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ENDORSED
FILED
ALAMEDA COUNTY

OCT 30 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.)
ENJOY LIFE NATURAL BRANDS, LLC, et)
al.,)
Defendants.)

Case No. RG 17- 872866
~~PROPOSED~~ CONSENT JUDGMENT
AS TO J & J SNACK FOODS SALES
CORP. AND J & J SNACK FOODS
CORP. OF CALIFORNIA

1. DEFINITIONS

- 1.1 The "Complaint" means the operative First Amended Complaint in the above-captioned matter.
 - 1.2 "Compliance Date" shall mean the date that is six months after the Effective Date.
 - 1.3 "Covered Products" means ginger snap cookies and Newman's Own Ginger-O's.
- An initial list of the Covered Products is attached hereto as Exhibit A.

1 1.4 “Effective Date” means the date on which notice of entry of this Consent
2 Judgment by the Court is served upon Settling Defendants.

3 **2. INTRODUCTION**

4 2.1 The Parties to this Consent Judgment are the Center for Environmental Health, a
5 California non-profit corporation (“CEH”), on the one hand, and J & J Snack Foods Sales Corp.
6 and J & J Snack Foods Corp. of California (collectively, “Settling Defendants”), on the other
7 hand. CEH and Settling Defendants (the “Parties”) enter into this Consent Judgment to settle
8 certain claims asserted by CEH against Settling Defendants as set forth in the Complaint.

9 2.2 On or about July 21, 2017, CEH provided a 60-day Notice of Violation of
10 Proposition 65 to the California Attorney General, the District Attorneys of every county in
11 California, the City Attorneys of every California city with a population greater than 750,000,
12 and to Settling Defendants, alleging that Settling Defendants violated Proposition 65 by exposing
13 persons in California to acrylamide contained in Covered Products without first providing a clear
14 and reasonable Proposition 65 warning (the “Notice”).

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

18 2.4 On August 24, 2017, CEH filed the original complaint in the above-captioned
19 matter. On October 18, 2017, CEH filed the Complaint, naming Settling Defendants as
20 defendants.

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

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

9 **3. INJUNCTIVE RELIEF**

10 3.1 **Reformulation of Covered Products.** Beginning on the Compliance Date,
11 Settling Defendants shall not manufacture or purchase Covered Products that will thereafter be
12 sold or offered for sale in California that exceed the following acrylamide concentration limits
13 (the “Reformulation Levels”), such concentration to be determined by use of a test performed by
14 an accredited laboratory using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-
15 MS/MS (Liquid Chromatograph-Mass Spectrometry), or any other testing method agreed upon
16 by the Parties:

17 3.1.1 The average acrylamide concentration shall not exceed 281 parts per
18 billion (“ppb”) by weight (the “Average Level”). The Average Level is determined by randomly
19 selecting and testing at least one sample each from five different lots of Covered Products (or the
20 maximum number of lots available for testing if fewer than five) during a testing period of at
21 least 60 days.

22 3.1.2 The acrylamide concentration of any individual unit of Covered Products
23 shall not exceed 300 ppb by weight (the “Unit Level”), based on a representative composite
24 sample taken from the individual unit being tested.

25 **4. ENFORCEMENT**

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

4 **4.2 Enforcement of Reformulation Commitment.**

5 4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product
6 in California that was sold or distributed by a Settling Defendant and that has a best-by or sell-by
7 (or equivalent) date or other code that reflects that the Covered Product was manufactured on or
8 after the Compliance Date, and for which CEH has laboratory test results showing that the
9 Covered Product has an acrylamide level exceeding the Unit Level, CEH may issue a Notice of
10 Violation pursuant to this Section. Provided, however, CEH may not issue any Notice of
11 Violation if the packaging of the Covered Product is marked or labeled with the statement “Not
12 for Sale in California” or substantially similar language as long as such statement is prominently
13 placed upon such Covered Product’s label or other labeling as compared with other words or
14 statements on the label or labeling as to render it likely to be read and understood by an ordinary
15 individual under customer conditions of purchase or use. If Settling Defendants mark or label a
16 Covered Product with such a statement, Settling Defendants shall include a letter to their retailer
17 or distributor customer notifying the customer that the Covered Product may not be sold in
18 California.

