

ENDORSED
FILED
ALAMEDA COUNTY

MAR 02 2020

CLERK OF THE SUPERIOR COURT
By Michelle Hawkins
Dandy

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

CENTER FOR ENVIRONMENTAL HEALTH,

Plaintiff,

v.

ADF FOODS (USA) LTD., *et al.*,

Defendants.

Case No. RG 18-929153

~~PROPOSED~~ CONSENT JUDGMENT
AS TO ADF FOODS (USA) LTD. AND
ADF FOODS LTD.

1. INTRODUCTION

1.1 The Parties to this Consent Judgment are the Center for Environmental Health ("CEH"), a California non-profit corporation, and ADF Foods (USA) Ltd., a Delaware corporation ("ADF USA") and its parent, ADF Foods Ltd., an Indian corporation ("ADF"). ADF and ADF USA are referred to herein as "Settling Defendants." CEH and Settling Defendants (the "Parties") enter into this Consent Judgment to settle certain claims asserted by CEH against Settling Defendants as set forth in the operative complaint ("Complaint") in the above-captioned

1 matter. This Consent Judgment covers the lead content of Truly Indian brand simmer sauces
2 (“Covered Products”) that are sold, distributed or offered for sale to consumers in the State of
3 California.

4 1.2 On September 7, 2018 (as to ADF Foods USA) and on July 2, 2019 (as to ADF),
5 CEH provided 60-day Notices of Violation of Proposition 65 to the California Attorney General,
6 the District Attorneys of every county in California, the City Attorneys of every California city
7 with a population greater than 750,000 and to Settling Defendants, alleging that Settling
8 Defendants violated Proposition 65 by exposing persons to lead and lead compounds (“Lead”)
9 contained in Covered Products without first providing a clear and reasonable Proposition 65
10 warning.

11 1.3 Settling Defendants are each a corporation or other business entity that
12 manufactures, distributes, sells or offers for sale Covered Products that are sold in the State of
13 California.

14 1.4 On November 19, 2018, CEH filed the Complaint in the above-captioned matter,
15 naming ADF USA as an original defendant in the action. On the Effective Date which will be
16 after the 60-Day Notice as to ADF runs, the operative complaint in this matter is hereby deemed
17 amended to name such entity as a defendant in this matter.

18 1.5 Each Settling Defendant agrees it is jointly and severally liable for any and all
19 liability related to alleged violations of Proposition 65 regarding failure to warn about exposures
20 to Lead in Covered Products, and further agrees that ADF and ADF USA are jointly and
21 severally liable for compliance with the terms of this Consent Judgment.

22 1.6 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 Defendants as to the acts alleged in the Complaint, that venue is proper
25 in the County of Alameda and that this Court has jurisdiction to enter and enforce this Consent
26 Judgment as a full and final resolution of all claims which were or could have been raised in the
27 Complaint based on the facts alleged therein with respect to Covered Products manufactured,
28

distributed or sold by Settling Defendants.

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

2. INJUNCTIVE RELIEF

2.1 **Reformulation of Covered Products.** As of the date of approval of this Consent Judgment by the Court (the “Effective Date”), Settling Defendants shall not purchase, manufacture, ship, sell or offer for sale Covered Products that will be sold or offered for sale in California that contain a concentration of more than 10 parts per billion (“ppb”) Lead by weight (the “Reformulation Level”), such concentration to be determined by use of a test performed by an accredited laboratory using inductively coupled plasma mass spectrometry (ICP-MS) equipment with a level of detection of no greater than 50% of the Reformulation Level that meets standard laboratory QA/QC requirements.

