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**FILED**  
ALAMEDA COUNTY

FEB 26 2021

CLERK OF THE SUPERIOR COURT

By *A. Mendez* Deputy

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

CENTER FOR ENVIRONMENTAL HEALTH,

Plaintiff,

v.

ACH FOOD COMPANIES, INC., *et al.*,

Defendants.

Case No. RG 16-829822

*SM*

**STIPULATED ~~PROPOSED~~  
AMENDED CONSENT JUDGMENT  
AS TO ACH FOOD COMPANIES, INC.  
AND AB WORLD FOODS US, INC.**

1     **1.     INTRODUCTION**

2             1.1    Upon entry, this Amended Consent Judgment supersedes in its entirety the Consent  
3 Judgment entered in this case on December 19, 2018 as to ACH Food Companies, Inc. (“ACH”)  
4 (the “Consent Judgment”). Until this Amended Consent Judgment is entered by the Court, the  
5 Consent Judgment shall remain in effect.

6             1.2    The Parties to the Consent Judgment were the Center for Environmental Health  
7 (“CEH”), a California non-profit corporation, and ACH. AB World Foods US, Inc.  
8 (“ABWFUS”) and ACH are sister company subsidiaries owned by Associated British Foods plc  
9 (“ABF”). ACH was the exclusive distributor of the Covered Products (defined below) sold by  
10 ABF in the United States when the Consent Judgment was entered. Since that time, ACH  
11 assigned ABWFUS the exclusive rights to distribute Covered Products sold by ABF in the United  
12 States. This Amended Consent Judgment adds ABWFUS as a Defendant and adds a successors  
13 and assigns clause to the Consent Judgment

14            1.3    ABWFUS and ACH are referred to herein at “Defendants.” CEH and Defendants  
15 (the “Parties”) enter into this Amended Consent Judgment to settle certain claims asserted by  
16 CEH against ACH as set forth in the operative complaint (“Complaint”) in the above-captioned  
17 matter. This Amended Consent Judgment covers the lead content of Indian pastes and sauces  
18 containing ginger (“Covered Products”), including but not limited to those listed on Exhibit 1  
19 attached hereto, that are sold, distributed or offered for sale by Defendants in the State of  
20 California. For the avoidance of doubt, Covered Products include chutney, pickle and relish  
21 products, as well as meal kits supplied by Defendants that include Indian sauces and pastes as  
22 components.

23            1.4    On June 14, 2016, CEH provided a 60-day Notice of Violation of Proposition 65  
24 to the California Attorney General, the District Attorneys of every county in California, the City  
25 Attorneys of every California city with a population greater than 750,000 and to ACH, alleging  
26 that ACH violated Proposition 65 by exposing persons to lead and lead compounds (“Lead”)

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1 contained in Covered Products without first providing a clear and reasonable Proposition 65  
2 warning.

3 1.5 Defendants are corporations or other business entities that distribute, sell or offer  
4 for sale Covered Products that are sold in the State of California.

5 1.6 On September 2, 2016, CEH filed the Complaint in the above-captioned matter,  
6 naming ACH as a defendant in the action.

7 1.7 For purposes of this Amended Consent Judgment only, the Parties stipulate that  
8 this Court has jurisdiction over the allegations of violations contained in the Complaint and  
9 personal jurisdiction over Defendants as to the acts alleged in the Complaint, that venue is proper  
10 in the County of Alameda and that this Court has jurisdiction to enter and enforce this Amended  
11 Consent Judgment as a full and final resolution of all claims which were or could have been  
12 raised in the Complaint based on the facts alleged therein with respect to Covered Products  
13 manufactured, distributed or sold by Defendants.

