

Judgment covers confectionery licorice products sold or offered for sale by Settling Defendant that were or will be sold or offered for sale in the United States ("Licorice Products").

1.2 Beginning in late 2012 and continuing through the present, CEH has served multiple 60-day Notices of Violation under Proposition 65, alleging that entities including Settling Defendant violated Proposition 65 by exposing persons to lead and lead compounds ("Lead") contained in Licorice Products without first providing a clear and reasonable Proposition 65 warning.

1.3 Settling Defendant is a corporation that manufactures, distributes, sells or offers for sale Licorice Products which are made available by third parties for sale in the State of California.

1.4 On or about July 17, 2014, CEH filed the original Complaint in this matter.

1.5 For purposes of this Consent Judgment only, CEH and Settling Defendant (the "Parties") stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint based on the facts alleged therein with respect to Licorice Products manufactured, distributed, and/or sold by Settling Defendant.

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

1 **2. INJUNCTIVE RELIEF**

2 **2.1 Reformulation Level.** The Reformulation Level for Licorice Products is 35 parts
3 per billion (“ppb”) or less of Lead by weight. Such concentrations shall be determined by use of a
4 test using ICP-MS equipment with a level of detection of at least 20 ppb that meets standard
5 laboratory QA/QC requirements (“Test Protocol”).¹

6 **2.2 Specification Notice to Vendors of Reformulation Level.** To the extent it has
7 not already done so, no more than thirty (30) days after the date of entry of this Consent Judgment
8 (“Effective Date”), if and when Settling Defendant purchases Licorice Products from a third party
9 it shall provide the Reformulation Levels to each of its Licorice Product suppliers and shall
10 instruct each such Licorice Products supplier to provide it with Licorice Product that do not
11 exceed the Reformulation Levels. If during the next five (5) year period, Settling Defendant
12 purchases Licorice Products from a third party that it has not previously provided with instructions
13 regarding the Reformulation Levels, Settling Defendant shall provide the Reformulation Levels to
14 the new Licorice Product supplier when placing an initial order for Licorice Products and instruct
15 the new Licorice Product supplier to provide it with Licorice Products that do not exceed the
16 Reformulation Levels. Settling Defendant shall retain records of communications sent to and
17 received from suppliers that reflect its compliance with the communication requirements of this
18 Section for a period of three (3) years and shall make such records available to CEH on reasonable
19 request.

20 **2.3 Reformulation of Licorice Products:** After April 1, 2015, Settling Defendant
21 shall not manufacture, purchase, ship, offer for sale or sell any Licorice Products that will be sold
22 or offered for sale in California that do not meet the Reformulation Level. In addition, Settling
23 Defendant and CEH agree that after April 1, 2015, Settling Defendant shall not ship, offer for sale
24 or sell any Licorice Products that will be sold or offered for sale in United States outside
25 California any Licorice Products that do not meet the Reformulation Level.

26 ¹ Sampling to assess compliance with the Reformulation Levels shall be based on testing of either
27 an aggregate of all licorice contained in a single and discrete package, bag or box as is typically
28 sold in retail, or the average results of any multiple test results from the same aggregate sample.

1 2.4 **Alternative Licorice Product Compliance Requirements.** The Parties
2 acknowledge that Settling Defendant is a company based in England that does not sell Licorice
3 Products directly to consumers. As an alternative to the requirements of Sections 2.2 and 2.3,
4 Settling Defendant may sell Licorice Products that do not meet the Reformulation Level provided
5 that all of the following restrictions have been met.

6 2.4.1 Settling Defendant shall not sell, ship or cause to be shipped any Licorice
7 Products that do not meet the Reformulation Level to a person or entity that is located in the
8 United States;

9 2.4.2 Settling Defendant shall not sell any Licorice Products that do not meet the
10 Reformulation Level to a person or entity that it knows or should know will export such Licorice
11 Products to the United States;

12 2.4.3 Settling Defendant shall not sell any Licorice Products that do not meet the
13 Reformulation Level unless the terms of trade, purchase orders or other sales documents or
14 packaging are clearly notated in a manner likely to be read and understood by the purchaser with
15 language stating that the Licorice Products that do not meet the Reformulation Level and are not to
16 be sold or offered to sale to consumers located in California. The parties agree that the documents
17 attached hereto as Exhibit C are compliant with this requirement, and that Tangerine shall
18 continue to include the terms set forth in Exhibit C, or equivalent terms, in all of its written
19 contracts with customers, with at least equal prominence with any other term of the Contract .
20 Settling Defendant views the terms and conditions of its agreements with customers to be
21 confidential. Settling Defendant has provided to CEH those Terms and Conditions in confidence.
22 Settling Defendant agrees that the Terms and Conditions provided to CEH may be maintained in
23 confidence by attorneys for CEH, and may be used solely for purposes of enforcing this Consent
24 Judgment.