2.2 **Good Faith Commitment to Pursue Further Lead Reduction.** Settling Defendants shall continue to take, or cause to be taken, good faith and commercially reasonable efforts to further reduce the Lead content of the Covered Products to the lowest level currently feasible, with a goal of Covered Products having a consistent Lead content of 4 ppb or less. The term “lowest level currently feasible” in this Section shall have the same meaning as that in Title 21, Code of Federal Regulations, Section 110.110, subdivision (c) (2001). As part of these efforts, Settling Defendants shall continue to use good agricultural or manufacturing practices to meet this targeted goal, further adjust recipes and formulas that will reduce Lead content in Covered Products and attempt to secure Covered Product ingredients such as ginger with lower

1 Lead content. Within fifteen (15) days of the Effective Date, and annually thereafter for two
2 more years, Settling Defendants shall submit to CEH a written report of the activities they have
3 undertaken to effectuate their good faith commitment under this paragraph. If Settling
4 Defendants have test results demonstrating to CEH's reasonable satisfaction that all of their
5 Covered Products have a consistent Lead content of 4 ppb or less and they provide such
6 documentation to CEH, or if CEH and Settling Defendants otherwise agree in writing, then
7 Settling Defendants need not submit any subsequent annual reports to CEH pursuant to this
8 paragraph.

9 **2.3 Serving Size Modifications.** Settling Defendants shall modify the Nutrition Facts
10 Panel on the Covered Products and all other references to the serving size of the Covered
11 Products as set forth in this Section. The suggested serving size shall be 125 grams. Any
12 recommended preparations or recipes on the labels or other printed marketing or promotional
13 materials for Covered Products designed and produced after the Effective Date, or on internet,
14 digital or other non-print marketing or promotional materials for Covered Products that are
15 produced by or on behalf of Settling Defendants after the Effective Date, shall reflect ingredient
16 quantities reasonably consistent with and not more than 125% of the suggested serving size.

17 **3. ENFORCEMENT**

18 **3.1 General Enforcement Provisions.** CEH may, by motion or application for an
19 order to show cause before this Court, enforce the terms and conditions contained in this Consent
20 Judgment. Any action to enforce alleged violations of Section 2.1 by a Settling Defendant shall
21 be brought exclusively pursuant to this Section 3, and be subject to the meet and confer
22 requirement of Section 3.2.4 if applicable.

23 **3.2 Enforcement of Reformulation Commitment.**

24 **3.2.1 Notice of Violation.** Settling Defendants represent that the Covered
25 Products currently offered for sale are labelled with a "Best By" date that is 24 months after the
26 month in which such Covered Products are manufactured. Accordingly, in the event that CEH
27 identifies a Covered Product with best-by or sell-by (or equivalent) date more than 24 months
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1 after the Effective Date, and for which CEH has laboratory test results showing that the Covered
2 Product has a Lead level exceeding the Reformulation Level, CEH may issue a Notice of
3 Violation pursuant to this Section.

4 3.2.2 Service of Notice of Violation and Supporting Documentation.

5 3.2.2.1 A Notice of Violation issued pursuant to Section 3.2.1 shall be sent
6 to the person(s) identified in Section 7.2 to receive notices for the Settling Defendant alleged to
7 be violating the Consent Judgment, and must be served within sixty (60) days of the date the
8 Covered Products at issue were purchased or otherwise acquired by CEH, provided, however,
9 that CEH may have up to an additional sixty (60) days to send the Notice of Violation if,
10 notwithstanding CEH's good faith efforts, the test data required by Section 3.2.2.2 below cannot
11 be obtained by CEH from its laboratory before expiration of the initial sixty (60) day period.

12 3.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date
13 the alleged violation was observed; (b) the location at which the Covered Products were offered
14 for sale; (c) a description of the Covered Products giving rise to the alleged violation, including
15 the name and address of the retail entity from which the sample was obtained and if available
16 information that identifies the product lot; and (d) all test data obtained by CEH regarding the
17 Covered Products and supporting documentation sufficient for validation of the test results,
18 including any laboratory reports, quality assurance reports and quality control reports associated
19 with testing of the Covered Products.

