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FILED
ALAMEDA COUNTY

AUG 08 2018

CLERK OF THE SUPERIOR COURT

By Pam Williams
Deputy

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH,

Plaintiff,

v.

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

Defendants.

Case No. RG 17- 881932

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

1. DEFINITIONS

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

1.2 "Covered Products" means all ginger snap cookies manufactured by Shearer's
Foods, LLC and/or Barrel O'Fun Snack Foods Co., LLC.

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

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") on the one hand, and Shearer's Foods, LLC and Barrel
4 O'Fun Snack Foods Co., LLC (the "Settling Defendants") on the other hand. CEH and Settling
5 Defendants (the "Parties") enter into this Consent Judgment to settle certain claims asserted by
6 CEH against Settling Defendants and the Downstream Defendant Releasees as set forth in the
7 Complaint.

8 2.2 On or about June 2, 2017, CEH provided a 60-day Notice of Violation of Proposition
9 65 to the California Attorney General, the District Attorneys of every county in California, the City
10 Attorneys of every California city with a population greater than 750,000, and to Settling
11 Defendants, alleging that Settling Defendants violated Proposition 65 by exposing persons in
12 California to acrylamide contained in Covered Products without first providing a clear and
13 reasonable Proposition 65 warning (the "Notice").

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

17 2.4 On November 9, 2017, CEH filed the Complaint in the above-captioned matter,
18 naming Settling Defendants as defendants.

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

26 2.6 Nothing in this Consent Judgment is or shall be construed as an admission against
27 interest by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall
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1 compliance with the Consent Judgment constitute or be construed as an admission against interest
2 by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this
3 Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the
4 Parties may have in any other pending or future legal proceedings. This Consent Judgment is the
5 product of negotiation and compromise and is accepted by the Parties solely for purposes of settling,
6 compromising, and resolving issues disputed in this action.

7 **3. INJUNCTIVE RELIEF**

8 **3.1 Reformulation of Covered Products.** Commencing on the Effective Date, Settling
9 Defendants shall not manufacture, ship, sell, or offer for sale any Covered Products that will be
10 sold or offered for sale in California that contains a concentration of acrylamide that exceeds the
11 following limits (the "Reformulation Level"):

12 **3.1.1** The average acrylamide concentration shall not exceed 281 parts per
13 billion ("ppb") by weight (the "Average Level"). The Average Level is determined by randomly
14 selecting and testing at least 1 sample each from 5 different lots of Covered Products (or the
15 maximum number of lots available for testing if less than 5) during a testing period of at least 60
16 days.

17 **3.1.2** The acrylamide concentration of any individual unit of Covered Products
18 shall not exceed 300 ppb by weight (the "Unit Level"), based on a representative composite
19 sample taken from the individual unit being tested.

20 The acrylamide concentration of each test sample shall be determined by use of a test performed
21 by an accredited laboratory using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-
22 MS/MS (Liquid Chromatograph-Mass Spectrometry), or any other testing method agreed upon by
23 the Parties.

24 **4. ENFORCEMENT**

25 **4.1 General Enforcement Provisions.** CEH may, by motion or application for an order
26 to show cause before this Court, enforce the terms and conditions contained in this Consent
27 Judgment. Any action to enforce alleged violations of Section 3.1 shall be brought exclusively
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1 pursuant to this Section 4, and be subject to the meet and confer requirement of Section 4.2.4 if
2 applicable.

3 4.2 **Enforcement of Reformulation Commitment.**

4 4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product
5 in California that was sold or offered for sale by a Settling Defendant with a best by or sell by (or
6 equivalent) date more than nine (9) months after the Effective Date, and for which CEH has
7 laboratory test results showing that the Covered Product exceeds the Unit Level, CEH may issue a
8 Notice of Violation pursuant to this Section.

9 4.2.2 Service of Notice of Violation and Supporting Documentation.

10 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in
11 Section 8.2 to receive notices for Settling Defendants, and must be served within sixty (60) days of
12 the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH or
13 the date that CEH can reasonably determine that the Covered Product at issue was manufactured,
14 shipped, sold, or offered for sale by a Settling Defendant, provided, however, that CEH may have
15 up to an additional sixty (60) days to send the Notice of Violation if, notwithstanding CEH's good
16 faith efforts, the test data required by Section 4.2.2.2 below cannot be obtained by CEH from its
17 laboratory before expiration of the initial sixty (60) day period.