25 2.5 **Good Faith Commitment to Further Lead Reduction:** During the three (3)
26 years following the Effective Date, Settling Defendant shall continue in good faith to attempt to
27 further reduce the Lead content of its Licorice Products until such Licorice Products have a
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1 consistent Lead content of less than 13 ppb. These efforts shall include, at a minimum, efforts to
2 further adjust recipes and formulas that will reduce Lead content in finished Licorice Products and
3 attempts to secure Licorice Product ingredients with lower Lead content.

4 **3. ENFORCEMENT**

5 **3.1 General Enforcement Provisions.** CEH may, by motion or application for an
6 order to show cause before this Court, enforce the terms and conditions contained in this Consent
7 Judgment. Any action to enforce alleged violations of Section 2.3 by Settling Defendant shall be
8 brought exclusively pursuant to this Section 3, and as applicable be subject to the meet and confer
9 requirement of Section 3.2.4.

10 **3.2 Enforcement of Reformulation Commitment.**

11 **3.2.1 Notice of Violation.** In the event that, at any time following the relevant
12 dates set out in Section 2.3, CEH identifies a Licorice Product manufactured, distributed, or sold
13 by Settling Defendant for which CEH has laboratory test results showing that Settling Defendant
14 violated Section 2.3, CEH may issue a Notice of Violation pursuant to this Section.

15 **3.2.2 Service of Notice of Violation and Supporting Documentation.**

16 **3.2.2.1** Subject to Section 3.2.1, the Notice of Violation shall be sent to the
17 person(s) identified in Exhibit A to receive notices for Settling Defendant, and must be served
18 within 45 days of the date the Licorice Products at issue were purchased or otherwise acquired by
19 CEH, provided, however, that CEH may have up to an additional 45 days to send the Notice of
20 Violation if, notwithstanding CEH's good faith efforts, the test data required by Section 3.2.2.2
21 below cannot be obtained by CEH from its laboratory before expiration of the initial 45 day
22 period.

23 **3.2.2.2** The Notice of Violation shall, at a minimum, set forth: (a) the date
24 the alleged violation was observed, (b) the location at which the Licorice Products were offered
25 for sale, (c) a description of the Licorice Products giving rise to the alleged violation, including the
26 name and address of the retail store where the sample was obtained and if available information
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1 that identifies the product lot, such as the “best by” or “sell by” date, and (d) all test data² obtained
2 by CEH regarding the Licorice Products and supporting documentation sufficient for validation of
3 the test results, including any laboratory reports, quality assurance reports and quality control
4 reports associated with testing of the Licorice Products. Such Notice of Violation shall be based
5 upon the Test Protocol. Wipe, swipe, swab and X-ray fluorescence testing are not sufficient to
6 support a Notice of Violation. As an alternative, CEH may rely on testing conducted and
7 published by the California Department of Public Health (“CDPH”) to support a Notice of
8 Violation, so long as CEH first obtains a full description of the Licorice Product tested, including
9 any information that is available from CDPH that would identify the product lot, such as a “best
10 by” or “sell by” date, and makes a good faith attempt to obtain information on the location at
11 which the Licorice Product was offered for sale, and the date the product was obtained by CDPH.
12 CEH shall share any such information with Settling Defendant. Should CEH be unable to obtain
13 any such information, Settling Defendant shall contact CDPH and request such information and
14 shall share such information with CEH upon receipt from CDPH.

15 **3.2.3 Notice of Election of Response.** No more than 30 days after service of a
16 Notice of Violation, Settling Defendant shall provide written notice to CEH whether it elects to
17 contest the allegations contained in a Notice of Violation (“Notice of Election”). Failure to
18 provide a Notice of Election within 30 days of service of a Notice of Violation shall be deemed an
19 election to contest the Notice of Violation.

20 **3.2.3.1** If a Notice of Violation is contested, the Notice of Election shall
21 include all then-available documentary evidence regarding the alleged violation, including all test
22 data, if any. If Settling Defendant or CEH later acquires additional test or other data regarding the
23 alleged violation, it shall notify the other party and promptly provide all such data or information
24 to the party. Any test data used to contest a Notice of Violation shall meet the criteria of Section
25 3.2.2.2. If Settling Defendant contends that the Licorice Product allegedly sold in violation of
26 Section 2.3 was alternatively compliant with Section 2.4, it shall provide all evidence supporting

27 ² To support a Notice of Violation, CEH shall provide a minimum of two tests per Notice of Violation.

