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FILED
ALAMEDA COUNTY

SEP 19 2019

CLERK OF THE SUPERIOR COURT

By *[Signature]* Deputy

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

CENTER FOR ENVIRONMENTAL HEALTH,)	Case No. RG 18-928947
)	
Plaintiff,)	PROPOSED CONSENT JUDGMENT
)	AS TO DICKINSON FROZEN FOODS,
v.)	INC.
)	
GALLERIA MARKET, LP, <i>et al.</i> ,)	
)	
Defendants.)	
)	
_____)	

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" shall mean hash brown potato products, including but not limited to hash browns, hash brown patties, tater tots, and tater puffs sold by Settling Defendant that

1 have been or will be sold or offered for sale to California consumers. Specific non-exclusive
2 examples of Covered Products sold in the past by Settling Defendant are listed on Exhibit A.

3 1.4 “Effective Date” means the date on which notice of entry of this Consent Judgment
4 is by the Court is served upon Settling Defendant.

5 **2. INTRODUCTION**

6 2.1 The Parties to this Consent Judgment are the Center For Environmental Health
7 (“CEH”), a California non-profit corporation, and Dickinson Frozen Foods, Inc. (“Settling
8 Defendant”). CEH and Settling Defendant (the “Parties”) enter into this Consent Judgment to settle
9 certain claims asserted by CEH against Settling Defendant as set forth in Complaint.

10 2.2 On November 9, 2018, CEH issued a 60-day Notice of Violation of Proposition 65 to
11 the California Attorney General, to the District Attorneys of every county in California, to the City
12 Attorneys of every California city with a population greater than 750,000, and to Settling
13 Defendant, alleging that Settling Defendant violated Proposition 65 by exposing persons to
14 acrylamide in excess of the warning threshold when using Covered Products under the provided
15 directions for use, without first providing a clear and reasonable Proposition 65 warning.

16 2.3 Settling Defendant is a corporation or other business entity that employs ten or more
17 people and manufactures, distributes, sells, or offers for sale Covered Products that are sold in the
18 State of California or has done so in the past.

19 2.4 On November 16, 2018, CEH filed the original complaint in this action. On January
20 18, 2019, CEH filed the Complaint, naming Settling Defendant as a defendant in the action.

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

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

10 **3. INJUNCTIVE RELIEF**

11 3.1 **Reformulation of Covered Products.** Beginning on the Compliance Date, Settling
12 Defendant shall not purchase or manufacture any Covered Product that will be sold or offered for
13 sale in California that exceeds the following acrylamide concentration limits (the “Reformulation
14 Levels”):

15 3.1.1 The average acrylamide concentration of Covered Products as used per
16 cooking instructions, shall not exceed, on average, 350 parts per billion (“ppb”) by weight (the
17 “Average Level”). The Average Level is determined by randomly selecting and testing at least 1
18 sample each from at least 5 and up to 30 different lots of a particular type of Covered Product (or
19 the maximum number of lots available for testing if fewer than 5) during a testing period of at least
20 60 days. The mean and standard deviation shall be calculated using the sampling data. Any data
21 points that are more than three standard deviations outside the mean shall be discarded once, and the
22 mean and standard deviation recalculated using the remaining data points. The mean determined in
23 accordance with this procedure shall be deemed the “Average Level.”

24 3.1.2 The acrylamide concentration of any individual unit, as used per cooking
25 instructions, shall not exceed 500 ppb by weight (the “Unit Level”), based on a representative
26 composite sample taken from the individual unit being tested.

1 **3.2 Compliance Testing.** Compliance with the Reformulation Levels shall be
2 determined by use of a test performed by an accredited laboratory using either GC/MS (Gas
3 Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid Chromatograph-Mass Spectrometry) or
4 any other testing method agreed upon by the Parties. Sampling shall be performed in accordance
5 with the sampling protocol attached hereto as Exhibit B, or any other sampling protocol agreed to
6 by Settling Defendant and CEH. Compliance with the Reformulation Levels shall be determined
7 after cooking a Covered Product as if prepared for consumption in accordance with the instructions
8 on the packaging label of that Covered Product. If the label's recommended method includes a
9 range of cooking temperatures or times, the midpoint of those ranges shall be used in evaluating
10 compliance with the Reformulation Levels. Any samples of a Covered Product tested under
11 Sections 3.1.1 and 3.1.2 shall be homogenized before testing for acrylamide content.

