to restrict use of the ASPs received from this Consent Judgment to the following
12 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH
13 programs and activities that seek to educate the public about acrylamide and other toxic
14 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
15 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
16 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
17 obtain and maintain adequate records to document that ASPs are spent on these activities and
18 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
19 request from the Attorney General. The payment pursuant to this Section shall be made payable
20 to the Center for Environmental Health and associated with taxpayer identification number 94-
21 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
22 Francisco, CA 94117.

23 5.2.3 \$152,500 as a reimbursement of a portion of CEH’s reasonable attorneys’
24 fees and costs. The attorneys’ fees and cost reimbursement shall be made in two separate checks
25 as follows: (a) \$128,665 payable to the Lexington Law Group and associated with taxpayer
26 identification number 94-3317175; and (b) \$23,835 payable to the Center for Environmental
27

1 Health and associated with taxpayer identification number 94-3251981. These payments shall be
2 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

3 **6. MODIFICATION AND DISPUTE RESOLUTION**

4 6.1 **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, or by an order of this
6 Court upon motion and in accordance with law.

7 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
8 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to
9 modify the Consent Judgment.

10 **7. CLAIMS COVERED AND RELEASE**

11 7.1 Provided that Settling Defendant complies in full with its obligations under
12 Section 5 hereof, this Consent Judgment is a full, final and binding resolution between CEH on
13 behalf of itself and the public interest and Settling Defendant and its parents, subsidiaries,
14 affiliated entities that are under common ownership, directors, officers, employees, agents,
15 shareholders, predecessors, successors, assigns, and attorneys (“Defendant Releasees”), and all
16 entities, businesses or persons to which Settling Defendant directly or indirectly distributes, ships,
17 supplies, sells or offers for sale Covered Products, including but not limited to distributors,
18 wholesalers, customers, retailers, franchisees, licensors, and licensees, including, but not limited
19 to, Smart & Final Stores, LLC, Amerifoods Trading Company, LLC, Wal-Mart Stores, Inc., Wal-
20 Mart.com USA, LLC, and SF Markets, LLC, (“Downstream Defendant Releasees”), of any
21 violation of Proposition 65 based on failure to warn about alleged exposure to acrylamide
22 contained in Covered Products that were manufactured, directly or indirectly sold, distributed,
23 supplied, shipped or offered for sale by Settling Defendant prior to the Effective Date.

24 7.2 Provided that Settling Defendant complies in full with its obligations under
25 Section 5 hereof, CEH, for itself, its agents, predecessors, successors and assigns, releases,
26 waives, and forever discharges any and all claims against Settling Defendant, Defendant
27 Releasees, and Downstream Defendant Releasees arising from any violation of Proposition 65 or

28

1 any other statutory or common law claims that have been or could have been asserted by CEH
2 individually or in the public interest regarding the failure to warn about exposure to acrylamide
3 arising in connection with Covered Products manufactured, distributed or sold by Settling
4 Defendant prior to the Effective Date.

5 7.3 Provided that Settling Defendant complies in full with its obligations under
6 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant
7 shall constitute compliance with Proposition 65 by Settling Defendant, 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 Defendant after the Effective
10 Date.

11 **8. PROVISION OF NOTICE**

12 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
13 notice shall be sent by first class and electronic mail to:

14 Howard Hirsch
15 Lexington Law Group
16 503 Divisadero Street
17 San Francisco, CA 94117
18 hhirsch@lexlawgroup.com

19 8.2 When Settling Defendant is entitled to receive any notice under this Consent
20 Judgment, the notice shall be sent by first class and electronic mail to:

21 Robert Parks
22 Parks & Solar LLP
23 501 West Broadway, Suite 1540
24 San Diego, CA 92101
25 rparks@parksandsolar.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.
28

1 **9. COURT APPROVAL**

2 9.1 This Consent Judgment shall become effective upon the date signed by CEH and
3 Settling Defendant, whichever is later, and approval by the Court, provided however, that CEH
4 shall prepare and file a Motion for Approval of this Consent Judgment, and Settling Defendant
5 shall support entry of this Consent Judgment by the Court.

6 9.2 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 9.1.

9 9.3 If this Consent Judgment is approved by the Court, CEH shall not pursue its claims
10 in this action against Smart & Final Stores, LLC, Amerifoods Trading Company, LLC, Wal-Mart
11 Stores, Inc., Wal-Mart.com USA, LLC, and SF Markets, LLC as to Covered Products
12 manufactured, distributed, shipped, supplied, sold or offered for sale by Settling Defendant only.

13 **10. GOVERNING LAW AND CONSTRUCTION**

14 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
15 California.

16 **11. ATTORNEYS' FEES**

17 11.1 A Party who unsuccessfully brings or contests an action, motion, or application
18 arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable
19 attorneys' fees and costs.

20 11.2 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 understanding
24 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
25 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
26 and therein. There are no warranties, representations, or other agreements between the Parties
27 except as expressly set forth herein. No representations, oral or otherwise, express or implied,

28

1 other than those specifically referred to in this Consent Judgment have been made by any Party
2 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
3 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
4 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
5 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
6 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
7 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
8 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
9 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.

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

14 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
15 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
16 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

18 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
19 against an entity that is not Settling Defendant on terms that are different than those contained in
20 this Consent Judgment.

21 **16. EXECUTION IN COUNTERPARTS**

22 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
23 means of facsimile or portable document format (pdf), which taken together shall be deemed to
24 constitute one document.

25
26
27
28

1 IT IS SO ORDERED, ADJUDGED,
2 AND DECREED

3 Dated: 10/30/18

IOANA PETROU

Judge of the Superior Court

6
7 IT IS SO STIPULATED:

| | |
|--------------------------------|--|
| 9 Dated: <u>20 July</u> , 2018 | 10 CENTER FOR ENVIRONMENTAL HEALTH 11 <u>Cui</u> Signature 12 <u>CHARLES PIZZANO</u> Printed Name 13 <u>ASSOCIATE DIRECTOR</u> Title |
| 17 Dated: _____, 2018 | 18 D.F. STAUFFER BISCUIT CO., INC. 19 _____ Signature 20 _____ Printed Name 21 _____ Title |

28

1 **IT IS SO ORDERED, ADJUDGED,**
2 **AND DECREED**

3 Dated: _____
4 _____
5 Judge of the Superior Court

6
7 **IT IS SO STIPULATED:**

| | |
|--|---|
| 9 Dated: _____, 2018 10 11 12 13 14 15 16 | CENTER FOR ENVIRONMENTAL HEALTH _____ Signature _____ Printed Name _____ Title |
| 17 Dated: <u>3 Aug.</u> , 2018 18 19 20 21 22 23 24 | D.F. STAUFFER BISCUIT CO., INC. <u><i>Ronald E. Fink</i></u> Signature <u>Ronald E. Fink</u> Printed Name <u>COO</u> Title |

28

Covered Products

GINGER SNAPS and GINGERBREAD COOKIES

EXHIBIT "A"

Any and all Ginger Snap Cookies and Gingerbread Cookies manufactured, distributed, supplied, shipped, sold or offered for sale by Settling Defendant, D. F. Stauffer Biscuit Co., Inc., including, but not limited to, the following:

1. Stauffer's Original Recipe Ginger Snaps, including but not limited to SKU No. 0-72320-12442-1;
2. Great Value Ginger Snaps, including but not limited to SKU No. 0-78742-06336-2;
3. Stauffer's Iced Gingerbread Cookies, including but not limited to SKU No. 0-72320-12350-9;
4. Sprouts Iced Gingerbread Cookies, including but not limited to SKU No. 6-46670-31467-4.