14 1.8 Nothing in this Amended Consent Judgment is or shall be construed as an  
15 admission by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall  
16 compliance with the Amended Consent Judgment constitute or be construed as an admission by  
17 the Parties of any fact, conclusion of law, issue of law or violation of law. Nothing in this  
18 Amended Consent Judgment shall prejudice, waive or impair any right, remedy, argument or  
19 defense the Parties may have in any other pending or future legal proceedings. This Amended  
20 Consent Judgment is the product of negotiation and compromise and is accepted by the Parties  
21 solely for purposes of settling, compromising and resolving issues disputed in this Action.

22 **2. INJUNCTIVE RELIEF**

23 2.1 **Reformulation of Covered Products.** As of the Reformulation Date for each  
24 Covered Product set forth below, Defendants shall not purchase, manufacture, ship, or sell  
25 Covered Products that will be sold or offered for sale in California that contain a concentration of  
26 more than the Reformulation Level set forth below in parts per billion ("ppb") Lead by weight,  
27 such concentration to be determined by use of a test performed by an accredited laboratory using  
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1 inductively coupled plasma mass spectrometry (ICP-MS) equipment with a level of detection of  
2 no greater than 50% of the Reformulation Level that meets standard laboratory QA/QC  
3 requirements.

4           2.1.1 For Covered Products that are Indian sauce products, including but not  
5 limited to those identified as such on Exhibit 1 (“Sauce Products”), the Reformulation Level shall  
6 be 25 ppb. As set forth in Section 2.2, no Sauce Product may have a suggested serving size  
7 exceeding one-quarter cup or 70 grams (g).

8           2.1.2 For Covered Products that are Indian paste products, including but not  
9 limited to those identified as such on Exhibit 1 (“Paste Products”), the Reformulation Level shall  
10 be 100 ppb. As set forth in Section 2.2, no Paste Product may have a suggested serving size  
11 exceeding one (1) tablespoon or 18 g. Covered Products that contain both Sauce Products and  
12 Paste Products (i.e., Patak’s 3 Simple Steps meal kits) shall be deemed compliant if the Non-  
13 Sauce Product and Sauce Product components comply with their respective reformulation levels.

14           2.1.3 For Covered Products that are Indian pickle relish and chutney products,  
15 including but not limited to those identified as such on Exhibit 1 (“Relish Products”), the  
16 Reformulation Level shall be 60 ppb. As set forth in Section 2.2, no Relish Product may have a  
17 suggested serving size exceeding one (1) tablespoon or 21 g.

18           2.1.4 The Reformulation Date for a Covered Product shall be:

19                   2.1.4.1 For Covered Products not listed on Exhibit 1 and Covered  
20 Products identified on Exhibit 1 as Category A Covered Products the Reformulation Date shall be  
21 December 19, 2018 (the “Effective Date”).

22                   2.1.4.2 For Covered Products identified on Exhibit 1 as Category B  
23 Covered Products the Reformulation Date shall be the date one year after the Effective Date.

24                   2.1.4.3 For Covered Products identified on Exhibit 1 as Category C  
25 Covered Products the Reformulation Date shall be the date eighteen months after the Effective  
26 Date.

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1           **2.2 Serving Size Modifications.** Defendants shall modify the Nutrition Facts Panel  
2 on the Covered Products and all other references to the serving size of the Covered Products as  
3 set forth in this Section. For Sauce Products, the suggested serving size shall be one-quarter (1/4)  
4 cup and no greater than 70 grams. For Paste Products, the suggested serving size shall be one (1)  
5 tablespoon and no greater than 18 grams. For Relish Products, the suggested serving size shall be  
6 one (1) tablespoon and no greater than 21 grams. Any recommended preparations or recipes on  
7 the labels or other printed marketing or promotional materials for the Covered Products designed  
8 and produced after the Effective Date, or on internet, digital or other non-print marketing or  
9 promotional materials for the Covered Products that are produced by on behalf of Defendants  
10 after October 8, 2018, shall reflect ingredient quantities reasonably consistent with and not more  
11 than 125% of the suggested serving size. The Parties agree that a paste product recipe calling for  
12 four tablespoons that makes three to four servings complies with this requirement.