12 **4. ENFORCEMENT**

13 **4.1 General Enforcement Provisions.** CEH may, by motion or application for an order
14 to show cause before this Court, enforce the terms and conditions contained in this Consent
15 Judgment. Any action to enforce alleged violations of Section 3.1 by Settling Defendant shall be
16 brought exclusively pursuant to this Section 4, and be subject to the meet and confer requirement of
17 Section 4.2.5, if applicable.

18 **4.2 Enforcement of Reformulation Commitment.**

19 **4.2.1 Covered Product Identification.** Within 30 days after the Compliance Date,
20 each Settling Defendant shall notify CEH of a means sufficient to allow CEH to identify Covered
21 Products manufactured or purchased by that Settling Defendant on or after that date, for example, a
22 unique brand name or characteristic system of product numbering or labeling. Upon written request
23 by CEH, but no more than once in any calendar year, Settling Defendant shall, within 30 days of
24 receiving a request from CEH, update the information provided to CEH pursuant to this Section
25 4.2.1 by notifying CEH of a means sufficient to allow CEH to identify Covered Products currently
26 supplied or offered for sale by each Settling Defendant. If CEH is unable to determine whether a
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1 particular product is a Covered Product as to a Settling Defendant based on the information
2 provided to CEH pursuant to this Section 4.2.1, Settling Defendant shall cooperate in good faith
3 with CEH in determining whether the product at issue is a Covered Product supplied or offered for
4 sale by a Settling Defendant. All information provided to CEH pursuant to this Section 4.2.1 may
5 be designated by Settling Defendant as competitively sensitive confidential business information,
6 and if so designated shall not be disclosed to any person without the written permission of Settling
7 Defendant. Any motions or pleadings or any other court filings that may reveal information
8 designated as competitively sensitive confidential business information pursuant to this Section
9 shall be submitted in accordance with California Rules of Court 8.46 and 2.550, et seq. The
10 provisions of this Section 4.2.1 shall sunset seven years after the Compliance Date.

11 4.2.2 Notice of Violation. In the event that CEH purchases a Covered Product in
12 California that was manufactured, distributed, or sold by a Settling Defendant and that has a best-by
13 or sell-by (or equivalent) date or other code that reflects that the Covered Product was manufactured
14 on or after the Compliance Date and for which CEH has laboratory test results showing that the
15 Covered Product has an acrylamide level exceeding the Unit Level, then CEH may issue a Notice of
16 Violation pursuant to this Section.

17 4.2.3 Service of Notice of Violation and Supporting Documentation.

18 4.2.3.1 The Notice of Violation shall be sent to the person(s) identified in
19 Section 8.2 to receive notices for Settling Defendant, and must be served within sixty (60) days of
20 the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH or
21 the date that CEH can reasonably determine that the Covered Product at issue was manufactured,
22 distributed, or sold by a Settling Defendant, provided, however, that CEH may have up to an
23 additional sixty (60) days to send the Notice of Violation if, notwithstanding CEH's good faith
24 efforts, the test data required by Section 4.2.2.2 below cannot be obtained by CEH from its
25 laboratory before expiration of the initial sixty (60) day period.
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1 enforcement motion or application pursuant to Section 4.1. The parties may extend this thirty (30)
2 day time period by stipulation. In any enforcement proceeding, CEH may seek whatever fines,
3 costs, penalties, attorneys' fees, or other remedies are provided by law for failure to comply with the
4 Consent Judgment.

5 4.2.7 Non-Contested Notices. If Settling Defendant elects to not contest the
6 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if
7 any, as set forth below.

