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ENDORSED
FILED
ALAMEDA COUNTY

SEP 12 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.)

THINK FOOD GROUP LLC, *et al.*,)

Defendants.)

Case No. RG 17-881940

~~PROPOSED~~ CONSENT JUDGMENT
AS TO SHEARER'S FOODS, LLC AND
BARREL O'FUN SNACK FOODS CO.,
LLC

1. DEFINITIONS

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

1.2 "Covered Products" means Kettle Potato Chips (as defined below) manufactured by Shearer's Foods, LLC or Barrel O'Fun Snack Foods Co., LLC and offered for sale in California by Walgreen Co., McClure's Pickles LLC, Wholesome Goodness, LLC, or Target Corporation.

1 1.3 The “Labeled Covered Products” means Kettle Potato Chips (as defined below)
2 manufactured by Shearer’s Foods, LLC or Barrel O’Fun Snack Foods Co., LLC and offered for
3 sale in California by Target Corporation.

4 1.4 “Kettle Potato Chips” means kettle-cooked sliced potato chips.

5 1.5 “Effective Date” means the date on which notice of entry of this Consent
6 Judgment by the Court is served upon Settling Defendants.

7 **2. INTRODUCTION**

8 2.1 The Parties to this Consent Judgment are the Center for Environmental Health, a
9 California non-profit corporation (“CEH”) on the one hand, and Shearer’s Foods, LLC and Barrel
10 O’Fun Snack Foods Co., LLC (“Settling Defendants”) on the other hand. CEH and Settling
11 Defendants (the “Parties”) enter into this Consent Judgment to settle certain claims asserted by
12 CEH against Settling Defendants and the Downstream Defendant Releases as set forth in the
13 Complaint.

14 2.2 On or about March 20, 2017, CEH provided a 60-day Notice of Violation of
15 Proposition 65 to the California Attorney General, the District Attorneys of every county in
16 California, the City Attorneys of every California city with a population greater than 750,000,
17 and to Settling Defendants, alleging that Settling Defendants violated Proposition 65 by exposing
18 persons in California to acrylamide contained in Covered Products without first providing a clear
19 and reasonable Proposition 65 warning (the “Notice”).

20 2.3 Each Settling Defendant is a corporation or other business entity that
21 manufactures, distributes, sells, or offers for sale Covered Products that are sold in the State of
22 California or has done so at times relevant to the Complaint.

23 2.4 On November 9, 2017, CEH filed the original complaint in the above-captioned
24 matter, naming Settling Defendants as original defendants. On December 22, 2017, CEH filed
25 the Complaint, which added additional defendants to the action but did not alter CEH’s
26 allegations against Settling Defendants.

27 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court
28

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

7 2.6 Nothing in this Consent Judgment is or shall be construed as an admission against
8 interest by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall
9 compliance with the Consent Judgment constitute or be construed as an admission against interest
10 by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this
11 Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the
12 Parties may have in any other pending or future legal proceedings. This Consent Judgment is the
13 product of negotiation and compromise and is accepted by the Parties solely for purposes of
14 settling, compromising, and resolving issues disputed in this action.

15 **3. INJUNCTIVE RELIEF**

16 3.1 **Reformulated Covered Products.** Upon the Effective Date, Settling Defendants
17 shall not purchase, manufacture, ship, sell, or offer for sale any Covered Products that will be
18 sold or offered for sale in California that exceed the following acrylamide concentration levels,
19 such concentration to be determined by use of a test performed by an accredited laboratory using
20 either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid Chromatograph-
21 Mass Spectrometry), or any other testing method agreed upon by the Parties:

22 3.1.1 The average acrylamide concentration shall not exceed 281 parts per
23 billion ("ppb") by weight (the "Average Level"). The Average Level is determined by randomly
24 selecting and testing at least 1 sample each from 5 different lots of a particular type of Covered
25 Product (or the maximum number of lots available for testing if less than 5) during a testing
26 period of at least 60 days.

1 3.1.2 The acrylamide concentration of any individual unit shall not exceed 350
2 ppb by weight, based on a representative composite sample taken from the individual unit being
3 tested (the "Unit Level").

