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**ENDORSED  
FILED  
ALAMEDA COUNTY**

**JAN 29 2019**

**CLERK OF THE SUPERIOR COURT  
By A. Tumanong  
Deputy**

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

CENTER FOR ENVIRONMENTAL HEALTH, )

Plaintiff, )

v. )

BISCOMERICA CORP., *et al.*, )

Defendants. )

Case No. RG 17- 881931

~~PROPOSED~~ CONSENT JUDGMENT  
AS TO PAGASA, S.A. DE C.V.

**1. DEFINITIONS**

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

1.2 "Covered Products" means animal crackers. 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 Pagasa, S.A. de C.V. (“Settling Defendant”).  
4 CEH and Settling Defendant (the “Parties”) enter into this Consent Judgment to settle certain  
5 claims asserted by CEH against Settling Defendant as set forth in the Complaint.

6               2.2       On or about March 20, 2017, CEH provided a 60-day Notice of Violation of  
7 Proposition 65 to the California Attorney General, the District Attorneys of every county in  
8 California, the City Attorneys of every California city with a population greater than 750,000,  
9 and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by exposing  
10 persons in California to acrylamide contained in Covered Products without first providing a clear  
11 and reasonable Proposition 65 warning (the “Notice”).

12              2.3       Settling Defendant is a corporation or other business entity that manufactures,  
13 distributes, sells, or offers for sale Covered Products that are sold in the State of California or has  
14 done so at times relevant to the Complaint.

15              2.4       On November 9, 2017, CEH filed the Complaint in the above-captioned matter,  
16 naming Settling Defendant as a defendant.

17              2.5       For purposes of this Consent Judgment only, the Parties stipulate that this Court  
18 has jurisdiction over the allegations of violations contained in the Complaint and personal  
19 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper  
20 in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Consent  
21 Judgment as a full and final resolution of all claims which were or could have been raised in the  
22 Complaint based on the facts alleged therein and in the Notice with respect to Covered Products  
23 manufactured, distributed, and/or sold by Settling Defendant.

24              2.6       Nothing in this Consent Judgment is or shall be construed as an admission against  
25 interest by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall  
26 compliance with the Consent Judgment constitute or be construed as an admission against interest  
27 by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this

1 Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the  
2 Parties may have in any other pending or future legal proceedings. This Consent Judgment is the  
3 product of negotiation and compromise and is accepted by the Parties solely for purposes of  
4 settling, compromising, and resolving issues disputed in this action.

### 5 **3. INJUNCTIVE RELIEF**

6 **3.1 Reformulation of Covered Products.** Commencing on the Effective Date,  
7 Settling Defendant shall not purchase, manufacture, ship, sell, or offer for sale Covered Products  
8 that will be sold or offered for sale in California that exceed the following acrylamide  
9 concentration limits (the “Reformulation Levels”), such concentration to be determined by use of  
10 a test performed by an accredited laboratory using either GC/MS (Gas Chromatograph/Mass  
11 Spectrometry), LC-MS/MS (Liquid Chromatograph-Mass Spectrometry), or any other testing  
12 method agreed upon by the Parties:

13 **3.1.1** The average acrylamide concentration shall not exceed 75 parts per  
14 billion (“ppb”) by weight (the “Average Level”). The Average Level is determined by randomly  
15 selecting and testing at least 1 sample each from 5 different lots of Covered Products (or the  
16 maximum number of lots available for testing if less than 5) during a testing period of at least 60  
17 days.

18 **3.1.2** The acrylamide concentration of any individual unit of Covered Products  
19 shall not exceed 100 ppb by weight (the “Unit Level”), based on a representative composite  
20 sample taken from the individual unit (*e.g.* bag or box of Covered Products) being tested.

### 21 **4. ENFORCEMENT**

22 **4.1 General Enforcement Provisions.** CEH may, by motion or application for an  
23 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
24 Judgment. Any action to enforce alleged violations of Section 3.1 by Settling Defendant shall be  
25 brought exclusively pursuant to this Section 4, and be subject to the meet and confer requirement  
26 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 nine (9) months after the Effective Date, and for which CEH has  
5 laboratory test results showing that the Covered Product exceeds the Unit Level, CEH may issue  
6 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 it elects 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, it shall notify the other Party and promptly provide all such data or information to the Party  
10 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 sixty (60) 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 sixty (60) days of a Notice of Election to contest, CEH may file  
20 an enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH may  
21 seek whatever fines, costs, penalties, attorneys' fees, or other remedies are provided by law for an  
22 alleged failure to comply with the Consent Judgment and Settling Defendant shall reserve all of  
23 its rights to contest, dispute and defend the Notice of Violation, including all allegations therein,  
24 in the enforcement motion or application proceeding.

