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Attorneys for Plaintiff,
COUNCIL FOR EDUCATION AND
RESEARCH ON TOXICS ("CERT")

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

COUNCIL FOR EDUCATION AND
RESEARCH ON TOXICS, a California
corporation, acting as a private attorney general
in the public interest

Plaintiff,

vs.

STARBUCKS CORPORATION, a Washington
corporation; et al.,...

Defendants.

Case No. BC435759

Related to Case No. BC461182 (*CERT v.
Brad Barry, et al.*)

Assigned to Hon. Elihu Berle, Dept. 323

**[PROPOSED] CONSENT JUDGMENT
AS TO BP WEST COAST PRODUCTS
LLC**

1. INTRODUCTION

1.1. On April 13, 2010, the Council for Education and Research on Toxics ("CERT") filed a complaint for civil penalties and injunctive relief for violations of Proposition 65 in the Superior Court for the County of Los Angeles. CERT's complaint alleges that the defendants failed to provide clear and reasonable warnings that ingestion of the Covered Products (as defined in Paragraph 2.1), would result in exposure to acrylamide, a chemical known to the State of California to cause cancer. The complaint further alleges that under the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6, also known as "Proposition 65," businesses must provide persons with a "clear and reasonable warning" before exposing individuals to these chemicals, and that defendants failed to do so.

1 provide persons with a “clear and reasonable warning” before exposing individuals to these
2 chemicals, and that defendants failed to do so.

3 1.2 BP West Coast Products LLC is among the defendants named in the complaint. BP
4 West Coast Products LLC is referred to below as the “Settling Defendant.”

5 1.3 The Settling Defendant is a corporation that employs more than 10 persons, or
6 employed 10 or more persons at some time relevant to the allegations of the complaint, and which
7 sells Covered Products in the State of California or has done so in the past.

8 1.4 For purposes of this Consent Judgment only, Plaintiff and the Settling Defendant
9 (collectively, the “Parties”) stipulate that this Court has jurisdiction over the alleged violations
10 contained in CERT’s complaint, personal jurisdiction over the Settling Defendant as to the acts
11 alleged in CERT’s complaint, that venue is proper in the County of Los Angeles, and that this Court
12 has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were
13 or could have been raised against the Settling Defendant in the complaint based on the facts alleged
14 therein and in Plaintiff’s 60-day notice.

15 1.5. CERT and the Settling Defendant enter into this Consent Judgment as a full and final
16 settlement of all claims relating to Covered Products arising from the alleged failure to warn persons
17 of the presence of acrylamide in such Covered Products. Nothing in this Consent Judgment,
18 including the Settling Defendant’s execution of this Consent Judgment and agreement to provide the
19 relief and remedies specified herein, shall be construed as an admission by the Settling Defendant of
20 any fact, finding, issue of law, or violation of law, nor shall compliance with this Consent Judgment
21 constitute or be construed as an admission by the Settling Defendant of any fact, finding, conclusion,
22 issue of law, or violation of law, such being specifically denied by the Settling Defendant. The
23 Settling Defendant does not admit that the chemical acrylamide in food poses any risk to human
24 health. However, this paragraph shall not diminish or otherwise affect the obligations,
25 responsibilities, and duties of the Parties under this Consent Judgment.

26 2. DEFINITIONS

27 2.1. “Covered Products” means all ready-to-drink coffee containing acrylamide, sold in
28 restaurants and/or coffee houses operated by the Settling Defendant (“Company Restaurants”) or

1 restaurants and/or coffee houses operated by third parties pursuant to franchise agreements between
2 the third party and the Settling Defendant ("Franchise Restaurants"). "Covered Products" does not
3 include coffee beans or grounds, flaked or instant coffee, or any other packaged coffee that is not sold
4 as ready-to-drink and that is sold in any establishment in the State of California, including in Settling
5 Defendant's Company Restaurants and Franchise Restaurants. "Covered Products" also does not
6 include any claims that are the subject of *Council for Education and Research on Toxics v. Brad*
7 *Barry Company, Ltd., et al.*, Los Angeles Superior Court Case Number BC461182, except to the
8 extent that such claims may be deemed to apply in whole or in part to Settling Defendant.

9 2.2. "Effective Date" means the date upon which this Court enters this Consent Judgment.