1 such alleged compliance including all documents regarding the sale of such Licorice Products and
2 information on the complete chain of distribution for such Licorice Products with the Notice of
3 Election.

4 **3.2.4 Meet and Confer.** If a Notice of Violation is contested, CEH and Settling
5 Defendant shall meet and confer to attempt to resolve their dispute. Within 30 days of serving a
6 Notice of Election contesting a Notice of Violation, and if no enforcement action or application
7 has been filed by CEH pursuant to Section 3.1, Settling Defendant may withdraw the original
8 Notice of Election contesting the violation and serve a new Notice of Election conceding the
9 violation, provided however Settling Defendant shall pay \$2,500 in addition to any payment
10 required under this Consent Judgment. At any time, CEH may withdraw a Notice of Violation, in
11 which case for purposes of this Section 3.2 the result shall be as if CEH never issued any such
12 Notice of Violation. If no informal resolution of a Notice of Violation results within 30 days of a
13 Notice of Election to contest, CEH may file an enforcement motion or application pursuant to
14 Section 3.1. In any such proceeding, CEH may seek whatever fines, costs, penalties, attorneys'
15 fees or other remedies are provided by law for failure to comply with the Consent Judgment.

16 **3.2.5 Non-Contested Matters.** If Settling Defendant elects not to contest the
17 allegations in a Notice of Violation, it shall identify on a confidential basis to CEH (by proper
18 name, address of principal place of business and telephone number) the person or entity that sold
19 the Licorice Products to Settling Defendant and the manufacturer and other entities in the chain of
20 distribution of the Licorice Product, provided that such information is reasonably available. In
21 addition, Settling Defendant shall undertake corrective action and make payments, if any, as set
22 forth below.

23 **3.2.5.1** If the test data provided by CEH in support of the Notice of
24 Violation reports a Lead content in a Licorice Product above the Reformulation Level but less than
25 70 ppb, then Settling Defendant shall take the following corrective action and make the following
26 payments, if any:

1 (a) Settling Defendant shall include in its Notice of Election a detailed
2 description with supporting documentation of the corrective action that it has undertaken or
3 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,
4 provide reasonable assurance that Settling Defendant has stopped selling or offering for sale all
5 Licorice Products that will be offered for sale to California consumers having the same lot number
6 or lot identifier, such as “best by” or “sell by” date, as that of the Licorice Products identified in
7 CEH’s Notice of Violation. Settling Defendant shall make available to CEH for inspection and/or
8 copying records and correspondence regarding the corrective action. If there is a dispute over the
9 corrective action, Settling Defendant and CEH shall meet and confer pursuant to Section 3.2.4
10 before seeking any remedy in court. Provided, that in no case shall Plaintiffs issue more than one
11 NOV per manufacturing lot of Licorice Products.

12 (b) If the Notice of Violation is the first or second Notice of Violation
13 received by Settling Defendant under Section 3.2.5.1 that was not successfully contested or
14 withdrawn, no payment shall be required by that Settling Defendant. If the Notice of Violation is
15 the third, fourth or fifth Notice of Violation received by Settling Defendant under Section 3.2.5.1
16 that was not successfully contested or withdrawn, then Settling Defendant shall pay \$2,500 for
17 each Notice of Violation. If Settling Defendant has received more than five Notices of Violation
18 under Section 3.2.5.1 that were not successfully contested or withdrawn, then Settling Defendant
19 shall pay \$5,000 for each subsequent Notice of Violation. If Settling Defendant produces with its
20 Notice of Election Test Data from the manufacturer or supplier of the Licorice Product that: (i)
21 was conducted prior to the date CEH purchased the Licorice Product that is the subject of the
22 Notice of Violation; (ii) was conducted on Licorice Product that was from the same manufacturing
23 lot as the Licorice Product that is the subject of the Notice of Violation; and (iii) demonstrates
24 Lead levels below the Reformulation Level, then any payment under this Section shall be
25 decreased by fifty percent.

1 (c) Notwithstanding Section 3.2.5.1(b), if the Notice of Violation was based
2 on a Licorice Product that was not sold at retail to a person or entity located in California, there
3 shall be no payment pursuant to this Section 3.