8 4.2.7.1 Settling Defendant shall include in its Notice of Election a detailed
9 description with supporting documentation of the corrective action(s) that it has undertaken or
10 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,
11 provide reasonable assurance that all Covered Products having the same lot number or lot code as
12 that of the Covered Product identified in CEH's Notice of Violation (the "Noticed Covered
13 Products") will not be thereafter be sold or offered for sale in California. Settling Defendant shall
14 make available to CEH for inspection and copying records of non-privileged correspondence
15 sufficient to show market withdrawal of the Noticed Covered Products to the extent it has such
16 documents on file. If the Notice of Violation is based on a violation of the Unit Level with respect
17 to a single Covered Product, Settling Defendant will be excused from the market withdrawal
18 obligation if Settling Defendant produce test results or other evidence showing that the Noticed
19 Covered Products comply with the Average Level specified in Section 3.1.1. However, to avail
20 themselves of this provision, Settling Defendant must provide CEH with all non-privileged
21 acrylamide test data in its possession, custody, or control pertaining to the type of Covered Product
22 at issue in the Notice of Violation that was performed within the year prior to Settling Defendant
23 producing test results to CEH under this Section 4.2.7.1. If there is a dispute over whether Settling
24 Defendant is excused from the corrective action, Settling Defendant and CEH shall meet and confer
25 before seeking any remedy in court.
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1 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 \$1,930 shall be made payable to
15 the Center For Environmental Health and associated with taxpayer identification number 94-
16 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
17 Francisco, CA 94117.

18 5.2.2 \$5,780 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 the Consent Judgment before the Court to the
21 following purposes: the funds will be placed in CEH's Toxics in Food Fund and used to support
22 CEH 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 CEH
27 agrees to provide such documentation to the Attorney General within thirty (30) days of any request
28 from the Attorney General. The payment pursuant to this Section shall be made payable to the
Center for Environmental Health, associated with taxpayer identification number 94-3251981, and
delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

1 preempted or otherwise unlawful or unconstitutional with respect to products similar to the Covered
2 Products, then Settling Defendant may move to modify this Consent Judgment to conform to such
3 ruling in order to avoid unfair, inconsistent, or anti-competitive results.

4 6.5 **Federal Agency Action and Preemption.** If a court of competent jurisdiction or an
5 agency of the federal government, including, but not limited to, the U.S. Food and Drug
6 Administration, states through any guidance, regulation or legally binding act that federal law has
7 preemptive effect on any of the requirements of this Consent Judgment, then this Consent Judgment
8 may be modified in accordance with the procedure for noticed motions set forth in Section 6.1 to
9 bring it into compliance with or avoid conflict with federal law. Any such modification shall be
10 limited to those changes that are necessary to bring this Consent Judgment into compliance with or
11 avoid conflict with federal law.

12 6.6 Before filing any motion to modify the Consent Judgment, Settling Defendant shall
13 provide written notice to CEH to initiate the meet and confer procedure in Section 6.2. If the
14 Parties do not agree on the proposed modification during informal meet and confer efforts, Settling
15 Defendant may file a motion to modify the Consent Judgment within sixty (60) days of the date of
16 the written notice that Settling Defendant provides to CEH under this Section 6.

17 **7. CLAIMS COVERED AND RELEASE**

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

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

10 Provided that Settling Defendant complies in full with its obligations under Section 5 hereof,
11 CEH, in its individual capacity only and not in its representative capacity, also provides a release to
12 Settling Defendant, Defendant Releasee, and Downstream Defendant Releasee which shall be
13 effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations,
14 costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of CEH of any
15 nature, character, or kind, whether known or unknown, suspected or unsuspected, arising out of
16 alleged or actual exposures to acrylamide in the Covered Products manufactured, distributed, or sold
17 by Settling Defendant prior to the Compliance Date.

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

24 **8. PROVISION OF NOTICE**

25 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the notice
26 shall be sent by first class and electronic mail to:
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Howard Hirsch
Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117
hhirsch@lexlawgroup.com

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

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

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

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9. COURT APPROVAL

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

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This Consent Judgment is not effective until it is approved and entered by the Court. The Parties acknowledge that, pursuant to California Health and Safety Code section 25249.7(f), a noticed motion is required for judicial approval of this Consent Judgment, which motion CEH shall draft and file and Settling Defendant shall support, appearing at the hearing if so requested. If any third party objection to the motion for approval is filed, CEH and Settling Defendant agree to work together to file a response and appear at any hearing.

