



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 Dewey’s Bakery, Inc. (“Dewey’s”). CEH and  
4     Dewey’s (the “Parties”) enter into this Consent Judgment to settle certain claims asserted by CEH  
5     against Dewey’s as set forth in the Complaint.

6             2.2     On or about July 21, 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 Dewey’s, alleging that Dewey’s violated Proposition 65 by exposing persons in California  
10    to acrylamide contained in Covered Products without first providing a clear and reasonable  
11    Proposition 65 warning (the “Notice”).

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

15            2.4     On November 9, 2017, CEH filed the Complaint in the above-captioned matter,  
16    naming Dewey’s as a defendant. On January 18, 2018, Dewey’s filed a timely answer in  
17    response to CEH’s Complaint.

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

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

1 by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this  
2 Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the  
3 Parties may have in any other pending or future legal proceedings. This Consent Judgment is the  
4 product of negotiation and compromise and is accepted by the Parties solely for purposes of  
5 settling, compromising, and resolving issues disputed in this action.

### 6 **3. INJUNCTIVE RELIEF**

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

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

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

### 22 **4. ENFORCEMENT**

23 **4.1 General Enforcement Provisions.** CEH may, by motion or application for an  
24 order to show cause before this Court, enforce the terms and conditions contained in this Consent  
25 Judgment. Any action to enforce alleged violations of Section 3.1 by Dewey's shall be brought  
26 exclusively pursuant to this Section 4, and be subject to the meet and confer requirement of  
27 Section 4.2.4 if applicable.

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 Dewey's with a best-by or sell-by (or equivalent)  
4 date that is more than 9 months after the Effective Date but is purchased at least 60 days before  
5 that best-by or sell-by date, and for which CEH has laboratory test results showing that the  
6 Covered Product exceeds the Unit Level, CEH may issue a Notice of Violation pursuant to this  
7 Section.

8           4.2.2     Service of Notice of Violation and Supporting Documentation.

9           4.2.2.1     The Notice of Violation shall be sent to the person(s) identified in  
10 Section 8.2 to receive notices for Dewey's, and must be served within thirty (30) days of the later  
11 of the date the Covered Product at issue was purchased or otherwise acquired by CEH or the date  
12 that CEH can reasonably determine that the Covered Product at issue was manufactured, shipped,  
13 sold, or offered for sale by Dewey's, provided, however, that CEH may have up to an additional  
14 thirty (30) days to send the Notice of Violation if, notwithstanding CEH's good faith efforts, the  
15 test data required by Section 4.2.2.2 below cannot be obtained by CEH from its laboratory before  
16 expiration of the initial thirty (30) day period.

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

25           4.2.3     Notice of Election of Response. No more than thirty (30) days after  
26 effectuation of service of a Notice of Violation, Dewey's shall provide written notice to CEH  
27 whether it elects to contest the allegations contained in a Notice of Violation ("Notice of  
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1 Election”). Failure to provide a Notice of Election within thirty (30) days of effectuation of  
2 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.  
3 Upon notice to CEH, Dewey’s may have up to an additional thirty (30) days to elect if,  
4 notwithstanding Dewey’s’s good faith efforts, Dewey’s is unable to verify the test data provided  
5 by CEH before expiration of the initial thirty (30) day period.

6 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall  
7 include all documents upon which Dewey’s is relying to contest the alleged violation, including  
8 all available test data. If Dewey’s or CEH later acquires additional test or other data regarding  
9 the alleged violation during the meet and confer period described in Section 4.2.4, it shall notify  
10 the other Party and promptly provide all such data or information to the Party unless either the  
11 Notice of Violation or Notice of Election has been withdrawn.

