

ENDORSED
FILED
ALAMEDA COUNTY

OCT 03 2018

CLERK OF THE SUPERIOR COURT

By PAM WILLIAMS

Deputy

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

CENTER FOR ENVIRONMENTAL HEALTH,)

Plaintiff,)

v.)

SNIKIDDY, LLC, *et al.*,)

Defendants.)

Case No. RG 16-838609

~~PROPOSED~~ CONSENT
JUDGMENT AS TO R.W. GARCIA
CO., INC.

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, but excluding sliced potato and sliced sweet potato chips. An initial list of the Covered Products is attached as Exhibit A hereto. It is the Parties' intent that the Covered 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 Consent Judgment as to Defendant Snak

1 King Corporation, entered August 31, 2011, in *People v. Snyder's of Hanover, et al.*, Alameda
2 County Superior Court Case No. RG 09-455286.¹

3 1.3 "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") and R.W. Garcia Co., Inc. ("Settling Defendant"), on
8 the other hand. CEH and Settling Defendant (the "Parties") enter into this Consent Judgment to
9 settle certain claims asserted by CEH against Settling Defendant as set forth in the Complaint.

10 2.2 On or about June 2, 2017, CEH provided a 60-day Notice of Violation of
11 Proposition 65 (the "Notice") to the California Attorney General, the District Attorneys of every
12 county in California, the City Attorneys of every California city with a population greater than
13 750,000, and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by
14 exposing persons in California to acrylamide contained in Covered Products without first
15 providing a clear and reasonable Proposition 65 warning.

16 2.3 Settling Defendant is a corporation or other business entity that manufactures,
17 distributes, sells, or offers for sale Covered Products that are sold in the State of California or has
18 done so at times relevant to the Complaint.

19 2.4 On April 11, 2017, CEH filed the operative First Amended Complaint in the
20 above-captioned matter. On August 17, 2017, CEH filed an amendment pursuant to Cal. Code of
21 Civil Procedure § 474, 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

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

14 **3. INJUNCTIVE RELIEF**

15 3.1 **Reformulation of Covered Products.** Upon the Effective Date, Settling
16 Defendant shall not purchase, manufacture, ship, sell, or offer for sale Covered Products that will
17 be sold or offered for sale in California that exceed the following acrylamide concentration levels,
18 such concentration to be determined by use of a test performed by an accredited laboratory using
19 either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid Chromatograph-
20 Mass Spectrometry), or any other testing method agreed upon by the Parties:

21 3.1.1 The average acrylamide concentration shall not exceed 350 parts per
22 billion (“ppb”) by weight. The Average Level is determined by randomly selecting and testing at
23 least 1 sample each from 5 different lots of a particular type of Covered Product (or the maximum
24 number of lots available for testing if less than 5) during a testing period of at least 60 days. The
25 mean and standard deviation shall be calculated using the sampling data. Any data points that are
26 more than three standard deviations outside the mean shall be discarded once, and the mean and
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1 standard deviation recalculated using the remaining data points. The mean determined in
2 accordance with this procedure shall be deemed the "Average Level."

3 3.1.2 The acrylamide concentration of any individual unit shall not exceed 490
4 ppb by weight, based on a representative composite sample taken from the individual unit being
5 tested (the "Unit Level").

6 **4. ENFORCEMENT**

7 4.1 **General Enforcement Provisions.** CEH may, by motion or application for an
8 order to show cause before this Court, enforce the terms and conditions contained in this Consent
9 Judgment. Any action to enforce alleged violations of Section 3.1 by Settling Defendant shall be
10 brought exclusively pursuant to this Section 4, and be subject to the meet and confer requirement
11 of Section 4.2.4 if applicable.

12 **4.2 Enforcement of Reformulation Commitment.**

13 4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product in
14 California that was sold or offered for sale by Settling Defendant with a best-by or sell-by (or
15 equivalent) date more than 6 months after the Effective Date, and for which CEH has laboratory
16 test results showing that the Covered Product exceeds the Unit Level, CEH may issue a Notice of
17 Violation pursuant to this Section.

18 4.2.2 Service of Notice of Violation and Supporting Documentation.

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

1 4.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the
2 date the Covered Product was purchased; (b) the location at which the Covered Product was
3 purchased; (c) a description of the Covered Product giving rise to the alleged violation, including
4 the name and address of the retail entity from which the sample was obtained and pictures of the
5 product packaging from all sides, which identifies the product lot; and (d) all test data obtained by
6 CEH regarding the Covered Product and supporting documentation sufficient for validation of the
7 test results, including any laboratory reports, quality assurance reports, and quality control reports
8 associated with testing of the Covered Product.