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

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

18                   4.2.5.2     If the Notice of Violation is the first, second, third, or fourth Notice  
19 of Violation received by Settling Defendant under Section 4.2.1 that was not successfully  
20 contested or withdrawn, then Settling Defendant shall pay \$15,000 for each Notice of Violation.  
21 If Settling Defendant has received more than four (4) Notices of Violation under Section 4.2.1  
22 that were not successfully contested or withdrawn, then Settling Defendant shall pay \$25,000 for  
23 each Notice of Violation. If Settling Defendant produces with its Notice of Election test data for  
24 the Covered Product that: (i) was conducted prior to the date CEH gave Notice of Violation;  
25 (ii) was conducted on the same type of Covered Product; and (iii) demonstrates acrylamide levels  
26 below the Unit Level, then any payment under this Section shall be reduced by 100 percent  
27 (100%) for the first Notice of Violation, by seventy-five percent (75%) for the second Notice of

1 Violation, and by fifty percent (50%) for any subsequent Notice of Violation. In no case shall  
2 Settling Defendant be obligated to pay more than \$100,000 for all Notices of Violation not  
3 successfully contested or withdrawn in any calendar year irrespective of the total number of  
4 Notices of Violation issued.

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

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

17 **5. PAYMENTS**

18 5.1 **Payments by Settling Defendant**. Settling Defendant shall pay the total sum of  
19 \$45,000 as a settlement payment as further set forth in this Section according to the following  
20 schedule: (a) \$22,500 on or before December 3, 2018, which shall be deposited into the trust  
21 account of Peg Carew Toledo, Law Corporation and disbursed within five (5) business days by  
22 the law firm as set forth in Section 5.2; (b) \$22,500 on or before February 4, 2019.

23 5.2 **Allocation of Payments**. The total settlement amount shall be paid in the  
24 amounts specified below and delivered as set forth below. Any failure by Settling Defendant to  
25 comply with the payment terms herein shall be subject to a stipulated late fee to be paid by  
26 Settling Defendant to CEH in the amount of \$100 for each day the full payment is not received  
27 after the payment due date set forth in Section 5.1. The late fees required under this Section shall

1 be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought  
2 pursuant to Section 4 of this Consent Judgment. The funds paid by Settling Defendant shall be  
3 allocated as set forth below between the following categories and made payable as follows:

4 5.2.1 \$7,620 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).

5 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §  
6 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health  
7 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty  
8 payment shall be \$5,715. This total amount shall be paid in two installments: (1) one payment in  
9 the amount of \$2,857.50, due on or before December 3, 2018 shall be deposited in the trust  
10 account of Peg Carew Toledo, Law Corporation and shall be disbursed to OEHHA within five (5)  
11 business days of the Effective Date; (2) one payment in the amount of 2,857.50, due on or before  
12 February 4, 2019. Each of the OEHHA penalty payments shall be made payable to OEHHA,  
13 associated with taxpayer identification number 68-0284486, and delivered as follows:

14 For United States Postal Service Delivery:

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

20 For Non-United States Postal Service Delivery:

21 Attn: Mike Gyurics  
22 Fiscal Operations Branch Chief  
23 Office of Environmental Health Hazard Assessment  
24 1001 I Street, MS #19B  
25 Sacramento, CA 95814

26 The CEH portion of the civil penalty payment shall be \$1,905. This total amount  
27 shall be paid in two installments: (1) one payment in the amount of \$952.50, due on or before  
28 December 3, 2018, shall be deposited in the trust account of Peg Carew Toledo, Law Corporation  
and shall be disbursed to CEH within five (5) business days of the Effective Date; (2) one  
payment in the amount of \$952.50, due on or before February 4, 2019. Each of the CEH penalty



1 payments shall be shall be made payable to the Center for Environmental Health, associated with  
2 taxpayer identification number 94-3251981, and delivered to Lexington Law Group, 503  
3 Divisadero Street, San Francisco, CA 94117.

4           5.2.2   \$5,710 as an Additional Settlement Payment (“ASP”) to CEH pursuant to  
5 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH  
6 intends to restrict use of the ASPs received from this Consent Judgment to the following  
7 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH  
8 programs and activities that seek to educate the public about acrylamide and other toxic  
9 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to  
10 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and  
11 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall  
12 obtain and maintain adequate records to document that ASPs are spent on these activities and  
13 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any  
14 request from the Attorney General. The total ASP amount shall be paid in two installments: (1)  
15 one payment in the amount of \$2,855, due on or before December 3, 2018, shall be deposited in  
16 the trust account of Peg Carew Toledo, Law Corporation and shall be disbursed to CEH within  
17 five (5) business days of the Effective Date; (2) one payment in the amount of 2,855, due on or  
18 before February 4, 2019. Each of the payments pursuant to this Section shall be made payable to  
19 the Center for Environmental Health, associated with taxpayer identification number 94-3251981,  
20 and delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