13           **2.3 Good Faith Commitment to Pursue Further Lead Reduction.** Defendants  
14 shall continue to take, or cause to be taken, good faith and commercially reasonable efforts to  
15 further reduce the Lead content of its Covered Products such that the Sauce and Relish Products  
16 have a consistent Lead content of 8 ppb or less and that the Paste Products have a consistent Lead  
17 content of 28 ppb or less. These efforts shall include, at a minimum, efforts to further adjust  
18 recipes and formulas that will reduce Lead content in Covered Products and attempts to secure  
19 Covered Product ingredients such as ginger with lower Lead content. Within fifteen (15) days of  
20 the Effective Date, and annually thereafter for two more years, Defendants shall submit to CEH a  
21 written report of the activities it has undertaken to effectuate its good faith commitment under  
22 this paragraph. If Defendants have test results demonstrating to CEH's reasonable satisfaction  
23 that all of its Covered Products have a consistent Lead content of 8 ppb or less for Sauce Products  
24 and Relish Products and 28 ppb or less for Paste Products and it provides such documentation to  
25 CEH, or if CEH and Defendants otherwise agree in writing, then Defendants need not submit any  
26 subsequent annual reports to CEH pursuant to this paragraph.

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1 **3. ENFORCEMENT**

2 3.1 **General Enforcement Provisions.** CEH may, by motion or application for an  
3 order to show cause before this Court, enforce the terms and conditions contained in this  
4 Amended Consent Judgment. Any action to enforce alleged violations of Section 2.1 by  
5 Defendants shall be brought exclusively pursuant to this Section 3, and be subject to the meet and  
6 confer requirement of Section 3.2.4 if applicable.

7 3.2 **Enforcement of Reformulation Commitment.**

8 3.2.1 Notice of Violation. In the event that CEH identifies a Covered Product  
9 for which CEH has laboratory test results showing that the Covered Product has a Lead level  
10 exceeding of the Reformulation Level, CEH may issue a Notice of Violation pursuant to this  
11 Section. The Defendant that sold the Covered Product subject to the Notice of Violation may  
12 respond to the Notice of Violation under this Section on behalf of both Defendants.

13 3.2.2 Service of Notice of Violation and Supporting Documentation.

14 3.2.2.1 A Notice of Violation issued pursuant to Section 3.2.1 shall be  
15 sent to the person(s) identified in Section 7.2 to receive notices for Defendants, and must be  
16 served within sixty (60) days of the date the Covered Products at issue were purchased or  
17 otherwise acquired by CEH, provided, however, that CEH may have up to an additional sixty  
18 (60) days to send the Notice of Violation if, notwithstanding CEH's good faith efforts, the test  
19 data required by Section 3.2.2.2 below cannot be obtained by CEH from its laboratory before  
20 expiration of the initial sixty (60) day period.

21 3.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the  
22 date the alleged violation was observed; (b) the location at which the Covered Products were  
23 offered for sale; (c) a description of the Covered Products giving rise to the alleged violation,  
24 including the name and address of the retail entity from which the sample was obtained and if  
25 available information that identifies the product lot; and (d) all test data obtained by CEH  
26 regarding the Covered Products.

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1                   3.2.3 Notice of Election of Response. No more than thirty (30) days after  
2 service of a Notice of Violation, Defendants shall provide written notice to CEH whether it elects  
3 to contest the allegations contained in a Notice of Violation ("Notice of Election"). Failure to  
4 provide a Notice of Election within thirty (30) days of service of a Notice of Violation shall be  
5 deemed an election to contest the Notice of Violation.

6                   3.2.3.1 If a Notice of Violation is contested, the Notice of Election  
7 shall include all then-available documentary evidence regarding the alleged violation, including  
8 all test data, if any is available. If Defendant or CEH later acquires additional test or other data  
9 regarding the alleged violation, it shall notify the other party and promptly provide all such data  
10 or information to the party.