18 4.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date
19 the Covered Product was purchased; (b) the location at which the Covered Product was purchased;
20 (c) a description of the Covered Products giving rise to the alleged violation, including the name
21 and address of the retail entity from which the sample was obtained and pictures of the product
22 packaging from all sides, which identifies the product lot; and (d) all test data obtained by CEH
23 regarding the Covered Product and supporting documentation sufficient for validation of the test
24 results, including any laboratory reports, quality assurance reports, and quality control reports
25 associated with testing of the Covered Product.

26 4.2.3 Notice of Election of Response. No more than sixty (60) days after
27 effectuation of service of a Notice of Violation, Settling Defendants shall provide written notice to
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1 CEH whether they elect to contest the allegations contained in a Notice of Violation ("Notice of
2 Election"). Failure to provide a Notice of Election within sixty (60) days of effectuation of service
3 of a Notice of Violation shall be deemed an election to contest the Notice of Violation. Upon notice
4 to CEH, Settling Defendants may have up to an additional sixty (60) days to elect if,
5 notwithstanding Settling Defendants' good faith efforts, Settling Defendants are unable to verify
6 the test data provided by CEH before expiration of the initial sixty (60) day period.

7 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
8 include all documents upon which Settling Defendants are relying to contest the alleged violation,
9 including all available test data for the Covered Product for the prior twelve (12) months. If a
10 Settling Defendant or CEH later acquires additional test or other data regarding the alleged violation
11 during the meet and confer period described in Section 4.2.4, it shall notify the other Party and
12 promptly provide all such data or information to the Party unless either the Notice of Violation or
13 Notice of Election has been withdrawn.

14 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
15 Defendants shall meet and confer to attempt to resolve their dispute. Within thirty (30) days of
16 serving a Notice of Election contesting a Notice of Violation, Settling Defendants may withdraw
17 the original Notice of Election contesting the violation and serve a new Notice of Election to not
18 contest the violation, provided, however, that, in this circumstance, Settling Defendants shall pay
19 \$2,500 in addition to any other payment required under this Consent Judgment. At any time, CEH
20 may withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the result shall
21 be as if CEH never issued any such Notice of Violation. If no informal resolution of a Notice of
22 Violation results within thirty (30) days of a Notice of Election to contest, CEH may file an
23 enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH may seek
24 whatever fines, costs, penalties, reasonable attorneys' fees and/or other remedies are provided by
25 law for failure to comply with the Consent Judgment.
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1 4.2.5 Non-Contested Notices. If Settling Defendants elect to not contest the
2 allegations in a Notice of Violation, they shall undertake corrective action(s) and make payments,
3 if any, as set forth below.

4 4.2.5.1 Settling Defendants shall include in their Notice of Election a
5 detailed description with supporting documentation of the corrective action(s) that they have
6 undertaken or propose to undertake to address the alleged violation. Any such correction shall, at
7 a minimum, provide reasonable assurance that all Covered Products having the same lot number(s)
8 as that of the Covered Product identified in CEH's Notice of Violation (the "Noticed Covered
9 Products") will not be thereafter sold in California or offered for sale to California customers by
10 Settling Defendants, and that Settling Defendants have sent instructions to any retailers or
11 customers that offer the Noticed Covered Products for sale to cease offering the Noticed Covered
12 Products for sale to California consumers and to return all such Noticed Covered Products to
13 Settling Defendants. Settling Defendants shall keep for a period of one year and make available to
14 CEH upon reasonable notice (which shall not exceed more than one request per year) for inspection
15 and copying records of any correspondence regarding the foregoing.

16 4.2.5.2 If the Notice of Violation is based on a violation of the Unit Level
17 with respect to a single Covered Product, Settling Defendants shall be excused from the recall
18 obligation described in Section 4.2.5.1 (but not the monetary payments, if any, required by this
19 Section 4) if Settling Defendants produce test results and other evidence that: (1) demonstrates
20 that the acrylamide levels found by CEH in the Noticed Covered Product is an aberration; and (2)
21 otherwise provides reasonable assurance that the remainder of the Covered Products comply with
22 the Reformulation Levels. The Parties agree that this Section 4.2.5.2 is satisfied if Settling
23 Defendants can demonstrate that the type of Covered Product at issue in the Notice of Violation
24 satisfies the Average Level. However, to avail itself of this provision, Settling Defendants must
25 provide CEH with all acrylamide test data in its possession, custody or control pertaining to the
26 type of Covered Product at issue in the Notice of Violation that was performed within the year
27 prior to the date of the Notice of Violation.