20 3.2.3 Notice of Election of Response. No more than thirty (30) days after
21 effectuation of service of a Notice of Violation, the Settling Defendant shall provide written
22 notice to CEH whether it elects to contest the allegations contained in a Notice of Violation
23 ("Notice of Election"). Failure to provide a Notice of Election within thirty (30) days of
24 effectuation of service of a Notice of Violation shall be deemed an election to contest the Notice
25 of Violation.

26 3.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
27 include all then-available documentary evidence regarding the alleged violation, including all test
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1 data, if any is available. If the Settling Defendant or CEH later acquires additional test or other
2 data regarding the alleged violation, it shall notify the other party and promptly provide all such
3 data or information to the party.

4 3.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and the
5 Settling Defendant shall meet and confer to attempt to resolve their dispute. Within thirty (30)
6 days of serving a Notice of Election contesting a Notice of Violation, the Settling Defendant may
7 withdraw the original Notice of Election contesting the violation and serve a new Notice of
8 Election to not contest the violation, provided, however, that, in this circumstance, the Settling
9 Defendant shall pay \$2,500 in addition to any payment required under this Consent Judgment. At
10 any time, CEH may withdraw a Notice of Violation, in which case for purposes of this Section
11 3.2 the result shall be as if CEH never issued any such Notice of Violation. If no informal
12 resolution of a Notice of Violation results within thirty (30) days of a Notice of Election to
13 contest, CEH may file an enforcement motion or application pursuant to Section 3.1. In any such
14 proceeding, CEH may seek whatever fines, costs, penalties, attorneys' fees or other remedies are
15 provided by law for failure to comply with the Consent Judgment.

16 3.2.5 Non-Contested Notices. If the Settling Defendant elects to not contest
17 the allegations in a Notice of Violation, it shall undertake corrective action(s) and make
18 payments, if any, as set forth below.

19 3.2.5.1 The Settling Defendant shall include in its Notice of Election a
20 detailed description with supporting documentation of the corrective action(s) that it has
21 undertaken or proposes to undertake to address the alleged violation. Any such correction shall,
22 at a minimum, provide reasonable assurance that all Covered Products having the same lot
23 number as that of the Covered Product identified in CEH's Notice of Violation (the "Noticed
24 Covered Products") will not be thereafter sold or offered for sale to California consumers, that the
25 Noticed Covered Products are removed from the California market and that the Settling
26 Defendant has sent instructions to any of its stores and/or customers that offer the Noticed
27 Covered Products for sale to cease offering the Noticed Covered Products for sale to California
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1 consumers and to either return all such Noticed Covered Products to the Settling Defendant for
2 destruction, or to directly destroy such Noticed Covered Products. The Settling Defendant shall
3 keep and make available to CEH for inspection and copying records of any correspondence
4 regarding the market withdrawal and destruction of the Noticed Covered Products. If there is a
5 dispute over the corrective action, the Settling Defendant 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 type of Covered Product. Settling Defendant may be excused from the
8 recall obligation described in Section 3.2.5.1 (but not the monetary payments, if any, required by
9 this Section 3) if Settling Defendant produces all test results from the same lot as that of the
10 Noticed Covered Product and:

- 11 A. There a minimum of five test results;
- 12 B. No single test result is more than 125% greater than the applicable Reformulation
13 Level; and
- 14 C. The arithmetic average of all test results is below the applicable Reformulation
15 Level.