12 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and  
13 Dewey’s shall meet and confer to attempt to resolve their dispute. Within fifteen (15) days of  
14 serving a Notice of Election contesting a Notice of Violation, Dewey’s may withdraw the original  
15 Notice of Election contesting the violation and serve a new Notice of Election to not contest the  
16 violation, provided, however, that, in this circumstance, Dewey’s shall pay \$2,500 in addition to  
17 any other payment required under this Consent Judgment. At any time, CEH may withdraw a  
18 Notice of Violation, in which case for purposes of this Section 4.2 the result shall be as if CEH  
19 never issued any such Notice of Violation. If no informal resolution of a Notice of Violation  
20 results within fifteen (15) days of a Notice of Election to contest, CEH may file an enforcement  
21 motion or application pursuant to Section 4.1. The parties may extend this fifteen (15) day time  
22 period by stipulation. In any such proceeding, CEH may seek whatever fines, costs, penalties,  
23 attorneys’ fees, or other remedies are provided by law for an alleged failure to comply with the  
24 Consent Judgment, including but not limited to an order by the Court requiring Settling  
25 Defendants to implement corrective action to remedy any violations of this Consent Judgment.  
26 In the event CEH proves a violation of Section 3.1 in an enforcement proceeding, the Court in its  
27 discretion may order that Settling Defendants cease selling any affected Covered Products in  
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1 California without a clear and reasonable warning pursuant to Proposition 65. In any  
2 enforcement proceeding regarding this Consent Judgment, Settling Defendants may assert any  
3 and all defenses that are available.

4 4.2.5 Non-Contested Notices. If Dewey's elects to not contest the allegations  
5 in a Notice of Violation, it shall undertake corrective action(s) and make payments, if any, as set  
6 forth below.

7 4.2.5.1 Dewey's shall include in its Notice of Election a detailed  
8 description with supporting documentation of the corrective action(s) that it has undertaken or  
9 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,  
10 provide reasonable assurance that all Covered Products having the same lot number as that of the  
11 Covered Product identified in CEH's Notice of Violation (the "Noticed Covered Products") will  
12 not be thereafter sold in California or offered for sale to California customers by Dewey's, and  
13 that Dewey's has sent instructions to any retailers or customers that offer the Noticed Covered  
14 Products for sale to cease offering the Noticed Covered Products for sale to California consumers  
15 and to return all such Noticed Covered Products to Dewey's if Dewey's has reason to believe the  
16 Noticed Covered Products are still offered for sale to California consumers. Dewey's shall keep  
17 for a period of one year and make available to CEH upon reasonable notice (which shall not  
18 exceed more than one request per year) for inspection and copying records of any correspondence  
19 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, Dewey's may be excused from the recall obligation  
22 described in Section 4.2.5.1 if Dewey's produces test results and other evidence that: (1)  
23 demonstrates that the acrylamide levels found by CEH in the unit alleged to be in violation is an  
24 aberration; and (2) otherwise provides reasonable assurance that the remainder of the Noticed  
25 Covered Products, aside from the unit alleged to be in violation, comply with the Reformulation  
26 Levels. The Parties agree that this Section 4.2.5.2 is satisfied if Dewey's can demonstrate that the  
27 Covered Product at issue in the Notice of Violation satisfies the Average Level. However, to  
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1 avail itself of this provision, Dewey's must provide CEH with all acrylamide test data in its  
2 possession, custody, or control pertaining to the Covered Product at issue in the Notice of  
3 Violation that was performed within the year prior to the date of the Notice of Violation.

4 4.2.5.3 If there is a dispute over the corrective action or over whether  
5 Dewey's is excused from the recall obligation, Dewey's and CEH shall meet and confer before  
6 seeking any remedy in court. In no case shall CEH issue more than one Notice of Violation per  
7 manufacturing lot of a Covered Product, nor shall CEH issue more than two Notices of Violation  
8 in the first year following the Effective Date. Nothing in Section 4.2.5 shall impact the Court's  
9 authority in an enforcement proceeding to impose appropriate remedies for any contested Notices  
10 of Violation.

11 4.2.5.4 If the Notice of Violation is the first, second, or third Notice of  
12 Violation received by Dewey's under Section 4.2.1 that was not successfully contested or  
13 withdrawn, then Dewey's shall pay \$15,000 for each Notice of Violation. If Dewey's has  
14 received more than three (3) Notices of Violation under Section 4.2.1 that were not successfully  
15 contested or withdrawn, then Dewey's shall pay \$25,000 for each Notice of Violation beyond the  
16 initial three (3) Notices of Violation. If Dewey's produces with its Notice of Election test data  
17 for the Covered Product that: (i) was conducted prior to the date CEH gave Notice of Violation;  
18 (ii) was conducted on the same Covered Product; and (iii) demonstrates acrylamide levels below  
19 the Unit Level, then any payment under this Section shall be reduced by 100 percent (100%) for  
20 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. If Dewey's is excused from  
22 corrective action under Section 4.2.5.2, then Dewey's shall pay \$2,500 for that Notice of  
23 Violation. In no case shall Dewey's be obligated to pay more than \$100,000 for all Notices of  
24 Violation not successfully contested or withdrawn in any calendar year irrespective of the total  
25 number of Notices of Violation issued.

