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FILED
ALAMEDA COUNTY

SEP 19 2019

CLERK OF THE SUPERIOR COURT
By [Signature] Deputy

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

11	CENTER FOR ENVIRONMENTAL HEALTH,)	Case No. RG 17-881940
12	Plaintiff,)	
13	v.)	PROPOSED CONSENT
14	THINK FOOD GROUP LLC, <i>et al.</i> ,)	JUDGMENT AS TO NUGGET
15	Defendants.)	MARKET, INC.
16)	
17)	

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), sold by Patatas Fritas Torres S.L.

1.3 "Sliced Chips" means sliced 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 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

3 1.5 "Effective Date" means the date on which notice of entry of this Consent
4 Judgment by the Court is served upon Settling Defendant.

5 **2. INTRODUCTION**

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

11 2.2 On or about February 8, 2017, CEH provided a 60-day Notice of Violation of
12 Proposition 65 (the "Notice") 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 in California to acrylamide contained in Covered Products without first
16 providing a clear and reasonable Proposition 65 warning.

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

20 2.4 On November 9, 2017, CEH filed the initial Complaint in the above-captioned
21 matter, naming Settling Defendant as an original defendant.

22 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court
23 has jurisdiction over the allegations of violations contained in the Complaint and personal
24 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper in
25

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

1 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 2.6 The Settling Defendant denies the material, factual and legal allegations contained
6 in the Notice and Complaint and maintains that, to the best of its knowledge, all products that it
7 has imported, sold and/or distributed for sale in California, including the Covered Products, have
8 been and are in compliance with all laws. Nothing in this Consent Judgment is or shall be
9 construed as an admission against interest by the Parties of any fact, conclusion of law, issue of
10 law, or violation of law, nor shall compliance with the Consent Judgment constitute or be
11 construed as an admission against interest by the Parties of any fact, conclusion of law, issue of
12 law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or impair any
13 right, remedy, argument, or defense the Parties may have in any other pending or future legal
14 proceedings. This Consent Judgment is the product of negotiation and compromise and is
15 accepted by the Parties solely for purposes of settling, compromising, and resolving issues
16 disputed in this action.

17 **3. INJUNCTIVE RELIEF**

18 3.1 **Reformulation of Covered Products.** Upon the Effective Date, Settling
19 Defendant shall not purchase, manufacture, ship, sell, or offer for sale Covered Products that will
20 be sold or offered for sale in California that exceed the following acrylamide concentration levels,
21 such concentration to be determined by use of a test performed by an accredited laboratory using
22 either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid Chromatograph-
23 Mass Spectrometry), or any other testing method agreed upon by the Parties:

24 3.1.1 For Sliced Chips:

25 3.1.1.1 The average acrylamide concentration shall not exceed 281
26 parts per billion (“ppb”) by weight (the “Sliced Chips Average Level”). The Sliced Chips
27 Average Level is determined by randomly selecting and testing at least 1 sample each from 5
28

1 different lots of a particular type of Covered Product that is a Sliced Chip (or the maximum
2 number of lots available for testing if less than 5) during a testing period of at least 60 days.

3 3.1.1.2 The acrylamide concentration of any individual unit of Sliced
4 Chips shall not exceed 350 ppb by weight, based on a representative composite sample taken
5 from the individual unit being tested (the "Sliced Chips Unit Level").

6 3.1.2 For Extruded Products:

7 3.1.2.1 The average acrylamide concentration shall not exceed 350 ppb
8 by weight (the "Extruded Products Average Level"). The Extruded Products Average Level is
9 determined by randomly selecting and testing at least 1 sample each from 5 different lots of a
10 particular type of Covered Product that is an Extruded Product (or the maximum number of lots
11 available for testing if less than 5) during a testing period of at least 60 days.

12 3.1.2.2 The acrylamide concentration of any individual unit of
13 Extruded Products shall not exceed 490 ppb by weight, based on a representative composite
14 sample taken from the individual unit being tested (the "Extruded Products Unit Level").

15 **4. ENFORCEMENT**

16 4.1 **General Enforcement Provisions.** CEH may, by motion or application for an
17 order to show cause before this Court, enforce the terms and conditions contained in this Consent
18 Judgment. Any action to enforce alleged violations of Section 3.1 by Settling Defendant shall be
19 brought exclusively pursuant to this Section 4, and be subject to the meet and confer requirement
20 of Section 4.2.4 if applicable.

21 **4.2 Enforcement of Reformulation Commitment.**

22 4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product in
23 California that was sold or offered for sale by Settling Defendant with a best-by or sell-by (or
24 equivalent) date more than six (6) months after the Effective Date, and for which CEH has
25 laboratory test results showing that the Covered Product exceeds the applicable Unit Level, CEH
26 may issue a Notice of Violation pursuant to this Section.