16 3.2.5.2 If the Notice of Violation is the first, second, third or fourth Notice
17 of Violation received by the Settling Defendant under Section 3.2.1 that was not successfully
18 contested or withdrawn, then the Settling Defendant shall pay \$10,000 for each Notice of
19 Violation. If the Settling Defendant has received more than four (4) Notices of Violation under
20 Section 3.2.1 that were not successfully contested or withdrawn, then the Settling Defendant shall
21 pay \$20,000 for each Notice of Violation. If the Settling Defendant produces with its Notice of
22 Election test data for the Covered Product that: (i) was conducted in the year prior to the date
23 CEH purchased the Covered Product that is the subject of the Notice of Violation; (ii) was
24 conducted on the Covered Product that was the subject of the Notice of Violation; and
25 (iii) demonstrates Lead levels below the Reformulation Level, then any payment under this
26 Section shall be reduced by fifty percent (50%).
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1 3.2.6 Payments. Any payments under Section 3.2 shall be made by check
2 payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a
3 Notice of Election triggering a payment and which shall be used as reimbursement for costs for
4 investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse
5 attorneys’ fees and costs incurred in connection with these activities.

6 3.3 **Repeat Violations.** If the Settling Defendant has received five (5) or more
7 Notices of Violation concerning the same type of Covered Product that were not successfully
8 contested or withdrawn in any twelve (12) month period then, at CEH’s option, CEH may seek
9 whatever fines, costs, penalties, attorneys’ fees or other remedies that are provided by law for
10 failure to comply with the Consent Judgment. Prior to seeking such relief, CEH shall meet and
11 confer with the Settling Defendant for at least thirty (30) days to determine if the Settling
12 Defendant and CEH can agree on measures that the Settling Defendant can undertake to prevent
13 future violations.

14 **4. PAYMENTS**

15 4.1 **Payments by Settling Defendants.** Settling Defendants shall jointly and
16 severally be liable for the payment of the total sum of \$95,000 as a settlement payment as further
17 set forth in this Section 4. These payments shall be made according to the following schedule: (a)
18 \$47,500 on or before ten (10) days after the Effective Date; and (b) \$47,500 on or before
19 December 15, 2019. If any payment set forth in this Section 4 is not made by ADF and ADF
20 USA in the amounts and on the dates specified in Section 4 of the Consent Judgment, ADF and
21 ADF USA shall be jointly and severally liable for any late fees, attorneys’ fees or interest
22 recoverable under the Consent Judgment.

23 4.2 **Allocation of Payments.** The total settlement amount shall be paid in two (2)
24 payments each consisting of four (4) separate checks in the amounts specified below and
25 delivered as set forth below. Any failure by Settling Defendants to comply with the payment
26 terms herein shall be subject to a stipulated late fee to be paid by Settling Defendants in the
27 amount of \$100 for each day the full payment is not received after the applicable payment due
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1 date set forth in Section 4.1. The late fees required under this Section shall be recoverable,
2 together with reasonable attorneys' fees, in an enforcement proceeding brought pursuant to
3 Section 3 of this Consent Judgment. The funds paid by Settling Defendants shall be allocated as
4 set forth below between the following categories and made payable as follows:

5 4.2.1 Settling Defendants shall pay \$16,476 as a civil penalty pursuant to Health
6 & Safety Code §25249.7(b). The civil penalty payment shall be apportioned in accordance with
7 Health & Safety Code §25249.12 (25% to CEH and 75% to the State of California's Office of
8 Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of
9 the civil penalty payment for \$12,357 shall be made payable to OEHHA and associated with
10 taxpayer identification number 68-0284486. This total amount shall be made in two payments of
11 \$6,178.50 each, and delivered as follows:

12 For United States Postal Service Delivery:

13 Attn: Mike Gyurics
14 Fiscal Operations Branch Chief
15 Office of Environmental Health Hazard Assessment
P.O. Box 4010, MS #19B
Sacramento, CA 95812-4010

16 For Non-United States Postal Service Delivery:

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

20 The CEH portion of the civil penalty payment for \$4,119 shall be made
21 payable to the Center for Environmental Health and associated with taxpayer identification
22 number 94-3251981. This total amount shall be made in two payments of \$2,059.50 each, and
23 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