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

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

## 11       **5. PAYMENTS**

12       **5.1 Payments by Dewey's.** Within ten (10) calendar days of the Effective Date,  
13 Dewey's shall pay the total sum of \$60,000 as a settlement payment as further set forth in this  
14 Section.

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

23               **5.2.1** \$7,944 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).  
24 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §  
25 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health  
26 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty  
27 payment for \$5,958 shall be made payable to OEHHA and associated with taxpayer identification  
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1 number 68-0284486. This payment shall be delivered as follows:

2 For United States Postal Service Delivery:

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

8 For Non-United States Postal Service Delivery:

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

14 The CEH portion of the civil penalty payment for \$1,986 shall be made payable to the  
15 Center for Environmental Health and associated with taxpayer identification number 94-3251981.  
16 This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco,  
17 CA 94117.

18 5.2.2 \$5,956 as an Additional Settlement Payment (“ASP”) to CEH pursuant to  
19 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH  
20 intends to restrict use of the ASPs received from this Consent Judgment to the following  
21 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH  
22 programs and activities that seek to educate the public about acrylamide and other toxic  
23 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to  
24 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and  
25 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall  
26 obtain and maintain adequate records to document that ASPs are spent on these activities and  
27 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any  
28 request from the Attorney General. The payment pursuant to this Section shall be made payable  
to the Center for Environmental Health and associated with taxpayer identification number 94-  
3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San

1 Francisco, CA 94117.

2           5.2.3     \$46,100 as a reimbursement of a portion of CEH's reasonable attorneys'  
3 fees and costs (including but not limited to expert and investigative costs). The attorneys' fees  
4 and cost reimbursement shall be made in two separate checks as follows: (a) \$39,065 payable to  
5 the Lexington Law Group and associated with taxpayer identification number 94-3317175; and  
6 (b) \$7,035 payable to the Center for Environmental Health and associated with taxpayer  
7 identification number 94-3251981. These payments shall be delivered to Lexington Law Group,  
8 503 Divisadero Street, San Francisco, CA 94117.

9 **6.     MODIFICATION AND DISPUTE RESOLUTION**

10         6.1     **Modification.** This Consent Judgment may be modified from time to time by  
11 express written agreement of the Parties, with the approval of the Court, or by an order of this  
12 Court upon motion and in accordance with law.

13         6.2     **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
14 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to  
15 modify the Consent Judgment.

16 **7.     CLAIMS COVERED AND RELEASE**

17         7.1     Provided that Dewey's complies in full with its obligations under Section 5 hereof,  
18 this Consent Judgment is a full, final, and binding resolution between CEH on behalf of itself and  
19 the public interest and Dewey's and its parents, subsidiaries, affiliated entities that are under  
20 common ownership, directors, officers, employees, agents, shareholders, successors, assigns, and  
21 attorneys ("Defendant Releasees"), and all entities to which Dewey's directly or indirectly  
22 distribute or sell Covered Products, including but not limited to distributors, wholesalers,  
23 customers, retailers, franchisees, licensors, and licensees ("Downstream Defendant Releasees"),  
24 of any violation of Proposition 65 based on failure to warn about alleged exposure to acrylamide  
25 contained in Covered Products that were sold, distributed, or offered for sale by Dewey's prior to  
26 the Effective Date.

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

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

## 12 **8. PROVISION OF NOTICE**

13 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
14 notice shall be sent by first class and electronic mail to:

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

20 8.2 When Dewey's is entitled to receive any notice under this Consent Judgment, the  
21 notice shall be sent by first class and electronic mail to:

22 Stephen R. Berlin  
23 Kilpatrick Townsend Stockton, LLP  
24 1001 W 4th Street  
25 Winston-Salem, NC 27101  
26 sberlin@kilpatricktownsend.com  
27  
28

Alexander Bullock  
Kilpatrick Townsend Stockton, LLP  
607 14th Street, Suite 900  
Washington, DC 20005  
Abullock@kilpatricktownsend.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 Dewey's, whichever is later, provided however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and Dewey's 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 9.1.