10 **3. INJUNCTIVE RELIEF: CLEAR AND REASONABLE WARNINGS**

11 3.1 The Settling Defendant shall provide warnings in the manner required by this Consent
12 Judgment for all Covered Products sold in California in Company Restaurants.

13 3.2 Warning Message. The warning message provided, under the permitted warning
14 methods, shall be the following:

15 (a) **WARNING:** Chemicals known to the State of California to
16 cause cancer and reproductive toxicity, including acrylamide,
17 are present in coffee, baked goods, and other foods or beverages
18 sold here. Acrylamide is not added to our products, but results
19 from cooking, such as when coffee beans are roasted or baked
20 goods are baked. As a result, acrylamide is present in our
21 brewed coffee, including coffee made at home or elsewhere
22 from our beans, ground or instant coffee, baked goods or other
23 foods sold here, in grocery stores or other retail locations.
24 Your personal cancer risk is affected by a wide variety of
25 factors. For more information regarding acrylamide, see
26 www.fda.gov. For more information about acrylamide and
27 Proposition 65, visit
28 www.oehha.ca.gov/prop65/acrylamide.html

(b) Settling Defendant may, at its discretion, add additional examples of foods or
beverages after the words "baked goods" and before the words "and other foods or beverages" in the
first sentence of the warning message.

3.3. Warning Method and Location. The Settling Defendant shall provide a warning
through the posting of a sign, or signs, that, in dimension, are reasonably likely to be seen by

1 individuals. Any of the warning methods described in Paragraphs 3.3(a) to 3.3(d) are sufficient for
2 this purpose:

3 (a) A 10 by 10 inch sign, printed in no smaller than 24-point type placed so that it
4 is readable and conspicuous to customers in either of the following locations:

5 (1) as they enter each public entrance to the restaurant or facility where
6 food or beverages may be consumed; or

7 (2) at the locations where ready-to-drink coffee or coffee condiments are
8 displayed in the restaurant or facility.

9 (b) A notice or sign no smaller than 5 by 5 inches, printed no smaller than 20-point
10 type placed at each point of sale so as to assure that it is readable and conspicuous.

11 (c) Combination with Nutrition Information: If the Settling Defendant provides
12 "nutrition facts," i.e., information concerning the nutritional contents of the foods served in its
13 restaurants or retail locations, the warning may be provided within that sign or poster if all of the
14 following requirements are satisfied:

15 (1) The sign or poster indicates that it describes the nutritional content of
16 foods served in the restaurant or store either by a title or heading using words such as
17 "nutrition facts," "nutrition information," or similar heading or title;

18 (2) The Proposition 65 warning is clearly visible to anyone reading the sign
19 or poster. It will be set off by a distinctive border, and the word "Warning" shall be in print
20 no smaller than other section headings in the sign or poster;

21 (3) The sign or poster is located at or on the counter where food is
22 purchased, on a wall either adjacent and parallel to or clearly visible to consumers standing at
23 the counter where food is purchased, or any other place that is reasonably likely to be seen by
24 customers entering the restaurant or store to order food; and

25 (4) the sign or poster is not located on an entrance or exit door, on a
26 restroom door, in a hallway that leads only to the restrooms, or on a refuse container.

1 (d) A warning on any menu or list describing the food or non-alcoholic beverage
2 offerings, in a type size no smaller than the largest type size used for the names of general menu
3 items.

4 3.4 Implementation of Warning

5 3.4.1. The Settling Defendant will ensure that its Company Restaurants and all
6 Franchise Restaurants have a sufficient supply of warning signs to meet the requirements of this
7 Consent Judgment.

8 3.4.2. Company Restaurants. Within 60 days of the Effective Date, the Settling
9 Defendant shall send, or cause to be sent, a letter or other form of communication, in substantially the
10 form and content set forth in Exhibit A, to the managers of its existing Company Restaurants within
11 the State of California, directing them to post the warning in the manner described above or to
12 confirm that such warning is already provided. In addition, the Settling Defendant shall include
13 inspection for compliance with these requirements in its existing inspection programs. The Settling
14 Defendant currently maintains inspection, reporting, and follow-up programs that result in inspection
15 of each of its Company Restaurants in California at least every 6 months. Where inspection shows
16 that a Company Restaurant has not complied, the Settling Defendant shall, within 90 days, send a
17 new warning sign to that Company Restaurant with instructions to immediately post the sign. Within
18 30 days of sending the new warning sign, Settling Defendant shall confirm that the warning sign has
19 been posted at that Company Restaurant. The Settling Defendant shall be deemed to be in
20 compliance with the requirements of this paragraph if any deficiencies noted in the inspection, or
21 otherwise brought to its attention by any person in writing at any time, are corrected within 120 days
22 of receipt.