24 4.2.2 Settling Defendants shall pay \$12,354 as an Additional Settlement
25 Payment ("ASP") to CEH pursuant to Health & Safety Code §25249.7(b), and California Code of
26 Regulations, Title 11, §3204. CEH intends to place these funds in CEH's Toxics in Food Fund
27 and use them to support CEH programs and activities that seek to educate the public about lead
28 and other toxic chemicals in food, to work with the food industry and agriculture interests to

1 reduce exposure to lead and other toxic chemicals in food, and to thereby reduce the public health
2 impacts and risks of exposure to lead and other toxic chemicals in food sold in California. CEH
3 shall obtain and maintain adequate records to document that ASPs are spent on these activities
4 and CEH agrees to provide such documentation to the Attorney General within thirty days of any
5 request from the Attorney General. The payments pursuant to this Section shall be made payable
6 to the Center for Environmental Health and associated with taxpayer identification number 94-
7 3251981. The total amount due under this Section shall be made in two payments of \$6,177
8 each, and delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

9 4.2.3 Settling Defendants shall pay \$66,170 as a reimbursement of a portion of
10 CEH's reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement shall be
11 made payable to the Lexington Law Group and associated with taxpayer identification number
12 94-3317175. The total amount due under this Section shall be made in two payments of \$33,085
13 each, and delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

14 4.2.4 To summarize, Settling Defendants shall deliver checks made out to the
15 payees and in the amounts set forth below:

16 **First Payment: Total \$47,500 – Due Ten (10) Days After the Effective Date**

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$6,178.50	OEHHA per Section 4.2.1
Center for Environmental Health	Penalty	\$2,059.50	LLG
Center for Environmental Health	ASP	\$6,177	LLG
Lexington Law Group	Fee & Cost	\$33,085	LLG

22 **Second Payment: Total \$47,500 – Due December 15, 2019**

Payee	Type	Amount	Deliver To
OEHHA	Penalty	\$6,178.50	OEHHA per Section 4.2.1
Center for Environmental Health	Penalty	\$2,059.50	LLG
Center for Environmental Health	ASP	\$6,177	LLG

Lexington Law Group	Fee & Cost	\$33,085	LLG
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5. MODIFICATION AND DISPUTE RESOLUTION

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

5.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to modify the Consent Judgment.

6. CLAIMS COVERED AND RELEASE

6.1 Provided that Settling Defendants comply in full with their obligations under Section 4 hereof, this Consent Judgment is a full, final and binding resolution between CEH on behalf of itself and the public interest and Settling Defendants and their parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, agents, shareholders, successors, assigns and attorneys ("Defendant Releasees"), and all entities to which Settling Defendants distribute or sell Covered Products, such as distributors, wholesalers, customers, retailers, franchisees, licensors and licensees, including ZB Importing, Inc.; KeHE Distributors, LLC; and SF Markets, LLC ("Downstream Defendant Releasees"), of any violation of Proposition 65 based on failure to warn about alleged exposure to Lead contained in Covered Products that were sold, distributed or offered for sale by Settling Defendants prior to the Effective Date.

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

1 Date.

2 6.3 Provided that Settling Defendants comply in full with their obligations under
3 Section 4 hereof, compliance with the terms of this Consent Judgment by Settling Defendants and
4 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendants,
5 their Defendant Releasees and their Downstream Defendant Releasees with respect to any alleged
6 failure to warn about Lead in Covered Products manufactured, distributed or sold by Settling
7 Defendants after the Effective Date.

8 **7. PROVISION OF NOTICE**

9 7.1 When CEH is entitled to receive any notice under this Consent Judgment, the
10 notice shall be sent by first class and electronic mail to:

11 Eric S. Somers
12 Lexington Law Group
13 503 Divisadero Street
14 San Francisco, CA 94117
esomers@lexlawgroup.com

15 7.2 When a Settling Defendant is entitled to receive any notice under this Consent
16 Judgment, the notice shall be sent by first class and electronic mail to:

17 Corrie L. Plant
18 Bick Law LLP
19 520 Newport Center Drive, Suite 750
20 Newport Beach, CA 92660
cplant@bicklawllp.com

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

23 **8. COURT APPROVAL**

24 8.1 This Consent Judgment shall become effective upon the date signed by CEH and
25 Settling Defendants, whichever is later, provided however, that CEH shall prepare and file a
26 Motion for Approval of this Consent Judgment and Settling Defendants shall support approval of
27 such Motion.