9 4.2.3 Notice of Election of Response. No more than thirty (30) days after
10 effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to
11 CEH whether it elects to contest the allegations contained in a Notice of Violation (“Notice of
12 Election”). Failure to provide a Notice of Election within thirty (30) days of effectuation of
13 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.
14 Upon notice to CEH, Settling Defendant may have up to an additional sixty (60) days to elect if,
15 notwithstanding Settling Defendant’s good faith efforts, Settling Defendant is unable to verify the
16 test data provided by CEH before expiration of the initial thirty (30) day period.

17 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
18 include all documents upon which Settling Defendant is relying to contest the alleged violation,
19 including all available test data. If Settling Defendant or CEH later acquires additional test or
20 other data regarding the alleged violation during the meet and confer period described in Section
21 4.2.4, it shall notify the other Party and promptly provide all such data or information to the Party
22 unless either the Notice of Violation or Notice of Election has been withdrawn.

23 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
24 Defendant shall meet and confer to attempt to resolve their dispute. Within thirty (30) days of
25 serving a Notice of Election contesting a Notice of Violation, Settling Defendant may withdraw
26 the original Notice of Election contesting the violation and serve a new Notice of Election to not
27 contest the violation, provided, however, that, in this circumstance, Settling Defendant shall pay
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1 \$2,500 in addition to any other payment required under this Consent Judgment. At any time,
2 CEH may withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the
3 result shall be as if CEH never issued any such Notice of Violation. If no informal resolution of a
4 Notice of Violation results within thirty (30) days of a Notice of Election to contest, CEH may
5 file an enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH
6 may seek whatever fines, costs, penalties, attorneys' fees, or other remedies are provided by law
7 for an alleged failure to comply with the Consent Judgment.

8 4.2.5 Non-Contested Notices. If Settling Defendant elects to not contest the
9 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if
10 any, as set forth below.

11 4.2.5.1 Settling Defendant shall include in its Notice of Election a
12 detailed description with supporting documentation of the corrective action(s) that it has
13 undertaken or proposes to undertake to address the alleged violation. Any such correction shall,
14 at a minimum, provide reasonable assurance that all Covered Products having the same lot
15 number as that of the Covered Product identified in CEH's Notice of Violation (the "Noticed
16 Covered Products") will not be thereafter sold in California or offered for sale to California
17 customers by Settling Defendant, and that Settling Defendant has sent instructions to any retailers
18 or customers that offer the Noticed Covered Products for sale to cease offering the Noticed
19 Covered Products for sale to California consumers and to return all such Noticed Covered
20 Products to Settling Defendant. Settling Defendant shall keep for a period of one year and make
21 available to CEH upon reasonable notice (which shall not exceed more than one request per year)
22 for inspection and copying records of any correspondence regarding the foregoing. If there is a
23 dispute over the corrective action, Settling Defendant and CEH shall meet and confer before
24 seeking any remedy in court. In no case shall CEH issue more than one Notice of Violation per
25 manufacturing lot of a type of Covered Product, nor shall CEH issue more than two Notices of
26 Violation in the first calendar year following the Effective Date. Nothing in this or any other

1 section of this agreement envisions or requires any waiver of attorney-client or other privileges
2 that may attach to written or oral communications.

3 4.2.5.2 If the Notice of Violation is based on a violation of the Unit Level
4 with respect to a single Covered Product, Settling Defendant may be excused from the recall
5 obligation described in Section 4.2.5.1 (but not the monetary payments, if any, required by this
6 Section 4) if Settling Defendant produces test results and other evidence that: (1) demonstrates
7 that the acrylamide levels found by CEH in the unit alleged to be in violation is an aberration; and
8 (2) otherwise provides reasonable assurance that the remainder of the Noticed Covered Products,
9 aside from the unit alleged to be in violation, comply with the Reformulation Levels. The Parties
10 agree that this Section 4.2.5.2 is satisfied if Settling Defendant can demonstrate that the type of
11 Covered Product at issue in the Notice of Violation satisfies the Average Level. However, to
12 avail itself of this provision, Settling Defendant must provide CEH with all acrylamide test data
13 in its possession, custody or control pertaining to the type of Covered Product at issue in the
14 Notice of Violation that was performed within the year prior to the date of the Notice of
15 Violation.