23 3.4.3. Franchise Restaurants. Within 60 days of the Effective Date, the Settling
24 Defendant shall send, or cause to be sent, a letter or other form of communication, in substantially the
25 same form and content set forth in Exhibit B, to the managers of its Franchise Restaurants within the
26 State of California, instructing them to post the warning in the manner described above or to confirm
27 that such warning is already provided. This letter shall state the Covered Products may result in an
28 exposure to one or more listed chemicals; include the exact name or description of the Covered

1 Products or specific identifying information for the product; and include all necessary warning
2 materials. The letter shall also state that the Franchise Restaurant is released from liability for past
3 violations and it is in compliance with future requirements with respect to the sale of the Covered
4 Products only if the Franchise Restaurant complies with the warning requirements of this Consent
5 Judgment. Settling Defendant shall send such letter to its Franchise Restaurants and obtain
6 confirmation of receipt of the letter. The Settling Defendant currently maintains inspection,
7 reporting, and follow-up programs that result in inspection of each of its Franchise Restaurants in
8 California at least every 6 months. Where inspection shows that a Franchise Restaurant has not
9 complied, the Settling Defendant shall, within 90 days, send a new warning sign to that Franchise
10 Restaurant with instructions to immediately post the sign. Within 30 days of sending the new
11 warning sign, Settling Defendant shall confirm that the warning sign has been posted at that
12 Franchise Restaurant.

13 3.5. Scope of Warnings. Nothing in this Consent Judgment requires that warnings be
14 given for Covered Products sold outside the State of California.

15 **4. CIVIL PENALTIES**

16 4.1. Calculation of Civil Penalties.

17 4.1.1. A company that violates Proposition 65 shall be liable for civil penalties not to
18 exceed two thousand five hundred dollars (\$2,500) per day *for each violation* in addition to any other
19 penalty established by law pursuant to Health and Safety Code section 25249.7(b)(1).

20 4.1.2. In assessing the amount of civil penalties for violations of Proposition 65, all
21 of the following factors must be considered pursuant to Health and Safety Code section
22 25249.7(b)(2):

- 23 (a) The nature and extent of the violation;
- 24 (b) The number of, and severity of, the violations;
- 25 (c) The economic effect of the penalty on the violator;
- 26 (d) Whether the violator took good faith measures to comply with this
27 chapter and the time these measures were taken;
- 28 (e) The willfulness of the violator's misconduct;

1 (f) The deterrent effect that the imposition of the penalty would have on
2 both the violator and the regulated community as a whole; and

3 (g) Any other factor that justice may require.

4 4.2. The Settling Defendant has provided proof to CERT's counsel that demonstrates it
5 took good faith measures to comply with Proposition 65 by posting warning signs in its restaurants
6 since 2012 that specifically refer to acrylamide in coffee. As a result, the parties have agreed to a
7 settlement amount for civil penalties in this case. This settlement amount is based on consideration
8 of all the penalty factors set forth in Health and Safety Code Section 25249.7(b)(2), taking into
9 account the Settling Defendant's good faith measures to comply with Proposition 65.

10 **-5. SETTLEMENT PAYMENTS**

11 5.1 The Settling Defendant shall pay the total amount identified below in settlement of
12 both this case and the related case, *Council for Education and Research on Toxics v. Brad Barry*
13 *Company*, Case No. BC461182.

14 5.2. The Settling Defendant shall pay the total amount of \$675,000.00 ("Settlement
15 Proceeds") within thirty days of entry of this Consent Judgment. The Settlement Proceeds shall be
16 applied as follows:

17 (a) Civil Penalty. Settling Defendant shall pay civil penalties pursuant to Health
18 and Safety Code section 25249.7(b) in the amount of \$425,000.00. Of this sum, \$318,750.00
19 shall be paid in the form of a check made payable to the Safe Drinking Water and Toxic
20 Enforcement Fund, and \$106,250.00 shall be paid in the form of a check made payable to the
21 Council for Education and Research on Toxics.