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If the Court does not approve the Consent Judgment, the Parties agree to meet and confer as to whether to modify the language or appeal the ruling. If the Parties do not jointly agree on a course of action to take, then the case shall proceed in its normal course on the Court's trial calendar. If the

1 Court's approval is ultimately overturned by an appellate court, the Parties shall meet and confer as
2 to whether to modify the terms of this Consent Judgment. If the parties do not jointly agree on a
3 course of action to take then the case shall proceed in its normal course on the Court's trial calendar.
4 In the event that this Consent Judgment is entered by the Court and subsequently overturned by any
5 appellate court, then any monies that have been provided to CEH or its counsel under this Consent
6 Judgment shall be refunded within 15 days of the appellate decision becoming final and the Parties
7 shall reasonably cooperate to obtain a timely refund of monies paid to OEHHA under this Consent
8 Judgment.

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

12 **10. GOVERNING LAW AND CONSTRUCTION**

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

15 **11. ATTORNEYS' FEES**

16 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
17 Judgment shall be required to pay the prevailing Party's reasonable 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 of
22 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 as
25 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
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1 other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed
2 to exist or to bind any of the Parties hereto. Any agreements specifically contained or referenced
3 herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the
4 extent that they are expressly incorporated herein. No supplementation, modification, waiver, or
5 termination of this Consent Judgment shall be binding unless executed in writing by the Party to be
6 bound thereby. No waiver of any of the provisions of this Consent Judgment shall be deemed or
7 shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such
8 waiver constitute a continuing waiver.

9 **13. RETENTION OF JURISDICTION**

10 13.1 This Court shall retain jurisdiction of this matter to implement or modify the Consent
11 Judgment. Notwithstanding the provisions of Section 6, nothing in this Consent Judgment limits or
12 affects the Court's authority to modify this Consent Judgment as provided by law.

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

14 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
15 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and execute
16 the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

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


24 **16. COMPLIANCE WITH REPORTING REQUIREMENTS**

25 16.1 CEH agrees to comply with the reporting form requirements referenced in Health
26 and Safety Code section 25249.7(f).

1 **17. EXECUTION IN COUNTERPARTS**

2 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile or portable document format (pdf), which taken together shall be deemed to
4 constitute one document.

5 **IT IS SO STIPULATED:**

<p>7 Dated: <u>5/2</u>, 2019</p>	<p>CENTER FOR ENVIRONMENTAL HEALTH</p> <p> Signature</p> <p><u>Michael Green</u> Printed Name</p> <p><u>CEO</u> Title</p>
<p>17 Dated: _____, 2019</p>	<p>DICKINSON FROZEN FOODS, INC.</p> <p>_____ Signature</p> <p>_____ Printed Name</p> <p>_____ Title</p>

1 **17. EXECUTION IN COUNTERPARTS**

2 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by
3 means of facsimile or portable document format (pdf), which taken together shall be deemed to
4 constitute one document.

5 **IT IS SO STIPULATED:**

Dated: _____, 2019	CENTER FOR ENVIRONMENTAL HEALTH _____ Signature _____ Printed Name _____ Title
Dated: <u>April 30</u> , 2019	DICKINSON FROZEN FOODS, INC. <u>Steven Schasberger V.P.</u> Signature <u>Steven Schasberger</u> Printed Name <u>Vice President</u> Title

1 IT IS SO ORDERED, ADJUDGED,
2 AND DECREED

3 Dated: 9/19/19


4 _____
5 Judge of the Superior Court

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EXHIBIT A

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Season's Choice Hash Browns
TJ Farms Hash Browns
Winding River Hash Browns

1 **EXHIBIT B**

2 **Sample Preparation Method**

- 3 1. Prepare and cook hash browns according to label instructions.
- 4 2. For a range of cooking time or temperature specified in the label instructions, cook
- 5 according to the midpoint of the range.
- 6 3. In cooking hash browns, an electric skillet with an adjustable temperature gauge (and
- 7 which can be set to the temperature specified in the label instructions) shall be used.
- 8 Temperature shall be validated with an appropriate thermometer.
- 9 4. Immediately remove hash browns from the skillet when cooking time ends.

10 **Sample Analysis – if hash browns are prepared offsite and shipped to lab**

- 11 1. Remove hash browns from the skillet and allow to cool at room temperature for
- 12 5 minutes.
- 13 2. Refrigerate $\leq 40^{\circ}\text{F}$ for 2-2.5 hours, before freezing.
- 14 3. Ship samples for ACR analysis overnight on dry ice.

15 Data recorded for each sample shall include cooking method details including hash brown

16 temperature, canola oil weight used, skillet ID, cook time, cook temperature, and shipping date (as

17 applicable).

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