## **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 that unsuccessfully brings or contests an action or application arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs unless the unsuccessful Party has acted with substantial justification. For purposes of this Consent Judgment, the term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016.010, *et seq.*

11.2 Notwithstanding Section 11.1, a Party who prevails in a contested enforcement action or application brought pursuant to Section 4 may seek an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 against a Party that acted with substantial justification. The Party seeking such an award shall bear the burden of meeting all of the elements of § 1021.5, and this provision shall not be construed as altering any procedural or substantive requirements for

obtaining such an award.

11.3 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 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

## **13. RETENTION OF JURISDICTION**

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

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

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

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

15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim

1 against an entity that is not Dewey's on terms that are different than those contained in this  
2 Consent Judgment. Dewey's may move to modify this Consent Judgment pursuant to Section 6  
3 to substitute higher Reformulation Levels for Covered Products that CEH agrees to in a future  
4 consent judgment applicable to products substantially similar to the Covered Products, and CEH  
5 agrees not to oppose any such motion except for good cause shown.

6 **16. SUCCESSORS AND ASSIGNS**

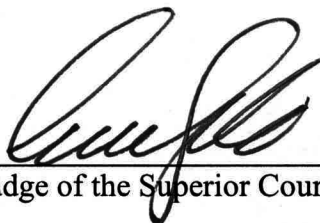
7 16.1 This Consent Judgment shall apply to and be binding upon CEH and Dewey's, and  
8 their respective divisions, subdivisions, and subsidiaries, and the successors or assigns of any of  
9 them.

10 **17. EXECUTION IN COUNTERPARTS**


11 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
12 means of facsimile or portable document format (pdf), which taken together shall be deemed to  
13 constitute one document.

14  
15 **IT IS SO ORDERED, ADJUDGED,**  
16 **AND DECREED**

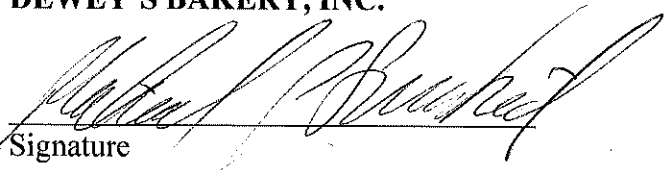
17  
18 Dated: APR 25 2022

  
\_\_\_\_\_  
Judge of the Superior Court

1 **IT IS SO STIPULATED:**

Dated: <u>December 28</u> , 2021	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  _____ Signature  <u>Michael Green</u> _____ Printed Name  <u>CEO</u> _____ Title
Dated: _____, 2021	<b>DEWEY'S BAKERY, INC.</b>  _____ Signature  _____ Printed Name  _____ Title

1 **IT IS SO STIPULATED:**

<p>2</p> <p>3 Dated: _____, 2021</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p>	<p><b>CENTER FOR ENVIRONMENTAL HEALTH</b></p> <p>Signature _____</p> <p>Printed Name _____</p> <p>Title _____</p>
<p>11 Dated: <u>12/15</u>, 2021</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p>	<p><b>DEWEY'S BAKERY, INC.</b></p> <p>Signature  _____</p> <p>Printed Name <u>Michael P. Senackerib</u></p> <p><u>CEO</u></p> <p>Title _____</p>

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**EXHIBIT A**

DWY703063	Deweys 9 oz. Gluten Free Ginger Thins
DWY701946	Deweys 9 oz. Ginger Thins
SP988880	SBC 3 oz. Ginger Thins
SP996229	SBC 5.5 oz. Ginger Thins
TJ090993	Trader Joe 9 oz. Triple Ginger Thins
WS4102653	Williams Sonoma 13 oz. Ginger Thins
DWY768000	Dewey's 16 oz. Ginger Thins
TJ025493	Trader Joe Triple Ginger Snaps 14 oz.