22 (b) Attorneys' Fees and Costs: Settling Defendant shall pay \$250,000.00 to
23 reimburse CERT for its attorneys' fees and costs incurred in investigating and litigating this
24 matter, and negotiating this Consent Judgment on behalf of itself and the public interest. Said
25 payment shall be made in the form of a check made payable to the Metzger Law Group
26 Attorney-Client Trust Account.

27 (c) The Settling Defendant shall deliver all three checks within 30 days following
28 the Effective Date to Metzger Law Group, 401 E. Ocean Blvd., Suite 800, Long Beach, CA

1 90802-4966. Upon receipt of the checks, CERT's counsel shall promptly forward the check
2 made payable to the Safe Drinking Water and Toxic Enforcement Fund to the Attorney
3 General of the State of California, with a transmittal letter advising that the payment is being
4 made to the Safe Drinking Water and Toxic Enforcement Fund by the Settling Defendant as
5 to the State's portion of the civil penalties pursuant to the Consent Judgment, a copy of which
6 CERT's counsel shall also enclose with said letter. CERT's counsel shall also send a copy of
7 the transmittal letter to Settling Defendant's counsel.

8 **6. MODIFICATION OF CONSENT JUDGMENT**

9 6.1. This Consent Judgment may be modified by written agreement of CERT and the
10 Settling Defendant, after noticed motion, and upon entry of a modified consent judgment by the
11 Court thereon, or upon motion of CERT or the Settling Defendant as provided by law and upon entry
12 of a modified consent judgment by the Court. Before filing an application or motion with the Court
13 to modify this Consent Judgment, the Settling Defendant may meet and confer with CERT to
14 determine whether CERT will consent to the proposed modification, and shall submit any proposed
15 modification to the California Attorney General for comment. If a proposed modification is agreed
16 upon between the Settling Defendant and CERT, then the Settling Defendant and CERT will jointly
17 present the modification to the Court by means of a stipulated modification to the Consent Judgment.

18 6.2. If Proposition 65 or its implementing regulations are changed from their terms as they
19 exist on the date of entry of this Consent Judgment, the Parties may jointly or separately seek
20 modification of this Consent Judgment through stipulation or noticed motion, as follows:

21 (a) If the change establishes that warnings for acrylamide in some or all the
22 Covered Products are not required, the Settling Defendant may seek a modification of this Consent
23 Judgment to eliminate its duties to warn as to such covered products.

24 (b) If the change establishes that the warnings provided by this Consent Judgment
25 would not comply with Proposition 65 or its implementing regulations, either party may seek a
26 modification of the Consent Judgment to conform the judgment to the change in law.
27
28

1 (c) If any federal court issues a judgment that federal law preempts the application
2 of Proposition 65 to the Covered Products, the Settling Defendant may seek a modification of this
3 Consent Judgment to eliminate its duties to warn as to such Covered Products.

4 (d) If CERT or the Attorney General agree or have agreed in a settlement or
5 judicially entered consent judgment that some or all Covered Products do not require a warning under
6 Proposition 65 (based on the presence of acrylamide), or if a court of competent jurisdiction renders a
7 final judgment and the judgment becomes final, that some or all Covered Products do not require a
8 warning for acrylamide under Proposition 65, then any party may seek a modification of this Consent
9 Judgment to eliminate the Settling Defendant's duties to warn as to such Covered Products.

10 6.3. If the Settling Defendant corresponds in writing to an agency or branch of the United
11 States Government in connection with the application of Proposition 65 to acrylamide in ready-to-
12 drink coffee, then, so long as such correspondence is not confidential and would be retrievable by
13 CERT under the Freedom of Information Act, the Settling Defendant originating such
14 communication shall provide CERT with a copy of such communication as soon as practicable, but
15 not more than 10 days after sending or receiving the correspondence; provided, however, that this
16 section shall not apply to correspondence to or from trade associations or other groups for which the
17 Settling Defendant is a member.

18 7. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

19 7.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized by
20 the party he or she represents to stipulate to this Consent Judgment and to enter into and execute the
21 Consent Judgment on behalf of the party represented and legally to bind that party.