4 3.2 **Clear and Reasonable Warnings.** A Labeled Covered Product purchased,
5 manufactured, shipped, sold or offered for sale by Settling Defendants after the Effective Date
6 may, as an alternative to meeting the Reformulation Levels set forth in Section 3.1, be sold or
7 offered for sale in California with a Clear and Reasonable Warning that complies with the
8 provisions of this Section 3.2 and with the provisions of Title 27 California Code of Regulations
9 Sections 25601 through 25607 [Operative August 30, 2018]. A Clear and Reasonable Warning
10 under this Consent Judgment shall state:

11 **WARNING:** Consuming this product can expose you to chemicals including acrylamide,
12 which are known to the State of California to cause cancer and birth defects or other
13 reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

14 The word "**WARNING**" shall be displayed in all capital letters and bold print. This warning
15 statement shall be prominently displayed on the label of the Labeled Covered Product or
16 otherwise in compliance with Section 25601(c), provided that the warning statement is displayed
17 with such conspicuousness, as compared with other words, statements or designs as to render it
18 likely to be read and understood by an ordinary individual under customary conditions of
19 purchase or use. If the warning statement is displayed on the Labeled Covered Product's label, it
20 must be set off from other surrounding information and enclosed in a box. For internet
21 purchases, the warning statement shall be provided by including either the warning statement or a
22 clearly marked hyperlink using the word "**WARNING**" on the product display page, or by
23 otherwise prominently displaying the warning to the purchaser prior to completing the purchase.
24 A Clear and Reasonable Warning may only be provided for Labeled Covered Products that
25 Settling Defendants reasonably believe do not meet the Reformulation Levels.

1 **4. ENFORCEMENT**

2 **4.1 General Enforcement Provisions.** CEH may, by motion or application for an
3 order to show cause before this Court, enforce the terms and conditions contained in this Consent
4 Judgment. Any action to enforce alleged violations of Section 3.1 by a Settling Defendant shall
5 be brought exclusively pursuant to this Section 4, and be subject to the meet and confer
6 requirement of Section 4.2.4 if applicable.

7 **4.2 Enforcement of Reformulation or Clear and Reasonable Warnings**
8 **Commitment.**

9 **4.2.1.1 Notice of Violation.** In the event that CEH purchases a Covered
10 Product in California that was sold or offered for sale by a Settling Defendant with a best-by or
11 sell-by (or equivalent) date more than nine (9) months after the Effective Date, and for which
12 CEH has laboratory test results showing that the Covered Product exceeds the applicable Unit
13 Level (and, for Labeled Covered Products, is without a Clear and Reasonable Warning as set
14 forth in Section 3.2), CEH may issue a Notice of Violation pursuant to this Section.

15 **4.2.2 Service of Notice of Violation and Supporting Documentation.**

16 **4.2.2.1** The Notice of Violation shall be sent to the person(s) identified in
17 Section 8.2 to receive notices for Settling Defendants, and must be served within sixty (60) days
18 of the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH
19 or the date that CEH can reasonably determine that the Covered Product at issue was
20 manufactured, shipped, sold, or offered for sale by a Settling Defendant, provided, however, that
21 CEH may have up to an additional sixty (60) days to send the Notice of Violation if,
22 notwithstanding CEH's good faith efforts, the test data required by Section 4.2.2.2 below cannot
23 be obtained by CEH from its laboratory before expiration of the initial sixty (60) day period.

24 **4.2.2.2** The Notice of Violation shall, at a minimum, set forth: (a) the date
25 the Covered Product was purchased; (b) the location at which the Covered Product was
26 purchased; (c) a description of the Covered Product giving rise to the alleged violation, including
27 the name and address of the retail entity from which the sample was obtained and pictures of the

1 product packaging from all sides, which identifies the product lot; and (d) all test data obtained
2 by CEH regarding the Covered Product and supporting documentation sufficient for validation of
3 the test results, including any laboratory reports, quality assurance reports, and quality control
4 reports associated with testing of the Covered Product.

5 4.2.3 Notice of Election of Response. No more than sixty (60) days after
6 effectuation of service of a Notice of Violation, Settling Defendants shall provide written notice
7 to CEH whether they elect to contest the allegations contained in a Notice of Violation (“Notice
8 of Election”). Failure to provide a Notice of Election within sixty (60) days of effectuation of
9 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.
10 Upon notice to CEH, Settling Defendants may have up to an additional sixty (60) days to elect if,
11 notwithstanding Settling Defendants’ good faith efforts, Settling Defendants are unable to verify
12 the test data provided by CEH before expiration of the initial sixty (60) day period.

13 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
14 include all documents upon which Settling Defendants are relying to contest the alleged violation,
15 including, if applicable, all available test data for the Covered Product for the prior twelve (12)
16 months. If a Settling Defendant or CEH later acquires additional test or other data regarding an
17 alleged violation for a Covered Product during the meet and confer period described in Section
18 4.2.4, it shall notify the other Party and promptly provide all such data or information to the Party
19 unless either the Notice of Violation or Notice of Election has been withdrawn.