4 3.2.5.2 If the test data provided by CEH in support of the Notice of
5 Violation reports a Lead content in a Licorice Product of more than 70 ppb, then Settling
6 Defendant shall take the following corrective action and make the following payments:

7 (a) Settling Defendant shall include in its Notice of Election a detailed
8 description with supporting documentation of the corrective action that it has undertaken or
9 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,
10 provide reasonable assurance that Settling Defendant has stopped selling or offering for sale all
11 Licorice Products that will be offered for sale to California consumers having the same lot number
12 or lot identifier, such as “best by” or “sell by” date, as that of the Licorice Products identified in
13 CEH’s Notice of Violation. In addition, such correction shall indicate additional steps that
14 Settling Defendant has undertaken to ensure that in the future Licorice Products that it sells that do
15 not comply with the reformulation Levels will not be made available for sale to California
16 residents. Settling Defendant shall keep and make available to CEH for inspection and copying
17 records and correspondence regarding the market withdrawal and destruction of the Noticed
18 Licorice Products. If there is a dispute over the corrective action, Settling Defendant and CEH
19 shall meet and confer before seeking any remedy in court. In no case shall Plaintiff issue more
20 than one NOV per manufacturing lot of Licorice Product.

21 (b) If the Notice of Violation is the first Notice of Violation
22 received by Settling Defendant under Section 3.2.5.2 that was not successfully contested or
23 withdrawn, then no payment shall be required by Settling Defendant. If the Notice of Violation is
24 the second, third or fourth Notice of Violation received by Settling Defendant under Section
25 3.2.5.2 that was not successfully contested or withdrawn, then Settling Defendant shall pay \$8,000
26 for each Notice of Violation. If Settling Defendant has received more than four Notices of
27 Violation under Section 3.2.5.2 that were not successfully contested or withdrawn, then Settling
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1 Defendant shall pay \$12,000 for each Notice of Violation. If Settling Defendant produces with its
2 Notice of Election Test Data from the manufacturer or supplier of the Licorice Product that: (i)
3 was conducted prior to the date CEH purchased the Licorice Product that is the subject of the
4 Notice of Violation; (ii) was conducted on Licorice Product that was from the same manufacturing
5 lot as the Licorice Product that is the subject of the Notice of Violation; and (iii) demonstrates
6 Lead levels below the Reformulation Level, then any payment under this Section shall be
7 decreased by fifty percent.

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

13 **3.2.7 Repeat Violations.** If Settling Defendant has received four or more
14 Notices of Violation that were not successfully contested or withdrawn in any 12-month period
15 then, at CEH’s option, CEH may seek whatever fines, costs, penalties, attorneys’ fees or other
16 remedies that are provided by law for failure to comply with the Consent Judgment. Prior to
17 seeking such relief, CEH shall meet and confer with Settling Defendant for at least 30 days to
18 determine if Settling Defendant and CEH can agree on measures that Settling Defendant can
19 undertake to prevent future violations.

20 **4. PAYMENTS**

21 **4.1 Payments by Settling Defendants.** Within five (5) days of the entry of this
22 Consent Judgment, payment shall be made in the amount provided for Settling Defendant on
23 Exhibit A as further set forth in this Section.

24 **4.2 Allocation of Payments.** The total settlement amount for Settling Defendant
25 shall be paid in three separate checks in the amounts specified on Exhibit A and delivered to the
26 offices of the Lexington Law Group (Attn: Eric S. Somers), 503 Divisadero Street, San Francisco,
27 California 94117. Any failure by a Settling Defendant to comply with the payment terms herein
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1 shall be subject to a stipulated late fee in the amount of \$100 for each day after the delivery date
2 the payment is received. The late fees required under this Section shall be recoverable, together
3 with reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 3 of
4 this Consent Judgment. The funds paid by Settling Defendant shall be allocated as set forth on
5 Exhibit A for Settling Defendant between the following categories and made payable as follows:

6 4.2.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b). CEH shall
7 apportion this payment in accordance with Health & Safety Code § 25249.12 (25% to CEH and
8 75% to the State of California's Office of Environmental Health Hazard Assessment).

9 Accordingly, the civil penalty payment check for the amount designated on Exhibit A as Civil
10 Penalty shall be made payable to the "Center for Environmental Health" and associated with
11 taxpayer identification number 94-3251981.

12 4.2.2 A payment in lieu of civil penalty to CEH pursuant to Health & Safety
13 Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH shall use such
14 funds to continue its work educating and protecting people from exposures to toxic chemicals,
15 including heavy metals. In addition, as part of its Community Environmental Action and Justice
16 Fund, CEH will use four percent of such funds to award grants to grassroots environmental justice
17 groups working to educate and protect people from exposures to toxic chemicals. The method of
18 selection of such groups can be found at the CEH web site at www.ceh.org/justicefund. The
19 payment pursuant to this Section shall be made payable to the Center For Environmental Health
20 and associated with taxpayer identification number 94-3251981.