1 8.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
2 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
3 purpose.

4 **9. GOVERNING LAW AND CONSTRUCTION**

5 9.1 The terms of this Consent Judgment shall be governed by the laws of the State of
6 California.

7 **10. ATTORNEYS' FEES**

8 10.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
9 Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs
10 unless the unsuccessful Party has acted with substantial justification. For purposes of this
11 Consent Judgment, the term substantial justification shall carry the same meaning as used in the
12 Civil Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

13 10.2 Notwithstanding Section 10.1, a Party who prevails in a contested enforcement
14 action brought pursuant to Section 3 may seek an award of attorneys' fees pursuant to Code of
15 Civil Procedure §1021.5 against a Party that acted with substantial justification. The Party
16 seeking such an award shall bear the burden of meeting all of the elements of §1021.5, and this
17 provision shall not be construed as altering any procedural or substantive requirements for
18 obtaining such an award.

19 10.3 Nothing in this Section 10 shall preclude a party from seeking an award of
20 sanctions pursuant to law.

21 **11. ENTIRE AGREEMENT**

22 11.1 This Consent Judgment contains the sole and entire agreement and understanding
23 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
24 negotiations, commitments or understandings related thereto, if any, are hereby merged herein
25 and therein. There are no warranties, representations or other agreements between the Parties
26 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
27 other than those specifically referred to in this Consent Judgment have been made by any Party
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1 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
2 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
3 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
4 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
5 modification, waiver or termination of this Consent Judgment shall be binding unless executed in
6 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
7 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
8 whether or not similar, nor shall such waiver constitute a continuing waiver.

9 **12. RETENTION OF JURISDICTION**

10 12.1 This Court shall retain jurisdiction of this matter to implement or modify the
11 Consent Judgment.

12 **13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

13 13.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
14 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
15 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

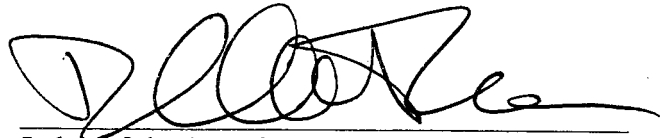
17 14.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
18 against an entity that is not a Settling Defendant on terms that are different from those contained
19 in this Consent Judgment.

20 **15. EXECUTION IN COUNTERPARTS**

21 15.1 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.

1 IT IS SO ORDERED, ADJUDGED,
2 AND DECREED


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4 Dated: MAR 02 2020


Judge of the Superior Court

6 IT IS SO STIPULATED:
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8
9 Dated: 7/25, 2019

CENTER FOR ENVIRONMENTAL HEALTH


Signature

Michael Green
Printed Name

CEO
Title

18 Dated: _____, 2019

ADF FOODS (USA) LTD.

Signature

Printed Name

Title

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

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4 Dated: _____

Judge of the Superior Court

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6 **IT IS SO STIPULATED:**
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8 Dated: _____, 2019
9

CENTER FOR ENVIRONMENTAL HEALTH

10
11 _____
Signature

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13 _____
Printed Name

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15 _____
Title
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18 Dated: JULY 29, 2019
19

ADF FOODS (USA) LTD.

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21 _____
Signature

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23 BIMAL THAKKAR
Printed Name

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25 MANAGING DIRECTOR
Title
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Dated: JULY 29, 2019

ADF FOODS LTD.



Signature

SHALAKA OVALEKAR

Printed Name

COMPANY SECRETARY

Title