1 4.2.2 Service of Notice of Violation and Supporting Documentation.

2 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified
3 in Section 8.2 to receive notices for Settling Defendant, and must be served within sixty (60) days
4 of the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH
5 or the date that CEH can reasonably determine that the Covered Product at issue was
6 manufactured, shipped, sold, or offered for sale by Settling Defendant, provided, however, that
7 CEH may have up to an additional sixty (60) days to send the Notice of Violation if,
8 notwithstanding CEH's good faith efforts, the test data required by Section 4.2.2.2 below cannot
9 be obtained by CEH from its laboratory before expiration of the initial sixty (60) day period.

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

18 4.2.3 Notice of Election of Response. No more than thirty (30) days after
19 effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to
20 CEH whether it elects to contest the allegations contained in a Notice of Violation ("Notice of
21 Election"). Failure to provide a Notice of Election within thirty (30) days of effectuation of
22 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.
23 Upon notice to CEH, Settling Defendant may have up to an additional sixty (60) days to elect if,
24 notwithstanding Settling Defendant's good faith efforts, Settling Defendant is unable to verify the
25 test data provided by CEH before expiration of the initial thirty (30) day period.

26 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
27 include all documents upon which Settling Defendant is relying to contest the alleged violation,
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1 including all available test data. If Settling Defendant or CEH later acquires additional test or
2 other data regarding the alleged violation during the meet and confer period described in Section
3 4.2.4, it shall notify the other Party and promptly provide all such data or information to the Party
4 unless either the Notice of Violation or Notice of Election has been withdrawn.

5 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
6 Defendant shall meet and confer to attempt to resolve their dispute. Within thirty (30) days of
7 serving a Notice of Election contesting a Notice of Violation, Settling Defendant may withdraw
8 the original Notice of Election contesting the violation and serve a new Notice of Election to not
9 contest the violation, provided, however, that, in this circumstance, Settling Defendant shall pay
10 \$500 in addition to any other payment required under this Consent Judgment. At any time, CEH
11 may withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the result shall
12 be as if CEH never issued any such Notice of Violation. If no informal resolution of a Notice of
13 Violation results within thirty (30) days of a Notice of Election to contest, CEH may file an
14 enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH may
15 seek whatever fines, costs, penalties, attorneys' fees, or other remedies are provided by law for an
16 alleged failure to comply with the Consent Judgment.

17 4.2.5 Non-Contested Notices. If Settling Defendant elects to not contest the
18 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if
19 any, as set forth below.

20 4.2.5.1 Settling Defendant shall include in its Notice of Election a
21 detailed description with supporting documentation of the corrective action(s) that it has
22 undertaken or proposes to undertake to address the alleged violation. Any such correction shall,
23 at a minimum, provide reasonable assurance that all Covered Products having the same lot
24 number as that of the Covered Product identified in CEH's Notice of Violation (the "Noticed
25 Covered Products") will not be thereafter sold in California or offered for sale to California
26 customers by Settling Defendant. Settling Defendant shall keep for a period of one year and
27 make available to CEH upon reasonable notice (which shall not exceed more than one request per
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1 year) for inspection and copying records of any correspondence regarding the foregoing. If there
2 is a dispute over the corrective action, Settling Defendant and CEH shall meet and confer before
3 seeking any remedy in court. In no case shall CEH issue more than one Notice of Violation per
4 manufacturing lot of a type of Covered Product, nor shall CEH issue more than two Notices of
5 Violation in the first calendar year following the Effective Date.

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

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

25 4.3 **Repeat Violations.** If Settling Defendant has received four (4) or more Notices of
26 Violation concerning the same type of Covered Product that were not successfully contested or
27 withdrawn in any two (2) year period then, at CEH’s option, CEH may seek whatever fines, costs,
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1 penalties, attorneys' fees, or other remedies that are provided by law for failure to comply with
2 the Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling
3 Defendant for at least thirty (30) days to determine if Settling Defendant and CEH can agree on
4 measures that Settling Defendant can undertake to prevent future alleged violations.

5 **5. PAYMENTS**

6 **5.1 Payments by Settling Defendant.** Within ten (10) calendar days of the Effective
7 Date, Settling Defendant shall pay the total sum of \$30,000.00 as a settlement payment as further
8 set forth in this Section.

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

18 **5.2.1** \$3,830 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
19 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
20 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
21 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty
22 payment for \$2,872.50 shall be made payable to OEHHA and associated with taxpayer
23 identification number 68-0284486. This payment shall be delivered as follows:

24 For United States Postal Service Delivery:

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

1 For Non-United States Postal Service Delivery:

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

7 The CEH portion of the civil penalty payment for \$957.50 shall be made payable
8 to the Center for Environmental Health and associated with taxpayer identification number 94-
9 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
10 Francisco, CA 94117.