20 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
21 Defendants shall meet and confer to attempt to resolve their dispute. Within thirty (30) days of
22 serving a Notice of Election contesting a Notice of Violation, Settling Defendants may withdraw
23 the original Notice of Election contesting the violation and serve a new Notice of Election to not
24 contest the violation, provided, however, that, in this circumstance, Settling Defendants shall pay
25 \$2,500 in addition to any other payment required under this Consent Judgment. At any time,
26 CEH may withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the
27 result shall be as if CEH never issued any such Notice of Violation. If no informal resolution of a

1 Notice of Violation results within thirty (30) days of a Notice of Election to contest, CEH may
2 file an enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH
3 may seek whatever fines, costs, penalties, reasonable attorneys' fees, or other remedies are
4 provided by law for failure to comply with the Consent Judgment.

5 4.2.5 Non-Contested Notices. If Settling Defendants elect to not contest the
6 allegations in a Notice of Violation, they shall undertake corrective action(s) and make payments,
7 if any, as set forth below.

8 4.2.5.1 Settling Defendants shall include in their Notice of Election a
9 detailed description with supporting documentation of the corrective action(s) that they have
10 undertaken or propose to undertake to address the alleged violation. Any correction shall, at a
11 minimum, provide reasonable assurance that all Covered Products having the same lot number as
12 that of the Covered Product identified in CEH's Notice of Violation (the "Noticed Covered
13 Products") will not be thereafter sold in California or offered for sale to California customers by
14 Settling Defendants, and that Settling Defendants have sent instructions to any retailers or
15 customers that offer the Noticed Covered Products for sale to cease offering the Noticed Covered
16 Products for sale to California consumers and to return all such Noticed Covered Products to
17 Settling Defendants. Settling Defendants shall keep for a period of one year and make available
18 to CEH upon reasonable notice (which shall not exceed more than one request per year) for
19 inspection and copying records of any correspondence regarding the foregoing.

20 4.2.5.2 If the Notice of Violation is based on a violation of the Unit Level
21 with respect to a single Covered Product, Settling Defendants may be excused from the recall
22 obligation described in the foregoing (but not the monetary payments, if any, required by this
23 Section 4) if Settling Defendants produce test results and other evidence that: (1) demonstrates
24 that the acrylamide level found by CEH in the unit alleged to be in violation is an aberration; and
25 (2) otherwise provides reasonable assurance that the remainder of the Noticed Covered Products,
26 aside from the unit alleged to be in violation, comply with the applicable reformulation levels in
27 Section 3.1 of this Consent Judgment.

1 4.2.5.3 If there is a dispute over the corrective action or over whether
2 Settling Defendants are excused from the recall obligation, Settling Defendants and CEH shall
3 meet and confer before seeking any remedy in court. In no case shall CEH issue more than one
4 Notice of Violation per manufacturing lot of a type of Covered Product, nor shall CEH issue
5 more than two Notices of Violation in the first year following the Effective Date.

6 4.2.5.4 If the Notice of Violation is the first, second, third, or fourth Notice
7 of Violation received by Settling Defendants under Section 4.2.1 that was not successfully
8 contested or withdrawn, then Settling Defendants shall pay \$15,000 for each Notice of Violation.
9 If Settling Defendants have received more than four (4) Notices of Violation under Section 4.2.1
10 that were not successfully contested or withdrawn, then Settling Defendants shall pay \$25,000 for
11 each Notice of Violation. If Settling Defendants produce with their Notice of Election test data
12 for 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 Defendants be obligated to pay more than \$100,000 for all Notices of
18 Violation not successfully contested or withdrawn in any calendar year irrespective of the total
19 number of 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 Defendants have received five (5) or more Notices
26 of 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,
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costs, penalties, attorneys' fees, or other remedies that are provided by law for failure to comply with the Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling Defendants for at least thirty (30) days to determine if Settling Defendants and CEH can agree on measures that Settling Defendants can undertake to prevent future alleged violations.

5. PAYMENTS

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

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

5.2.1 \$35,075 as a civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment for \$26,306.25 shall be made payable to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be delivered as follows:

For United States Postal Service Delivery:

Attn: Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
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 \$8,768.75 shall be made
8 payable to the Center for Environmental Health and associated with taxpayer identification
9 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
10 Street, San Francisco, CA 94117.