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

23                  3.2.5 Non-Contested Notices. If Defendants elect to not contest the allegations  
24 in a Notice of Violation, they shall undertake corrective action(s) and make payments, if any, as  
25 set forth below.

26                  3.2.5.1 Defendants shall include in the Notice of Election a detailed  
27 description with supporting documentation of the corrective action(s) that they have undertaken  
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1 or proposes to undertake to address the alleged violation. Any such correction shall, at a  
2 minimum, provide reasonable assurance that all Covered Products having the same lot number as  
3 that of the Covered Product identified in CEH's Notice of Violation (the "Noticed Covered  
4 Product") will not be thereafter sold or offered for sale to California consumers, that the Noticed  
5 Covered Products are removed from the California market and that Defendants have sent  
6 instructions to any of the stores and/or customers that offer the Noticed Covered Products for sale  
7 to cease offering the Noticed Covered Products for sale to California consumers and to either  
8 return all such Noticed Covered Products to Defendants for destruction, or to directly destroy  
9 such Noticed Covered Products. Defendants shall keep and make available to CEH for  
10 inspection and copying records any correspondence regarding the market withdrawal and  
11 destruction of the Noticed Covered Products. If there is a dispute over the corrective action,  
12 Defendants and CEH shall meet and confer before seeking any remedy in court. In no case shall  
13 CEH issue more than one Notice of Violation per manufacturing lot of a type of Covered  
14 Product.

15 3.2.5.2 Defendants may be excused from the recall obligation described  
16 in Section 3.2.5.1 (but not the monetary payments, if any, required by this Section 3) if  
17 Defendants produce all test results from the same lot as that of the Noticed Covered Product and:

- 18 A. There a minimum of five test results;  
19 B. No single test result is more than 125% greater than the  
20 applicable Reformulation Level; and  
21 C. The arithmetic average of all test results is below the  
22 applicable Reformulation Level.

23 3.2.5.3 If the Notice of Violation is the first, second, third or fourth  
24 Notice of Violation received by Defendants under Section 3.2.1 that was not successfully  
25 contested or withdrawn, then Defendants shall pay \$10,000 for each Notice of Violation. If  
26 Defendants have received more than four (4) Notices of Violation under Section 3.2.1 that were  
27 not successfully contested or withdrawn, then Defendants shall pay \$15,000 for each Notice of  
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1 Violation. If Defendants produce with its Notice of Election test data for the Covered Product  
2 that: (i) was conducted in the year prior to the date CEH purchased the Covered Product that is  
3 the subject of the Notice of Violation; (ii) was conducted on the Covered Product that was the  
4 subject of the Notice of Violation; and (iii) demonstrates Lead levels below the Reformulation  
5 Level, then any payment under this Section shall be reduced by fifty percent (50%).

6           3.2.6 Payments. Any payments under Section 3.2 shall be made by check  
7 payable to the "Lexington Law Group" and shall be paid within thirty (30) days of service of a  
8 Notice of Election triggering a payment and which shall be used as reimbursement for costs for  
9 investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse  
10 attorneys' fees and costs incurred in connection with these activities.

11           3.3 **Repeat Violations**. If Defendants have received four (4) or more Notices of  
12 Violation concerning the same type (as identified by the same UPC code) of Covered Product  
13 that were not successfully contested or withdrawn in any twelve (12) month period then, at  
14 CEH's option, CEH may seek whatever fines, costs, penalties, attorneys' fees or other remedies  
15 that are provided by law for failure to comply with the Amended Consent Judgment. Prior to  
16 seeking such relief, CEH shall meet and confer with Defendants for at least thirty (30) days to  
17 determine if Defendants and CEH can agree on measures that Defendants can undertake to  
18 prevent future violations.