19 4.2.2 Service of Notice of Violation and Supporting Documentation.

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

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1 4.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date
2 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
6 by CEH regarding the Covered Product and supporting documentation sufficient for validation of
7 the test results, including any laboratory reports, quality assurance reports, and quality control
8 reports associated with testing of the Covered Product.

9 4.2.3 Notice of Election of Response. No more than sixty (60) days after
10 effectuation of service of a Notice of Violation, Settling Defendants shall provide written notice
11 to CEH whether they elect to contest the allegations contained in a Notice of Violation (“Notice
12 of Election”). Failure to provide a Notice of Election within sixty (60) 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 Defendants may have up to an additional sixty (60) days to elect if,
15 notwithstanding Settling Defendants’ good faith efforts, Settling Defendants are unable to verify
16 the 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 Defendants are relying to contest the alleged violation,
19 including all available non-privileged test data. If a Settling Defendant or CEH later acquires
20 additional test or other non-privileged data regarding the alleged violation during the meet and
21 confer period described in Section 4.2.4, it shall notify the other Party and promptly provide all
22 such data or information to the Party unless either the Notice of Violation or Notice of Election
23 has been withdrawn.

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

10 4.2.5 Non-Contested Notices. If Settling Defendants elect to not contest the
11 allegations in a Notice of Violation, they shall undertake corrective action(s) and make payments,
12 if any, as set forth below.

13 4.2.5.1 Settling Defendants shall include in their Notice of Election a
14 detailed description with supporting documentation of the corrective action(s) that they have
15 undertaken or propose to undertake to address the alleged violation. Any such correction shall, at
16 a minimum, provide reasonable assurance that, with respect to all Covered Products having the
17 same lot number as that of the Covered Product identified in CEH's Notice of Violation (the
18 "Noticed Covered Products") will not be thereafter sold in California or offered for sale to
19 California customers by Settling Defendants, and that Settling Defendants have sent instructions
20 to any retailers or customers that offer the Noticed Covered Products for sale to cease offering the
21 Noticed Covered Products for sale to California consumers and to return all such Noticed
22 Covered Products to Settling Defendants if Settling Defendants have reason to believe the
23 Noticed Covered Products are still offered for sale to California consumers. Settling Defendants
24 shall keep for a period of one year and make available to CEH upon reasonable notice (which
25 shall not exceed more than one request per year) for inspection and copying records of any
26 correspondence to retailers or customers regarding the foregoing. Settling Defendants will be
27 excused from the obligation to instruct retailers or customers to cease California sales if Settling
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1 Defendants produce test results or other evidence showing that the Noticed Covered Products
2 comply with the Average Level specified in Section 3.1.1. However, to avail themselves of this
3 provision, Settling Defendants must provide CEH with all non-privileged acrylamide test data in
4 their possession, custody or control pertaining to the type of Covered Product at issue in the
5 Notice of Violation that was performed within the year prior to Settling Defendants producing
6 test results to CEH under this Section 4.2.5.1. If there is a dispute over the corrective action,
7 Settling Defendants and CEH shall meet and confer before seeking any remedy in court.

8 4.2.5.2 If the Notice of Violation is the first, second, third, or fourth Notice
9 of Violation received by Settling Defendants under Section 4.2.1 that was not successfully
10 contested or withdrawn, then Settling Defendants shall pay \$15,000 for each Notice of Violation.
11 If Settling Defendants have received more than four (4) Notices of Violation under Section 4.2.1
12 that were not successfully contested or withdrawn, then Settling Defendants shall pay \$25,000 for
13 each Notice of Violation. If Settling Defendants produce with their Notice of Election test data
14 for the Covered Product that: (i) was conducted prior to the date CEH gave Notice of Violation;
15 (ii) was conducted on the same type of Covered Product; and (iii) demonstrates acrylamide levels
16 below the Unit Level, then any payment under this Section shall be reduced by 100 percent
17 (100%) for the first Notice of Violation, by seventy-five percent (75%) for the second Notice of
18 Violation, and by fifty percent (50%) for any subsequent Notice of Violation. If Settling
19 Defendants are excused from corrective action under Section 4.2.5.1, then Settling Defendants
20 shall pay \$2,500 for that Notice of Violation. In no case shall Settling Defendants be obligated to
21 pay more than \$100,000 for all Notices of Violation not successfully contested or withdrawn in
22 any calendar year irrespective of the total number of Notices of Violation issued.