11 5.2.2 \$26,305 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 \$138,620 as a reimbursement of a portion of CEH's reasonable attorneys'
26 fees and costs. The attorneys' fees and cost reimbursement shall be made payable to the
27 Lexington Law Group and associated with taxpayer identification number 94-3317175. This
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1 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
2 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 by one or more of the Parties and in accordance with law or equity. In the
7 event that new legislation or regulations relating to the acrylamide content of the Covered
8 Products is adopted on either the federal or California state level, after meeting and conferring
9 pursuant to Section 6.2, below, either CEH or the Settling Defendants may seek a modification to
10 conform the requirements of this Consent Judgment to such new requirements and in accordance
11 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 the other Party prior to filing a motion to
14 modify the Consent Judgment.

15 **7. CLAIMS COVERED AND RELEASE**

16 7.1 Provided that Settling Defendants comply in full with their 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 Settling Defendants and their parents, subsidiaries,
19 affiliated entities that are under common ownership, directors, officers, employees, agents,
20 shareholders, successors, assigns, and attorneys ("Defendant Releasees"), and all entities to
21 which Settling Defendants directly or indirectly distribute or sell Covered Products, including but
22 not limited to distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees
23 ("Downstream Defendant Releasees"), of any violation of Proposition 65 based on failure to warn
24 about alleged exposure to acrylamide contained in Covered Products that were sold, distributed,
25 or offered for sale by Settling Defendants prior to the Effective Date.¹

26 _____
27 ¹ For purposes of this Consent Judgment, Downstream Defendant Releases include without
28 limitation Target Corporation, Walgreen Co., KeHE Distributors, Inc., KeHE Enterprises, KeHE

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

9 7.3 Provided that Settling Defendants comply in full with their obligations under
10 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendants
11 shall constitute compliance with Proposition 65 by Settling Defendants, Defendant Releasees and
12 Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in
13 Covered Products manufactured, distributed, or sold by Settling Defendants after the Effective
14 Date.

15 **8. PROVISION OF NOTICE**

16 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
17 notice shall be sent by first class and electronic mail to:

18 Howard Hirsch
19 Lexington Law Group
20 503 Divisadero Street
21 San Francisco, CA 94117
22 hhirsch@lexlawgroup.com

23 8.2 When Settling Defendants are entitled to receive any notice under this Consent
24 Judgment, the notice shall be sent by first class and electronic mail to:

25 George W. Hawk, Jr.
26 General Counsel
27 Shearer's Foods, LLC
28 100 Lincoln Way East

29 _____
30 Distributors, LLC, Wholesome Goodness, LLC, Sprouts Farmers Market, Inc., and McClure's
31 Pickles LLC.

Massillon, Ohio 44646
georgehawk@shearers.com

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

9. COURT APPROVAL

9.1 This Consent Judgment shall become effective upon the date signed by CEH and Settling Defendants, whichever is later, provided however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants 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 effect and shall not be introduced into evidence or otherwise used in any proceeding for any purpose other than to allow the Court to determine if there was a material breach of Section

10. GOVERNING LAW AND CONSTRUCTION

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

11. ATTORNEYS' FEES

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

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 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party

1 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
2 shall be deemed to exist or to bind any of the Parties hereto. No supplementation, modification,
3 waiver, or termination of this Consent Judgment shall be binding unless executed in writing by
4 the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall
5 be deemed or shall constitute a waiver of any of the other provisions hereof whether or not
6 similar, nor shall such waiver constitute a continuing waiver.

7 **13. RETENTION OF JURISDICTION**

8 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
9 Consent Judgment.

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

11 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
12 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
13 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

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

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.

1 IT IS SO ORDERED, ADJUDGED,
2 AND DECREED

3 Dated: _____

Judge of the Superior Court

7 IT IS SO STIPULATED:

9 Dated: 8 JUNE 2018

CENTER FOR ENVIRONMENTAL HEALTH



Signature

CONNIE PIZZANO

Printed Name

ASSOCIATE DIRECTOR

Title

18 Dated: _____, 2018

SHEARER'S FOODS, LLC

Signature

Printed Name

Title

1 IT IS SO ORDERED, ADJUDGED,

2 AND DECREED

3 Dated: 4/12/18

IOANA PETROU

Judge of the Superior Court

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IT IS SO STIPULATED:

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Dated: _____, 2018

CENTER FOR ENVIRONMENTAL HEALTH

10

11

Signature

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Printed Name

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Title

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Dated: June 4, 2018

SHEARER'S FOODS, LLC

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Signature

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FRITZ KOTTMANN

22

Printed Name

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Title

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Dated: <u>June 6</u> , 2018	BARREL O'FUN SNACK FOODS CO., LLC
	<u>Fritz Kohmann, CFO</u> Signature
	<u>FRITZ KOHMANN</u> Printed Name
	<u>CFO</u> Title