#### 19 **4. PAYMENTS**

20           4.1 **Payments by Defendant**. In addition to the monetary amounts previously paid  
21 pursuant to the original Consent Judgment, Defendants shall pay the total sum of \$10,000 within  
22 ten days of entry of this Amended Consent Judgment as a reimbursement of CEH's reasonable  
23 attorneys' fees and costs associated with the amendment of the Consent Judgment. The  
24 attorneys' fees and cost reimbursement shall be made payable to the Lexington Law Group and  
25 associated with taxpayer identification number 94-3317175. The Parties acknowledge that the  
26 payments identified below were made pursuant to the Consent Judgment. On or before five (5)  
27 days after the entry of the Consent Judgment, Defendant shall pay the total sum of \$345,000 as a  
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1 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero  
2 Street, San Francisco, CA 94117.

3 4.2.2 An Additional Settlement Payment ("ASP") to CEH in the amount of  
4 \$47,100 pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations,  
5 Title 11, § 3204. CEH intends to restrict use of the ASPs received from the Amended Consent  
6 Judgment to CEH's Toxics in Food Fund and to use such funds to support CEH programs and  
7 activities that seek to educate the public about lead and other toxic chemicals in food, to work  
8 with the food industry and agriculture interests to reduce exposure to lead and other toxic  
9 chemicals in food, and to thereby reduce the public health impacts and risks of exposure to lead  
10 and other toxic chemicals in food sold in California. CEH shall obtain and maintain adequate  
11 records to document that ASPs are spent on these activities and CEH agrees to provide such  
12 documentation to the Attorney General within thirty days of any request from the Attorney  
13 General. The payment pursuant to this Section shall be made payable to the Center for  
14 Environmental Health and associated with taxpayer identification number 94-3251981. This  
15 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA  
16 94117.

17 4.2.3 A reimbursement of a portion of CEH's reasonable attorneys' fees and  
18 costs in the total amount of \$235,100. The attorneys' fees and cost reimbursement check shall be  
19 made payable to the Lexington Law Group and associated with taxpayer identification number  
20 94-3317175. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street,  
21 San Francisco, CA 94117.

22 4.2.4 To summarize, Defendant shall deliver checks made out to the payees and  
23 in the amounts set forth below:

24

25 Payee	Type	Amount	Deliver To
26 OEHHA	Penalty	\$47,100	OEHHA per Section 4.2.1
27 Center For Environmental Health	Penalty	\$15,700	LLG

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1	Center For Environmental Health	ASP	\$47,100	LLG
2	Lexington Law Group	Fee and Cost	\$235,100	LLG

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4 **5. MODIFICATION AND DISPUTE RESOLUTION**

5 5.1 **Modification.** This Amended Consent Judgment may be modified from time to  
6 time by express written agreement of the Parties, with the approval of the Court, or by an order of  
7 this Court upon motion and in accordance with law.

8 5.2 **Notice; Meet and Confer.** Any Party seeking to modify this Amended Consent  
9 Judgment shall attempt in good faith to meet and confer with all affected Parties prior to filing a  
10 motion to modify the Amended Consent Judgment.

11 **6. CLAIMS COVERED AND RELEASE**

12 6.1 Provided that Defendants comply in full with their obligations under Section 4  
13 hereof, this Amended Consent Judgment is a full, final and binding resolution between CEH on  
14 behalf of itself and the public interest and Defendants and their parents, subsidiaries, affiliated  
15 entities that are under common ownership, directors, officers, employees, agents, shareholders,  
16 successors, assigns, and attorneys ("Defendant Releasees"), and all entities to which Defendants  
17 distribute or sell Covered Products, such as distributors, wholesalers, customers, retailers,  
18 franchisees, licensors and licensees ("Downstream Defendant Releasees"), of any violation of  
19 Proposition 65 based on failure to warn about alleged exposure to Lead contained in Covered  
20 Products listed on Exhibit A that were sold, distributed or offered for sale by Defendants prior to  
21 the Effective Date.