16 4.2.5.3 If the Notice of Violation is the first, second, third, or fourth
17 Notice of Violation received by Settling Defendant under Section 4.2.1 that was not successfully
18 contested or withdrawn, then Settling Defendant shall pay \$15,000 for each Notice of Violation.
19 If Settling Defendant has received more than four (4) Notices of Violation under Section 4.2.1
20 that were not successfully contested or withdrawn, then Settling Defendant shall pay \$25,000 for
21 each Notice of Violation. If Settling Defendant produces with its Notice of Election test data for
22 the Covered Product that: (i) was conducted prior to the date CEH gave Notice of Violation;
23 (ii) was conducted on the same type of Covered Product; and (iii) demonstrates acrylamide levels
24 below the applicable Unit Level, then any payment under this Section shall be reduced by 100
25 percent (100%) for the first Notice of Violation, by seventy-five percent (75%) for the second
26 Notice of Violation, and by fifty percent (50%) for any subsequent Notice of Violation. In no
27 case shall Settling Defendant be obligated to pay more than \$100,000 for all Notices of Violation
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1 not successfully contested or withdrawn in any calendar year irrespective of the total number of
2 Notices of Violation issued.

3 4.2.6 **Payments.** Any payments under Section 4.2 shall be made by check
4 payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a
5 Notice of Election triggering a payment and shall be used as reimbursement for costs for
6 investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse
7 attorneys’ fees and costs incurred in connection with these activities.

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

15 **5. PAYMENTS**

16 5.1 **Payments by Settling Defendant.** Within ten (10) calendar days of the Effective
17 Date, Settling Defendant shall pay the total sum of \$105,000 as a settlement payment as further
18 set forth in this Section.

19 5.2 **Allocation of Payments.** The total settlement amount shall be paid in five (5)
20 separate checks in the amounts specified below and delivered as set forth below. Any failure by
21 Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late
22 fee to be paid by Settling Defendant to CEH in the amount of \$100 for each day the full payment
23 is not received after the payment due date set forth in Section 5.1. The late fees required under
24 this Section shall be recoverable, together with reasonable attorneys’ fees, in an enforcement
25 proceeding brought pursuant to Section 4 of this Consent Judgment. The funds paid by Settling
26 Defendant shall be allocated as set forth below between the following categories and made
27 payable as follows:
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1 5.2.1 \$14,115 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
2 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
3 25249.12 (25% to CEH and 75% to the State of California’s Office of Environmental Health
4 Hazard Assessment (“OEHHA”). Accordingly, the OEHHA portion of the civil penalty
5 payment for \$10,586.25 shall be made payable to OEHHA and associated with taxpayer
6 identification number 68-0284486. This payment shall be delivered as follows:

7 For United States Postal Service Delivery:

8 Attn: Mike Gyurics
9 Fiscal Operations Branch Chief
10 Office of Environmental Health Hazard Assessment
11 P.O. Box 4010, MS #19B
12 Sacramento, CA 95812-4010

13 For Non-United States Postal Service Delivery:

14 Attn: Mike Gyurics
15 Fiscal Operations Branch Chief
16 Office of Environmental Health Hazard Assessment
17 1001 I Street, MS #19B
18 Sacramento, CA 95814

19 The CEH portion of the civil penalty payment for \$3,528.75 shall be made payable
20 to the Center for Environmental Health and associated with taxpayer identification number 94-
21 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
22 Francisco, CA 94117.

23 5.2.2 \$10,585 as an Additional Settlement Payment (“ASP”) to CEH pursuant to
24 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
25 intends to restrict use of the ASPs received from this Consent Judgment to the following
26 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH
27 programs and activities that seek to educate the public about acrylamide and other toxic
28 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall

1 obtain and maintain adequate records to document that ASPs are spent on these activities and
2 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
3 request from the Attorney General. The payment pursuant to this Section shall be made payable
4 to the Center for Environmental Health and associated with taxpayer identification number 94-
5 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
6 Francisco, CA 94117.