1 4.2.5.3 If there is a dispute over the corrective action or over whether Settling
2 Defendants are excused from the recall obligation, Settling Defendants and CEH shall meet and
3 confer before seeking any remedy in court. In no case shall CEH issue more than one Notice of
4 Violation per manufacturing lot of a type of Covered Product, nor shall CEH issue more than two
5 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 are excused from the corrective action obligation
12 pursuant to Section 4.2.5.2, then Settling Defendants shall pay \$2,500 for that Notice of Violation.
13 In no case shall Settling Defendants be obligated to pay more than \$100,000 for all Notices of
14 Violation not successfully contested or withdrawn in any calendar year irrespective of the total
15 number of Notices of Violation issued.

16 4.2.5.5 If Settling Defendants produce with their Notice of Election test data
17 for the Covered Products that: (i) was conducted prior to the date CEH gave Notice of Violation;
18 (ii) was conducted on the same type of Covered Products; and (iii) demonstrates acrylamide levels
19 below the Average Level, any payment under this Section shall be reduced by 100 percent (100%)
20 for the first Notice of Violation, by seventy-five percent (75%) for the second Notice of Violation,
21 and by fifty percent (50%) for any subsequent Notice of Violation.

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

1 4.3 **Repeat Violations.** If Settling Defendants have received five (5) or more Notices
2 of Violation concerning the same type of Covered Product that were not successfully contested or
3 withdrawn in any two (2) year period then, at CEH's option, CEH may seek whatever fines, costs,
4 penalties, attorneys' fees, or other remedies that are provided by law for failure to comply with the
5 Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling
6 Defendants for at least thirty (30) days to determine if Settling Defendants and CEH can agree on
7 measures that Settling Defendants can undertake to prevent future alleged violations.

8 **5. PAYMENTS**

9 5.1 **Payments by Settling Defendants.** Within ten (10) calendar days of the Effective
10 Date, Settling Defendants shall pay the total sum of \$80,000 as a settlement payment as further set
11 forth in this Section.

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

21 5.2.1 \$10,685 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
22 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
23 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard
24 Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment for
25 \$8,013.75 shall be made payable to OEHHA and associated with taxpayer identification number
26 68-0284486. This payment shall be delivered as follows:
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1 For United States Postal Service Delivery:

2 Attn: Mike Gyurics
3 Fiscal Operations Branch Chief
4 Office of Environmental Health Hazard Assessment
5 P.O. Box 4010, MS #19B
6 Sacramento, CA 95812-4010

7 For Non-United States Postal Service Delivery:

8 Attn: Mike Gyurics
9 Fiscal Operations Branch Chief
10 Office of Environmental Health Hazard Assessment
11 1001 I Street, MS #19B
12 Sacramento, CA 95814

13 The CEH portion of the civil penalty payment for \$2,671.25 shall be made
14 payable to the Center for Environmental Health and associated with taxpayer identification number
15 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
16 Francisco, CA 94117.

17 5.2.2 \$8,010 as an Additional Settlement Payment ("ASP") to CEH pursuant to
18 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
19 intends to restrict use of the ASPs received from this Consent Judgment to the following purposes:
20 the funds will be placed in CEH's Toxics in Food Fund and used to support CEH programs and
21 activities that seek to educate the public about acrylamide and other toxic chemicals in food, to
22 work with the food industry and agriculture interests to reduce exposure to acrylamide and other
23 toxic chemicals in food, and to thereby reduce the public health impacts and risks of exposure to
24 acrylamide and other toxic chemicals in food sold in California. CEH shall obtain and maintain
25 adequate records to document that ASPs are spent on these activities and CEH agrees to provide
26 such documentation to the Attorney General within thirty (30) days of any request from the
27 Attorney General. The payment pursuant to this Section shall be made payable to the Center for
28 Environmental Health and associated with taxpayer identification number 94-3251981. This
payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
94117.