23 4.2.6 In no case shall CEH issue more than one Notice of Violation per
24 manufacturing lot of a type of Covered Product, nor shall CEH issue more than two Notices of
25 Violation in the first year following the Compliance Date.

26 4.2.7 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, and shall be the extent of all
4 monetary remedies available to CEH under this Consent Judgment for a non-contested Notice of
5 Violation.

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

13 **5. PAYMENTS**

14 **5.1 Payments by Settling Defendants.** Within ten (10) calendar days of the Effective
15 Date, Settling Defendants shall pay the total sum of \$45,000 as a settlement payment as further
16 set forth in this Section.

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

26 **5.2.1** \$7,620 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
27 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §

1 25249.12 (25% to CEH and 75% to the State of California’s Office of Environmental Health
2 Hazard Assessment (“OEHHA”). Accordingly, the OEHHA portion of the civil penalty
3 payment for \$5,715 shall be made payable to OEHHA and associated with taxpayer identification
4 number 68-0284486. This payment shall be delivered as follows:

5 For United States Postal Service Delivery:

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

11 For Non-United States Postal Service Delivery:

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

17 The CEH portion of the civil penalty payment for \$1,905 shall be made
18 payable to the Center for Environmental Health and associated with taxpayer identification
19 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
20 Street, San Francisco, CA 94117.

21 5.2.2 \$5,710 as an Additional Settlement Payment (“ASP”) to CEH pursuant to
22 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
23 intends to restrict use of the ASPs received from this Consent Judgment to the following
24 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH
25 programs and activities that seek to educate the public about acrylamide and other toxic
26 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
27 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
28 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
obtain and maintain adequate records to document that ASPs are spent on these activities and
CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any

1 request from the Attorney General. The payment pursuant to this Section shall be made payable
2 to the Center for Environmental Health and associated with taxpayer identification number 94-
3 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
4 Francisco, CA 94117.

5 5.2.3 \$31,670 as a reimbursement of a portion of CEH's reasonable attorneys'
6 fees and costs. The attorneys' fees and cost reimbursement shall be made payable to the
7 Lexington Law Group and associated with taxpayer identification number 94-3317175. This
8 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
9 94117.

10 5.3 **Joint and Several But Singular Obligation.** Any payment required to be made
11 by Settling Defendants under Section 4 or Section 5 of this Consent Judgment shall be a joint and
12 several but singular obligation of J & J Snack Foods Sales Corp. and J & J Snack Foods Corp. of
13 California, such that any payment need only be paid once, whether from J & J Snack Foods Sales
14 Corp., J & J Snack Foods Corp. of California, or by both companies contributing a share of each
15 payment.

16 **6. MODIFICATION AND DISPUTE RESOLUTION**

17 6.1 **Modification.** This Consent Judgment may be modified from time to time by
18 express written agreement of the Parties, with the approval of the Court, or by an order of this
19 Court upon motion and in accordance with law.

20 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
21 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to
22 modify the Consent Judgment.

23 **7. CLAIMS COVERED AND RELEASE**

24 7.1 Provided that Settling Defendants comply in full with their obligations under
25 Section 5 hereof, this Consent Judgment is a full, final and binding resolution between CEH on
26 behalf of itself and the public interest and Settling Defendants and their parents, subsidiaries,
27 affiliated entities that are under common ownership, directors, officers, employees, agents,

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1 shareholders, successors, assigns, and attorneys (“Defendant Releasees”), and all entities to
2 which Settling Defendants directly or indirectly distribute or sell Covered Products, including but
3 not limited to distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees
4 (“Downstream Defendant Releasees”), of any violation of Proposition 65 based on failure to warn
5 about alleged exposure to acrylamide contained in Covered Products that were manufactured,
6 purchased, distributed, or sold by Settling Defendants prior to the Compliance Date.