7 5.2.3 \$80,300 as a reimbursement of a portion of CEH's reasonable attorneys'
8 fees and costs. The attorneys' fees and cost reimbursement shall be made in two separate checks
9 as follows: (a) \$67,865 payable to the Lexington Law Group and associated with taxpayer
10 identification number 94-3317175; and (b) \$12,435 payable to the Center for Environmental
11 Health and associated with taxpayer identification number 94-3251981. These payments shall be
12 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

13 **6. MODIFICATION AND DISPUTE RESOLUTION**

14 6.1 **Modification.** This Consent Judgment may be modified from time to time by
15 express written agreement of the Parties, with the approval of the Court and prior notice to the
16 Attorney General's Office, or by an order of this Court upon motion and prior notice to the
17 Attorney General's Office and in accordance with law. A possible ground for modification is a
18 Party's contention that there is a decision of a controlling state or federal court that the Party
19 contends is a basis for establishing Reformulation Levels different than those specified in Section
20 3.

21 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
22 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to
23 modify the Consent Judgment.

24 **7. CLAIMS COVERED AND RELEASE**

25 7.1 Provided that Settling Defendant complies in full with its obligations under
26 Section 5 hereof, this Consent Judgment is a full, final and binding resolution between CEH on
27 behalf of itself and the public interest and Settling Defendant and its parents, subsidiaries,
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1 affiliated entities that are under common ownership, directors, officers, employees, agents,
2 insurers, shareholders, successors, assigns, and attorneys (“Defendant Releasees”), and all entities
3 to which Settling Defendant directly or indirectly distribute or sell Covered Products, including
4 but not limited to distributors, wholesalers, customers, retailers, franchisees, licensors, and
5 licensees (“Downstream Defendant Releasees”), of any violation of Proposition 65 based on
6 failure to warn about alleged exposure to acrylamide contained in Covered Products that were
7 sold, distributed, or offered for sale by Settling Defendant prior to the Effective Date.

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

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

22 **8. PROVISION OF NOTICE**

23 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
24 notice shall be sent by first class and electronic mail to:
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1 Howard Hirsch
2 Lexington Law Group
3 503 Divisadero Street
4 San Francisco, CA 94117
5 hhirsch@lexlawgroup.com

6 8.2 When Settling Defendant is entitled to receive any notice under this Consent
7 Judgment, the notice shall be sent by first class and electronic mail to each of the following:

8 Allonn E. Levy
9 Gideon Korrell
10 Hopkins & Carley, ALC
11 70 S. 1st Street
12 San Jose, CA 95113
13 alevy@hopkinscarley.com
14 gkorrell@hopkinscarley.com

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

17 **9. COURT APPROVAL**

18 9.1 This Consent Judgment shall become effective upon the date signed by CEH and
19 Settling Defendant, whichever is later, provided however, that CEH shall prepare and file a
20 Motion for Approval of this Consent Judgment and Settling Defendant shall support entry of this
21 Consent Judgment by the Court.

22 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
23 effect and neither the Consent Judgment nor any communication relating to it shall be introduced
24 into evidence or otherwise used in any proceeding for any purpose other than to allow the Court
25 to determine if there was a material breach of Section 9.1.

26 **10. GOVERNING LAW AND CONSTRUCTION**

27 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
28 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

1 attorneys' fees and costs.

2 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of
3 sanctions pursuant to law.

4 **12. ENTIRE AGREEMENT**

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

19 **13. RETENTION OF JURISDICTION**

20 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
21 Consent Judgment.

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

23 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
24 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
25 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

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

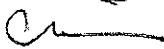
6 **16. EXECUTION IN COUNTERPARTS**

7 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
8 means of facsimile or portable document format (pdf), which taken together shall be deemed to
9 constitute one document.

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11 **IT IS SO ORDERED, ADJUDGED, AND**
12 **DECREED.**

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15 Dated: 10/3/18 IOANA PETROU
16 Judge of the Superior Court

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18 **IT IS SO STIPULATED:**

19 Dated: 13 July, 2018 **CENTER FOR ENVIRONMENTAL HEALTH**
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21 
22 Signature
23 CHARLES P. ZARRO
24 Printed Name
25 ASSOCIATE DIRECTOR
26 Title
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Dated: 7-9, 2018

R.W. GARCIA CO., INC.

Margaret Garcia
Signature

MARGARET GARCIA
Printed Name

V. PRESIDENT / RW GARCIA CO. INC.
Title

EXHIBIT A

- 400037 - Sweet Potato Crackers
- 403065 - Sweet Potato Crackers
- 405663 - Sweet Potato Tortilla Chips
- 405680 - Sweet Potato Tortilla Chips
- 405681 - Sweet Potato Tortilla Chips with Cinnamon & Agave