22 8. CLAIMS COVERED AND RELEASES

23 8.1. This Consent Judgment is a full, final, and binding resolution between CERT and the
24 Settling Defendant, of any violation of Proposition 65 or its implementing regulations that has been
25 or could have been asserted in the Notice of Violation dated February 2, 2010 and/or in the
26 complaint, up through the Effective Date, for failure to provide clear and reasonable warnings of
27 exposures to acrylamide from the use of the Covered Products, whether based on actions committed
28 by the Settling Defendant, by any Franchise Restaurant, or by any person operating an *am/pm*-branded

1 convenience store, who sells or has sold Covered Products in the State of California. Compliance
2 with the terms of this Consent Judgment constitutes compliance with Proposition 65 with respect to
3 exposures to acrylamide from Covered Products as set forth in the Notice of Violation dated February
4 2, 2010 and/or the complaint.

5 8.2. Release. CERT, on its own behalf, its past and current agents, representatives,
6 attorneys, successors and/or assignees, and in a representative capacity in the public interest pursuant
7 to Health & Safety Code section 25249.7(d), does hereby fully, completely, finally, and forever
8 waive all rights to institute or participate in, directly or indirectly, any form of legal action, and
9 releases and discharges: (a) the Settling Defendant; (b) the past and present authorized franchisees,
10 Franchise Restaurants, and operators of any *ampm*-branded convenience store; and (c) the past,
11 present, and future officers, directors, shareholders, agents, principals, employees, attorneys,
12 successors, assigns, and subfranchisors of Settling Defendant (the persons and entities identified in
13 (a), (b), and (c), above, are collectively referred to as the "Releasees"), from all claims, actions,
14 causes of action, suits, demands, rights, debts, agreements, promises, liabilities, damages, penalties,
15 royalties, fees, (including but not limited to investigation fees, attorneys' fees, and expert fees),
16 accountings, costs and expenses of any nature whatsoever (collectively, "Claims") against all
17 Releasees as to any alleged violation of Proposition 65 that is or that could have been asserted in the
18 Notice or Action based on the facts alleged therein (the "Released Claims"), prior to the Effective
19 Date. It is specifically understood and agreed that compliance with the terms of this Consent
20 Judgment resolves all issues and liability, now and in the future, concerning any Releasee's
21 compliance with the requirements of Proposition 65 as to alleged exposures to the Covered Products
22 based on the allegations of CERT's 60-day Notice and/or this action. Compliance with the terms of
23 this Consent Judgment constitutes compliance with Proposition 65 with respect to any alleged
24 consumer product, environmental, or occupational exposures to acrylamide in connection with the
25 Covered Products at Company Restaurants, Franchise Restaurants, and any *ampm*-branded
26 convenience store.

27 8.3. General Release. CERT also, on behalf of itself, its past and current agents,
28 representatives, attorneys, successors, and/or assignees, and its individual capacity only, provides a

1 general release herein which shall be effective as full and final accord and satisfaction, as a bar to all
2 Claims of CERT against Releasees of any nature, character or kind, known or unknown, suspected or
3 unsuspected, arising under Proposition 65 or for an alleged failure to provide warnings for exposures
4 to acrylamide. CERT additionally acknowledges that it is familiar with California Civil Code
5 section 1542, which provides as follows:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
7 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN
8 HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
9 RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE
10 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
11 THE DEBTOR.

12 CERT, in its individual capacity, waives and relinquishes all of the rights and benefits that
13 CERT has or may have under Civil Code section 1542 (as well as any similar rights and benefits
14 which it may have by virtue of any statute or rule of law in any other state or territory of the United
15 States). CERT acknowledges that it may hereafter discover facts in addition to, or different from,
16 those which it now knows or believes to be true with respect to the subject matter of this Consent
17 Judgment and the matters covered by the provisions of this Section 8, and that notwithstanding the
18 foregoing, it is CERT's intention to fully, finally, completely, and forever settle and release all such
19 claims, and that in furtherance of such intention, the release here given shall be and remain in effect
20 as a full and complete general release, notwithstanding the discovery or existence of any such
21 additional or different facts.

22 8.5. Preclusive Effect of Consent Judgment. Entry of the Consent Judgment by the Court
23 shall, *inter alia*:

24 8.5.1. Constitute full and fair adjudication of all Claims against the Releasees.

25 8.5.2. Bar all other persons, on the basis of *res judicata*, collateral estoppel and/or the
26 doctrine of mootness, from prosecuting the Claims, or any of them, against any Releasee.