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

15 Provided that Settling Defendants comply in full with their obligations under Section 5
16 hereof, CEH, in its individual capacity only and not in its representative capacity, also provides a
17 release to Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees
18 which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes
19 of action, obligations, costs, expenses, attorneys’ fees, damages, losses, claims, liabilities, and
20 demands of CEH of any nature, character, or kind, whether known or unknown, suspected or
21 unsuspected, arising out of alleged or actual exposures to acrylamide in the Covered Products
22 manufactured, purchased, distributed, or sold by Settling Defendants before the Compliance
23 Date.

24 7.3 Provided that Settling Defendants comply in full with its obligations under Section
25 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendants shall
26 constitute compliance with Proposition 65 by Settling Defendants, Defendant Releasees and
27 Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in
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1 Covered Products purchased, manufactured, distributed, or sold by Settling Defendants on and
2 after the Compliance Date.

3 **8. PROVISION OF NOTICE**

4 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
5 notice shall be sent by first class and electronic mail to:

6 Howard Hirsch
7 Lexington Law Group
8 503 Divisadero Street
9 San Francisco, CA 94117
10 hhirsch@lexlawgroup.com

11 8.2 When Settling Defendants are entitled to receive any notice under this Consent
12 Judgment, the notice shall be sent by first class and electronic mail to:

13 Sarah Esmaili
14 Arnold & Porter Kaye Scholer LLP
15 3 Embarcadero Center, Suite 1000
16 San Francisco, CA 94111
17 sarah.esmaili@apks.com

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

20 **9. COURT APPROVAL**

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

25 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
26 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
27 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

28 **10. GOVERNING LAW AND CONSTRUCTION**

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

1 **11. ATTORNEYS' FEES**

2 11.1 A Party who unsuccessfully brings or contests an action, motion, or application
3 arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable
4 attorneys' fees and costs.

5 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of
6 sanctions pursuant to law.

7 **12. ENTIRE AGREEMENT**

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

22 **13. RETENTION OF JURISDICTION**

23 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
24 Consent Judgment.

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

16. EXECUTION IN COUNTERPARTS

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

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


IOANA PETROU

Dated: 10/30/18

Judge of the Superior Court

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IT IS SO STIPULATED:

Dated: <u>17 Aug</u> , 2018	CENTER FOR ENVIRONMENTAL HEALTH  _____ Signature <u>CHARLIE PIZARRO</u> _____ Printed Name <u>ASSOCIATE DIRECTOR</u> _____ Title
Dated: _____, 2018	J & J SNACK FOODS SALES CORP. _____ Signature _____ Printed Name _____ Title
Dated: _____, 2018	J & J SNACK FOODS CORP. OF CALIFORNIA _____ Signature _____ Printed Name _____ Title

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IT IS SO STIPULATED:



<p>Dated: _____, 2018</p>	<p>CENTER FOR ENVIRONMENTAL HEALTH</p> <hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p>
<p>Dated: <u>8-16</u>, 2018</p>	<p>J & J SNACK FOODS SALES CORP.</p> <hr/> <p></p> <p>Signature</p> <hr/> <p><u>GERALD G LAW</u></p> <p>Printed Name</p> <hr/> <p><u>Senior Vice President</u></p> <p>Title</p>
<p>Dated: <u>8-16</u>, 2018</p>	<p>J & J SNACK FOODS CORP. OF CALIFORNIA</p> <hr/> <p></p> <p>Signature</p> <hr/> <p><u>GERALD G LAW</u></p> <p>Printed Name</p> <hr/> <p><u>Senior Vice President</u></p> <p>Title</p>

EXHIBIT A

Newman's Own Ginger Snaps

Newman's Own Spelt Ginger Snaps

Newman's Own Ginger-O's