22 6.2 Provided that Defendants comply in full with their obligations under Section 4  
23 hereof, CEH, for itself, its agents, successors and assigns, releases, waives and forever discharges  
24 any and all claims against Defendants, Defendant Releasees and Downstream Defendant  
25 Releasees arising from any violation of Proposition 65 or any other statutory or common law  
26 claims that have been or could have been asserted by CEH individually or in the public interest  
27 regarding the failure to warn about exposure to Lead arising in connection with Covered Products  
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1 listed on Exhibit A that were manufactured, distributed or sold by Defendants prior to the  
2 Effective Date.

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

9 **7. PROVISION OF NOTICE**

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

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

17 7.2 When ACH is entitled to receive any notice under this Amended Consent  
18 Judgment, the notice shall be sent by first class and electronic mail to:

19 William F. Tarantino  
20 Morrison & Foerster LLP  
21 425 Market Street, Suite 3300  
22 San Francisco 94105-2482  
23 wtarantino@mof.com

24 Eric Robben, Esq.  
25 Senior Corporate Counsel  
26 Associated British Foods NA  
27 One Parkview Plaza, Suite 500  
28 Oakbrook Terrace, IL 60181  
ERobben@abfamericas.com

29 7.3 When ABWFUS is entitled to receive any notice under this Amended Consent  
30 Judgment, the notice shall be sent by first class and electronic mail to:

31 Greg Sperla  
32 DLA Piper LLP (US)  
33 400 Capitol Mall Suite 2400  
34 Sacramento, California 95814-4428  
35 greg.sperla@dlapiper.com

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

3 **8. COURT APPROVAL**

4 8.1 This Amended Consent Judgment shall become effective upon the date signed by  
5 CEH and Defendants, whichever is later.

6 8.2 If this Amended Consent Judgment is not entered by the Court, it shall be of no  
7 force or effect and shall not be introduced into evidence or otherwise used in any proceeding for  
8 any purpose, however in such case the Consent Judgment shall remain in effect.

9 **9. GOVERNING LAW AND CONSTRUCTION**

10 9.1 The terms of this Amended Consent Judgment shall be governed by the laws of  
11 the State of California.

12 **10. ATTORNEYS' FEES**

13 10.1 A Party who unsuccessfully brings or contests an action arising out of this  
14 Amended Consent Judgment shall be required to pay the prevailing Party's reasonable attorneys'  
15 fees and costs unless the unsuccessful Party has acted with substantial justification. For purposes  
16 of this Amended Consent Judgment, the term substantial justification shall carry the same  
17 meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

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

24 10.3 Nothing in this Section 10 shall preclude a party from seeking an award of  
25 sanctions pursuant to law.

26 **11. ENTIRE AGREEMENT**

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

15 **12. RETENTION OF JURISDICTION**

16 12.1 This Court shall retain jurisdiction of this matter to implement or modify the  
17 Amended Consent Judgment.

18 **13. AUTHORITY TO STIPULATE TO AMENDED CONSENT JUDGMENT**

19 13.1 Each signatory to this Amended Consent Judgment certifies that he or she is fully  
20 authorized by the Party he or she represents to stipulate to this Amended Consent Judgment and  
21 to enter into and execute the Amended Consent Judgment on behalf of the Party represented and  
22 legally to bind that Party.

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

24 14.1 Nothing in this Amended Consent Judgment shall preclude CEH from resolving  
25 any claim against an entity that is not a Defendant on terms that are different than those contained  
26 in this Amended Consent Judgment.

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1 **15. EXECUTION IN COUNTERPARTS**


2 15.1 The stipulations to this Amended Consent Judgment may be executed in  
3 counterparts and by means of facsimile or portable document format (pdf), which taken together  
4 shall be deemed to constitute one document.

5 **16. SUCCESSORS AND ASSIGNS**

6 16.1 This Amended Consent Judgment shall be binding upon the Parties and their  
7 executors, administrators, successors, and assigns, and all subsequent executors, administrators,  
8 successors, and assigns (collectively, "Party Successors"). Further, this consent judgment shall  
9 inure to the benefit of all Downstream Defendant Releasees of any Party Successor, including  
10 those to which the Party Successor distributes, sells, or offers for sale Covered Products in  
11 California.