1 5.2.3 \$61,305 as a reimbursement of a portion of CEH's reasonable attorneys'
2 fees and costs. The attorneys' fees and cost reimbursement shall be made in two separate checks
3 as follows: (a) \$51,870 payable to the Lexington Law Group and associated with taxpayer
4 identification number 94-3317175; and (b) \$9,435 payable to the Center for Environmental Health
5 and associated with taxpayer identification number 94-3251981. These payments shall be delivered
6 to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

7 **6. MODIFICATION AND DISPUTE RESOLUTION**

8 6.1 **Modification.** This Consent Judgment may be modified from time to time by express
9 written agreement of the Parties, with the approval of the Court, or by an order of this Court upon
10 motion by one or more of the Parties and in accordance with law or equity. In the event that new
11 legislation or regulations relating to the acrylamide content of the Covered Products is adopted on
12 either the federal or California state level, after meeting and conferring pursuant to Section 6.2,
13 below, either CEH or the Settling Defendants may seek a modification to conform the requirements
14 of this Consent Judgment to such new requirements.

15 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
16 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to modify
17 the Consent Judgment.

18 **7. CLAIMS COVERED AND RELEASE**

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

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

9 7.3 Compliance with the terms of this Consent Judgment by Settling Defendants shall
10 constitute compliance with Proposition 65 by Settling Defendants, Defendant Releasees and
11 Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in
12 Covered Products manufactured, distributed, or sold by Settling Defendants after the Effective
13 Date.

14 8. PROVISION OF NOTICE

15 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the notice
16 shall be sent by first class and electronic mail to:

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

21 8.2 When Settling Defendants are entitled to receive any notice under this Consent
22 Judgment, the notice shall be sent by first class and electronic mail to:

23 George W. Hawk, Jr.
24 General Counsel
25 Shearer's Foods, LLC
26 100 Lincoln Way East
Massillon, Ohio 44646
georgehawk@shearers.com

27 ¹ For purposes of this Consent Judgment, Downstream Defendant Releases include without
28 limitation Smart & Final Stores LLC, Target Corporation, Winco Foods, LLC, Safeway Inc.,
Albertsons Companies, LLC, Walgreen Co., Unified Grocers/Topco, and Wal-Mart Stores, Inc.

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

3 **9. COURT APPROVAL**

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

8 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect
9 and shall not be introduced into evidence or otherwise used in any proceeding for any purpose other
10 than to allow the Court to determine if there was a material breach of Section 9.1.

11 **10. GOVERNING LAW AND CONSTRUCTION**

12 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
13 California.

14 **11. ATTORNEYS' FEES**

15 11.1 A Party who unsuccessfully brings or contests an action, motion, or application
16 arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable
17 attorneys' fees and costs.

18 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of sanctions
19 pursuant to law.

20 **12. ENTIRE AGREEMENT**

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

6 **13. RETENTION OF JURISDICTION**

7 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
8 Consent Judgment.

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

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

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

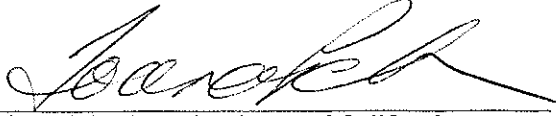
14 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
15 against any other entity on terms that are different than those contained in this Consent Judgment.
16 Settling Defendants may move to modify this Consent Judgment pursuant to Section 6 to substitute
17 higher Reformulation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

20 **16. EXECUTION IN COUNTERPARTS**

21 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
22 means of facsimile or portable document format (pdf), which taken together shall be deemed to
23 constitute one document.
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1 IT IS SO ORDERED, ADJUDGED,
2 AND DECREED:

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5 Dated: 8/8/18



Judge of the Superior Court of California

6 Ioana Petrou

7 IT IS SO STIPULATED:

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9 Dated: 9 March, 2018

CENTER FOR ENVIRONMENTAL HEALTH


Signature

CHARLIE PIZANO
Printed Name

ASSOCIATE DIRECTOR
Title

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17 Dated: _____, 2018

SHEARER'S FOODS, LLC

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Signature

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IT IS SO ORDERED, ADJUDGED,
AND DECREED:

Dated: _____ Judge of the Superior Court of California

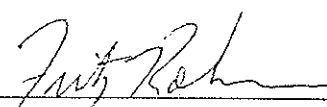
IT IS SO STIPULATED:

Dated: _____, 2018	CENTER FOR ENVIRONMENTAL HEALTH _____ Signature _____ Printed Name _____ Title
Dated: <u>March 15</u> , 2018	SHEARER'S FOODS, LLC  _____ Signature <u>FRITZ KOTTMANN</u> _____ Printed Name <u>CFO</u> _____ Title

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Dated: March 15, 2018

BARREL O'FUN SNACK FOODS CO., LLC


Signature

FRITZ KOHMANN
Printed Name

CFO
Title