27 8.6. CERT's Ability to Represent the Public. CERT hereby warrants and represents to
28 Releasees that (a) CERT has not previously assigned any of the Claims; and (b) CERT has the right,

1 ability and power to release each and every one of the Claims. CERT further represents and warrants
2 that it is a public benefit corporation formed for the specific purposes of (a) protecting and educating
3 the public as to harmful products and activities; (b) encouraging members of the public to become
4 involved in issues affecting the environment and the enforcement of environmental statutes and
5 regulations including, but not limited to, Proposition 65; and (c) instituting litigation to enforce the
6 provisions of Proposition 65.

7 **9. RETENTION OF JURISDICTION**

8 9.1. Notwithstanding any provisions of Code of Civil Procedure section 664.6, this Court
9 shall retain jurisdiction of this matter to implement this Consent Judgment and to enforce any and all
10 violations thereof.

11 **10. PROVISION OF NOTICE**

12 10.1. When any party is entitled to receive any notice under this Consent Judgment, the
13 notice shall be sent by overnight courier service to the person and address set forth in this Paragraph.
14 Any party may modify the person and address to whom the notice is to be sent by sending each other
15 party notice by certified mail, return receipt requested. Said change shall take effect for any notice
16 mailed at least five days after the date the party sends notice.

17 10.2. Notices shall be sent to the following when required:

18 For Plaintiff:

19 Raphael Metzger, Esq.
20 Metzger Law Group
401 E. Ocean Blvd., Suite 800
21 Long Beach, CA 90802

22 For BP West Coast Products LLC:

23 BP Legal
BP America Inc.
24 501 Westlake Park Blvd.
Houston, Texas 77079

25 *With copy to:*

26 Trenton H. Norris
27 Arnold & Porter Kaye Scholer LLP
Three Embarcadero Center, 10th Floor
28 San Francisco, CA 94111

1 **11. COURT APPROVAL**

2 11.1. CERT agrees to comply with the reporting requirements referenced in California
3 Health and Safety Code section 25249.7(f). Pursuant to the regulations promulgated under that
4 section, CERT shall present this Consent Judgment to the California Attorney General's Office
5 within two (2) days after receipt of all necessary signatures.

6 11.2. The Parties acknowledge that, pursuant to Health and Safety Code section 25249.7, a
7 noticed motion must be filed to obtain judicial approval of this Consent Judgment. Accordingly,
8 CERT shall file a motion for approval of the settlement within a reasonable period of time after the
9 date this agreement is signed by all Parties. CERT also agrees to serve a copy of the noticed motion
10 to approve and enter the Consent Judgment on the California Attorney General's Office, consistent
11 with the requirements set forth in California Code of Regulations, title 11, section 3000(a).

12 11.3 If this Consent Judgment is not approved by the Court, it shall be of no force or effect
13 and cannot be used in any proceeding for any purpose, and any settlement payments made to CERT
14 hereunder shall be refunded in full upon the Settling Defendant's written request to CERT.

15 **12. ENTIRE AGREEMENT; MUTUAL DRAFTING**

16 12.1. This Consent Judgment contains the sole and entire agreement and understanding of
17 the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
18 negotiations, commitments, and understandings related hereto. No representations, oral or otherwise,
19 express or implied, other than those contained herein have been made by any party hereto. No other
20 agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind
21 any of the parties.

22 12.2. This Consent Judgment is the result of mutual drafting and no ambiguity found herein
23 shall be construed in favor of or against any party.

24 **13. EXECUTION IN COUNTERPARTS**

25 13.1. The stipulations to this Consent Judgment may be executed in counterparts and by
26 means of facsimile or pdf, which taken together shall be deemed to constitute one document.

27 \\

28 \\

1 IT IS SO STIPULATED:

2 Dated: August 24, 2017

METZGER LAW GROUP

3
4 By: 

RAPHAEL METZGER

5 For Plaintiff
6 COUNCIL FOR EDUCATION AND
RESEARCH ON TOXICS

7 Dated: August __, 2017

BP WEST COAST PRODUCTS, LLC

8
9 By: _____

Ruthy Mata
Attorney in Fact

10
11
12 IT IS SO ORDERED, ADJUDGED, AND DECREED:

13 Dated: _____

14 _____
Hon. Elihu Berle
Judge of the Superior Court

1 IT IS SO STIPULATED:

2 Dated: August __, 2017

METZGER LAW GROUP

3
4 By: RAPHAEL METZGER

5 For Plaintiff
6 COUNCIL FOR EDUCATION AND
RESEARCH ON TOXICS

7 Dated: August 2017

BP WEST COAST PRODUCTS, LLC

8
9 By: 
10 Craig Bealmeat
CFO North America Fuels

11
12 IT IS SO ORDERED, ADJUDGED, AND DECREED:

13 Dated: _____

14 _____
15 Hon. Elihu Berle
16 Judge of the Superior Court
17
18
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21
22
23
24
25
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27
28

1 EXHIBIT A

2 **ACTION REQUIRED: THIS COMMUNICATION APPLIES**
3 **ONLY TO RESTAURANTS LOCATED IN CALIFORNIA**

4 BP West Coast Products LLC has entered into a consent judgment with the Council for Education
5 and Research on Toxics regarding the presence of acrylamide in ready-to-drink coffee sold at *ampm*
6 restaurants in California.

7 **Under the terms of this consent judgment, all *ampm* restaurants in California are required to**
8 **post a 10" x 10" warning sign that says:**

9 **WARNING:** Chemicals known to the State of California to
10 cause cancer and reproductive toxicity, including acrylamide,
11 are present in coffee, baked goods, and other foods or beverages
12 sold here. Acrylamide is not added to our products, but results
13 from cooking, such as when coffee beans are roasted or baked
14 goods are baked. As a result, acrylamide is present in our
15 brewed coffee, including coffee made at home or elsewhere
16 from our beans, ground or instant coffee, baked goods or other
17 foods sold here, in grocery stores or other retail locations.
18 Your personal cancer risk is affected by a wide variety of
19 factors. For more information regarding acrylamide, see
20 www.fda.gov. For more information about acrylamide and
21 Proposition 65, visit
22 www.oehha.ca.gov/prop65/acrylamide.html

23 The warning sign must be located as follows:

- 24
- 25 • At each public entrance to the restaurant or facility where food or beverages may
 - 26 be consumed; or
 - 27 • at the locations where ready-to-drink coffee or coffee condiments are displayed in
 - 28 the restaurant or facility.

29 Your compliance with this instruction is mandatory, and you must continue to post the warning sign
30 unless and until you receive written instructions from BP West Coast Products LLC to the contrary.
31 If you need new warning signs or have any questions, such as appropriate sign locations for your
32 specific restaurant, please contact _____.

EXHIBIT B

**ACTION REQUIRED: THIS COMMUNICATION APPLIES
ONLY TO RESTAURANTS LOCATED IN CALIFORNIA**

BP West Coast Products LLC has entered into a consent judgment with the Council for Education and Research on Toxics regarding the presence of acrylamide in ready-to-drink coffee sold at restaurants in California under the *ampm* brand.

Ready-to-drink coffee may result in an exposure to acrylamide, a chemical known to the State of California to cause cancer. This includes all ready-to-drink coffee sold at *ampm* brand restaurants, regardless of cup size.

Under the terms of this consent judgment, all restaurants in California operating under the *ampm* brand are required to post a 10" x 10" warning sign that says:

WARNING: Chemicals known to the State of California to cause cancer and reproductive toxicity, including acrylamide, are present in coffee, baked goods, and other foods or beverages sold here. Acrylamide is not added to our products, but results from cooking, such as when coffee beans are roasted or baked goods are baked. As a result, acrylamide is present in our brewed coffee, including coffee made at home or elsewhere from our beans, ground or instant coffee, baked goods or other foods sold here, in grocery stores or other retail locations. Your personal cancer risk is affected by a wide variety of factors. For more information regarding acrylamide, see www.fda.gov. For more information about acrylamide and Proposition 65, visit www.oehha.ca.gov/prop65/acrylamide.html

The warning sign must be located as follows:

- At each public entrance to the restaurant or facility where food or beverages may be consumed; or
- at the locations where ready-to-drink coffee or coffee condiments are displayed in the restaurant or facility.

Your compliance with this instruction is mandatory and will be checked as part of routine evaluations. Additionally, if you as a franchisee of *ampm* are to benefit from the protection in the consent judgment described above, including being released from liability for past violations and in compliance with future requirements, you must continue to post the warning sign unless and until you receive written instructions from BP West Coast Products LLC to the contrary. If you need new warning signs or have any questions, such as appropriate sign locations for your specific restaurant, please contact _____.