12 **IT IS SO STIPULATED:**

13  
14 **CENTER FOR ENVIRONMENTAL  
15 HEALTH**

16   
17 \_\_\_\_\_  
18 Signature

19 Michael Green  
20 \_\_\_\_\_  
21 Printed Name


22 CEO  
23 \_\_\_\_\_  
24 Title

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**ACH FOOD COMPANIES, INC.**

  
\_\_\_\_\_  
Signature

Julian Mieзитis  
Printed Name

Sr. VP General Counsel, Americas  
Title

**AB WORLD FOODS US, INC.**

  
\_\_\_\_\_  
Signature

Julian Mieзитis  
Printed Name

Sr. VP General Counsel, Americas  
Title

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

Dated: 2-26-2021

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

## EXHIBIT 1

### Sauce Products By Category

Product	Category	UPC Code
<b>Sauce</b>		
Korma	A	6927607032
Korma 3 Simple Steps*	A	
Mild Curry	A	6927607036
Mango Chicken	A	6927607035
Tikka Masala Spicy Curry	A	6927670067
Tikka Masala Curry	A	69274032511
Tikka Masala 3 Simple Steps*	A	
Rogan Josh	A	6927607033
Jalfrezi	B	6927607010
Jalfrezi Spicy Curry	B	6927670069
Butter Chicken 3 Simple Steps*	C	
Butter Chicken Spicy Curry	C	6927616996
Butter Chicken	C	6927607037
Dopiaza	C	6927607005
Vindaloo Spicy Curry	C	6927670071

\* As set forth in Section 2.1.2, 3 Simple Steps products are deemed compliant to the extent their respective Sauce and Non-Sauce components comply with the associated reformulation levels for each identified component.

### Paste Products By Category

Product	Category	UPC Code
Tandoori Paste (Marinade)	A	69276032153
Tikka Masala Curry Paste	A	69276032207
Biryani Paste	A	69276032405
Madras Curry Paste	B	69276032450
Rogan Josh Paste	B	69276201535
Vindaloo Curry Paste	C	69276032108
Butter Chicken Paste	C	69276169958
Hot Curry Paste	C	69276032009
Mild Curry Paste	C	69276032054

**EXHIBIT 1**

**Relish Products By Category**

<b>Product</b>	<b>Category</b>	<b>UPC Code</b>
Mango Pickle	A	69276012056
Hot Mango Pickle	A	69276012001
Lime Pickle	A	69276012155
Hot Lime Pickle	A	69276012100
Hot Chile Pickle	A	69276012209
Hot Mixed Pickle	A	69276012254
Garlic Pickle	A	69276012407
Brinjal Pickle	A	69276012605
Sweet Mango Chutney	A	69276020037
Hot Mango Chutney	A	69276020235
Major Grey Chutney	A	69276020136

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

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FOOD COMPANIES, INC

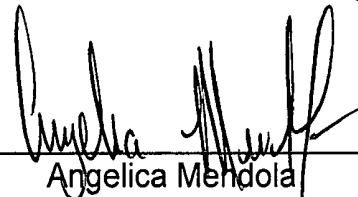
DECLARATION OF SERVICE BY MAIL

I certify that I am not a party to this cause and that a true and correct copy **Amended Consent Judgment As To ACH Food Companies, Inc and AB World Food US, Inc** filed on February 26, 2021 was mailed first class, postage prepaid, in a sealed envelope, addressed as shown on the foregoing document or on the attached, and that the mailing of the foregoing and execution of this certificate occurred at 1221 Oak Street, Oakland, California.

I declare under penalty of perjury that the foregoing is true and correct. Executed on  
March 1, 2021

Chad Finke, Executive Officer/Clerk of the Superior Court

By: \_\_\_\_\_



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