11 5.2.2 \$2,870 as an Additional Settlement Payment ("ASP") to CEH pursuant to
12 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
13 intends to restrict use of the ASPs received from this Consent Judgment to the following
14 purposes: the funds will be placed in CEH's Toxics in Food Fund and used to support CEH
15 programs and activities that seek to educate the public about acrylamide and other toxic
16 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
17 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
18 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
19 obtain and maintain adequate records to document that ASPs are spent on these activities and
20 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
21 request from the Attorney General. The payment pursuant to this Section shall be made payable
22 to the Center for Environmental Health and associated with taxpayer identification number 94-
23 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
24 Francisco, CA 94117.

25 5.2.3 \$23,300 as a reimbursement of a portion of CEH's reasonable attorneys'
26 fees and costs. The attorneys' fees and cost reimbursement shall be made in two separate checks
27 as follows: (a) \$19,865 payable to the Lexington Law Group and associated with taxpayer
28 identification number 94-3317175; and (b) \$3,435 payable to the Center for Environmental

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 and prior notice to the
6 Attorney General's Office, or by an order of this Court upon motion and prior notice to the
7 Attorney General's Office and in accordance with law.

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

11 **7. CLAIMS COVERED AND RELEASE**

12 7.1 Provided that Settling Defendant complies in full with its obligations under
13 Section 5 hereof, this Consent Judgment is a full, final and binding resolution between CEH on
14 behalf of itself and the public interest and Settling Defendant and its parents, subsidiaries,
15 affiliated entities that are under common ownership, directors, officers, employees, agents,
16 shareholders, successors, assigns, and attorneys ("Defendant Releasees"), and all entities to which
17 Settling Defendant directly or indirectly distributes or sells Covered Products, including but not
18 limited to distributors, wholesalers, customers, retailers, marketplace hosts, franchisees, licensors,
19 and licensees ("Downstream Defendant Releasees"), of any violation of Proposition 65 based on
20 failure to warn about alleged exposure to acrylamide contained in Covered Products that were
21 sold, distributed, or offered for sale by Settling Defendant prior to the Effective Date. Nothing in
22 this Consent Judgment shall be deemed to resolve or release claims against any entities that
23 distributed, supplied and/or sold Covered Products to Settling Defendant.

24 7.2 Provided that Settling Defendant complies in full with its obligations under
25 Section 5 hereof, CEH, for itself, its agents, successors and assigns, releases, waives, and forever
26 discharges any and all claims against Settling Defendant, Defendant Releasees, and Downstream
27 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or
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1 common law claims that have been or could have been asserted by CEH individually or in the
2 public interest regarding the failure to warn about exposure to acrylamide arising in connection
3 with Covered Products manufactured, distributed and/or sold by Settling Defendant prior to the
4 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 shall
7 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, and/or sold by Settling Defendant after the Effective
10 Date.

11 7.4 With respect to the foregoing waivers and releases in this Consent Judgment, CEH
12 hereby specifically waives any and all rights and benefits which it now has, or in the future may
13 have, conferred by virtue of the provisions of Section 1542 of the California Civil Code, which
14 provides as follows:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
16 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
17 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
18 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
19 THE DEBTOR.

18 **8. PROVISION OF NOTICE**

19 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
20 notice shall be sent by first class and electronic mail to:

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

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

1 Mary Muller
2 Director of Human Resources
3 Nugget Market, Inc.
4 168 Court Street
5 Woodland, CA 95695

6 With Copy to:

7 Ann G. Grimaldi
8 Grimaldi Law Offices
9 535 Mission Street, 14th Floor
10 San Francisco, CA 94105
11 ann.grimaldi@grimaldilawoffices.com

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

14 **9. COURT APPROVAL**

15 9.1 This Consent Judgment shall become effective upon the Effective Date. CEH
16 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
17 shall reasonably support entry of this Consent Judgment by the Court.

18 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
19 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
20 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

21 **10. GOVERNING LAW AND CONSTRUCTION**

22 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
23 California.

24 **11. ATTORNEYS' FEES**

25 11.1 A Party who unsuccessfully brings or contests an action, motion, or application
26 arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable
27 attorneys' fees and costs.

28 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of
sanctions pursuant to law.

12. ENTIRE AGREEMENT

12.1 This Consent Judgment contains the sole and entire agreement and understanding

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

14 **13. RETENTION OF JURISDICTION**

15 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
16 Consent Judgment.