21           5.2.3   \$31,670 as a reimbursement of a portion of CEH’s reasonable attorneys’  
22 fees and costs. This total amount shall be paid in two installments: (1) one payment in the  
23 amount of \$15,835, due on or before December 3, 2018, shall be deposited in the trust account of  
24 Peg Carew Toledo, Law Corporation and shall be disbursed to Lexington Law Group within five  
25 (5) business days of the Effective Date; (2) one payment in the amount of \$15,835, due on or  
26 before February 4, 2019. Each of the payments pursuant to this Section shall be made payable to  
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1 the Lexington Law Group, associated with taxpayer identification number 94-3317175, and  
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 to which Settling Defendant directly or indirectly distributes or sells Covered Products,  
17 including but not limited to distributors, wholesalers, customers (including Dollar Tree Stores,  
18 Inc. and Greenbrier International, Inc.), retailers, franchisees, licensors, and licensees  
19 (“Downstream Defendant Releasees”), of any violation of Proposition 65 based on failure to warn  
20 about alleged exposure to acrylamide contained in Covered Products that were sold, distributed,  
21 or offered for sale by Settling Defendant prior to the Effective Date.

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

3 7.3 Provided that Settling Defendant complies in full with its obligations under  
4 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant  
5 shall constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees and  
6 Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in  
7 Covered Products manufactured, distributed, or sold by Settling Defendant after the Effective  
8 Date.

9 **8. PROVISION OF NOTICE**

10 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
11 notice shall be sent by first class and electronic mail to:

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

17 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
18 Judgment, the notice shall be sent by first class and electronic mail to:

19 Peg Carew Toledo  
20 Peg Carew Toledo, Law Corporation  
21 3001 Douglas Blvd., Suite 340  
22 Roseville, CA 95661  
23 peg@toledolawcorp.com

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

26 **9. COURT APPROVAL**

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

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

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

3 9.3 If this Consent Judgment is approved by the Court, CEH shall dismiss Dollar Tree  
4 Stores, Inc. and Greenbrier International, Inc., from this action without prejudice within ten (10)  
5 business days of the Court's entry of the Consent Judgment and Dollar Tree Stores, Inc. and  
6 Greenbrier International, Inc. shall waive all costs in this action.

7 **10. GOVERNING LAW AND CONSTRUCTION**

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

10 **11. ATTORNEYS' FEES**

11 11.1 A Party who unsuccessfully brings or contests an action, motion, or application  
12 arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable  
13 attorneys' fees and costs.

14 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of  
15 sanctions pursuant to law.

16 **12. ENTIRE AGREEMENT**

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

4 **13. RETENTION OF JURISDICTION**

5 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
6 Consent Judgment.

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

8 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
9 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
10 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

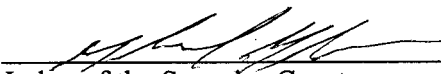
11 **15. NO EFFECT ON OTHER SETTLEMENTS**

12 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
13 against an entity other than Settling Defendant on terms that are different than those contained in  
14 this Consent Judgment. Settling Defendant may move to modify this Consent Judgment pursuant  
15 to Section 6 to substitute higher Reformulation Levels that CEH agrees to in a future consent  
16 judgment applicable to products identical to the Covered Products, and CEH agrees that it will  
17 not contest such modification except for good cause shown.

18 **16. EXECUTION IN COUNTERPARTS**


19 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
20 means of facsimile or portable document format (pdf), which taken together shall be deemed to  
21 constitute one document.

22 **IT IS SO ORDERED, ADJUDGED,**  
23 **AND DECREED**

24 Dated: 1/29/09   
25 \_\_\_\_\_ Judge of the Superior Court  
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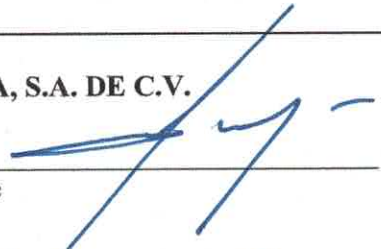
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**IT IS SO STIPULATED:**

Dated: <u>19 Oct</u> , 2018	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  _____ Signature <u>CHARLIE PIZANO</u> _____ Printed Name <u>ASSOCIATE DIRECTOR</u> _____ Title
Dated: _____, 2018	<b>PAGASA, S.A. DE C.V.</b> _____ Signature _____ Printed Name _____ Title

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**IT IS SO STIPULATED:**

Dated: _____, 2018	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  _____ Signature  _____ Printed Name  _____ Title
Dated: <u>Oct 12</u> , 2018	<b>PAGASA, S.A. DE C.V.</b>  _____ Signature  <u>EMILIANO GREGORIO</u> Printed Name  <u>C.E.O</u> Title

**EXHIBIT A**

Frosted Animal Crackers Chocolate & Vanilla  
Animalitos