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

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

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

22 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
23 against any other entity on terms that are different from those contained in this Consent
24 Judgment. Settling Defendant may move to modify this Consent Judgment pursuant to Section 6
25 to substitute higher Reformulation Levels that CEH agrees to in a future consent judgment
26 applicable to products identical to the Covered Products, and CEH agrees not to oppose any such
27 motion except for good cause shown.
28

16. EXECUTION IN COUNTERPARTS

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

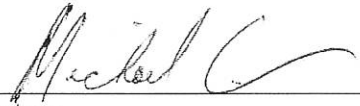
IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____ Judge of the Superior Court

IT IS SO STIPULATED:

Dated: 3/14, 2019

CENTER FOR ENVIRONMENTAL HEALTH


Signature

Michael Green
Printed Name

CEO
Title

Dated: _____, 2019

NUGGET MARKET, INC.

Signature

Printed Name


Title

1 **16. EXECUTION IN COUNTERPARTS**

2 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile or portable document format (pdf), which taken together shall be deemed to
4 constitute one document.

5
6 **IT IS SO ORDERED, ADJUDGED, AND
DECREED.**

7
8 Dated: 9/19/19



Judge of the Superior Court

9 **IT IS SO STIPULATED:**

10
11 Dated: _____, 2019

CENTER FOR ENVIRONMENTAL HEALTH

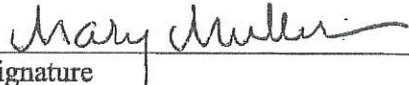
12
13 _____
Signature

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15 _____
Printed Name

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17 _____
Title

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19 Dated: March 12, 2019

NUGGET MARKET, INC.

20
21 

Signature

22
23 Mary Muller

Printed Name

24
25 Director of Human Resources

Title

Exhibit 1

Exhibit A

COVERED PRODUCTS

CORN, GRAIN, AND LEGUME CHIPS AND STICKS

Group A. All corn, grain, and legume-based chips and sticks manufactured by Settling Defendant, including El Sabroso Guacachips, El Sabroso Jalapenitos, Private Label Tortilla Chips, Private Label Organic Blue Tortilla Chips, Private Label Organic Fiesta Tortilla Chips, Private Label Organic White Tortilla Chips, Whole Earth Really Seedy Tortilla Chips, El Sabroso Reduced Fat Tortilla Chips, Private Label Reduced Fat Tortilla Chips, Granny Goose Restaurant Style Tortilla Chips, Private Label Organic Yellow Rounds Tortilla Chips, El Sabroso Salsitas, El Sabroso Yellow Rounds Tortilla Chips, Granny Goose White Corn Tortilla Strips, Private Label White Corn Tortilla Strips, El Sabroso Chile Y Limon Churritos, El Sabroso Chile Y Limon Corn Chips, Granny Goose Corn Chips

Type 1: Triangle-shaped chips

Type 2: Round, rolled, and other non-triangle or non-strip-shaped chips

Type 3: Strip-shaped chips

Type 4: Corn chips and corn sticks (e.g., churritos)

POPCORN

Group B. All popcorn products, including Snak King Popcorn (Cheddar Cheese and Butter), Granny Goose Butter Popcorn, Kettle Corn, Whole Earth Lightly Salted Popcorn, Private Label Organic Popcorn (White Cheddar and Light Salt), Granny Goose Caramel Popcorn

Type 1: Popcorn (plain, flavored and kettle)

Type 2: Caramel and candy corn (with or without nuts)

EXTRUDED, PELLET, AND BAKED PRODUCTS

Group C. All extruded, pellet, and baked products (excluding baked products in Group A), including Private Label Lavash Chips, Private Label Salted Pita Chips, Whole Earth Salted Pita Chips, Private Label Hot Fries, Snak King Hot Fries, Private Label Puffed Rice or Corn, Snak King Cheese Puffs, Private Label Cheese Puffs, Private Label Rice Balls, Private Label Multigrain Chips, Private

Label Baked Cheese Curls, Granny Goose Cheese Blazin Curls, Snak King Baked Cheese Curls, Snak King Fried Cheese Curls, Snak King Hot Cheese Curls, Jensen Orchards Veggie Chips, Private Label Veggie Sticks, Private Label Mini Veggie Chips, El Sabroso Duros, Private Label Popped Chips

Type 1: Pita and lavash chips (all flavors)

Type 2: Puffs, fries, baked curls, and multigrain chips (all flavors)

Type 3: Fried curls (all flavors)

Type 4: Potato, vegetable, and other grain-based pellet chips and sticks (all flavors)

Type 5: Duros (all flavors)

PRETZELS

Group D. All pretzels

Type 1: Twists and sticks

OTHER

Group E. All pork rinds and "cracklins," including El Sabroso Regular Pork Rinds, El Sabroso Regular Pork Rinds with Salsa, El Sabroso Hot & Spicy Pork Rinds, El Sabroso Regular Cracklins, and El Sabroso Hot & Spicy Cracklins.

Type 1: Pork rinds and "cracklins"