21 4.2.3 A reimbursement of a portion of CEH's reasonable attorneys' fees and
22 costs. The attorneys' fees and costs reimbursement check shall be made payable to the Lexington
23 Law Group and associated with taxpayer identification number 94-3317175.

24 **5. MODIFICATION AND DISPUTE RESOLUTION**

25 5.1 **Modification.** This Consent Judgment may be modified from time to time by
26 express written agreement of the Parties, with the approval of the Court, or by an order of this
27 Court upon motion and in accordance with law.

1 5.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
2 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
3 modify the Consent Judgment.

4 **6. CLAIMS COVERED AND RELEASE**

5 6.1 This Consent Judgment is a full, final and binding resolution between CEH on
6 behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries,
7 affiliated entities that are under common ownership, directors, officers, employees, shareholders
8 and their successors and assigns, and attorneys (“Defendant Releasees”), and all entities other than
9 those listed in Exhibit B to which a Settling Defendant distributes or sells Licorice Products,
10 including but not limited to distributors, wholesalers, customers, retailers, re-packagers,
11 franchisees, licensors and licensees (“Downstream Releasees”), of any violation of Proposition 65
12 based on failure to warn about alleged exposure to Lead contained in Licorice Products that were
13 sold by a Settling Defendant prior to the Effective Date.

14 6.2 CEH, acting in the public interest, releases, waives, and forever discharges any
15 and all claims against Settling Defendant, Defendant Releasees, and Downstream Releasees
16 arising from any violation of Proposition 65 that has been or could have been asserted regarding
17 the failure to warn about exposure to Lead arising in connection with Licorice Products
18 manufactured, distributed or sold by a Settling Defendant prior to the Effective Date.

19 6.3 CEH, for itself only, releases, waives, and forever discharges any and all claims
20 against Settling Defendant, Defendant Releasees, and Downstream Releasees arising from any
21 violation of Proposition 65 or any other statutory or common law claim that has been or could
22 have been asserted regarding the failure to warn about exposure to Lead arising in connection with
23 Licorice Products manufactured, distributed or sold by a Settling Defendant prior to the Effective
24 Date.

25 6.4 Compliance with the terms of this Consent Judgment by Settling Defendant and
26 Defendant Releasees shall constitute compliance with Proposition 65 by such Settling Defendant
27 and Defendant Releasees with respect to any alleged failure to warn about Lead in Licorice
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1 Products manufactured, distributed or sold by Settling Defendant after the Effective Date.

2 6.5 Nothing in this Consent Judgment affects CEH's right to commence or prosecute
3 an action under Proposition 65 against any person other than a Settling Defendant, Defendant
4 Releasees, or Downstream Releasees. Nothing in this Consent Judgment affects CEH's right to
5 commence or prosecute an action under Proposition 65 against a Settling Defendant related to
6 exposure to Lead from Licorice Products that do not meet the Reformulation Levels after the
7 dates set out in Section 2.3.

8 **7. PROVISION OF NOTICE**

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

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

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

17
18 Jeffrey T. Bolson
19 Cochran, Davis & Associates, P.C.
20 36 Malaga Cove Plaza, Suite 206
Palos Verdes Estates, CA 90274
jeff@cochranlaw1.com

21 7.3 Any Party may modify the person and address to whom the notice is to be sent by
22 sending the other Party notice by first class and electronic mail.

23 **8. COURT APPROVAL**

24 8.1 This Consent Judgment shall become effective on the Effective Date. CEH shall
25 prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall
26 support approval of such Motion.

27 8.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
28 effect and shall not be introduced into evidence or otherwise used in any proceeding for any

1 purpose, other than to allow the Court to determine if there was a material breach of Section 8.1.

2 **9. GOVERNING LAW AND CONSTRUCTION**

3 9.1 The terms of this Consent Judgment shall be governed by the laws of the State of
4 California.

5 **10. ATTORNEYS' FEES**

6 10.1 A Party who unsuccessfully brings or contests an action arising out of this
7 Consent Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and
8 costs unless the unsuccessful Party has acted with substantial justification. For purposes of this
9 Consent Judgment, the term substantial justification shall carry the same meaning as used in the
10 Civil Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

11 10.2 Notwithstanding Section 10.1, a Party who prevails in a contested enforcement
12 action brought pursuant to Section 3 may seek an award of attorneys' fees pursuant to Code of
13 Civil Procedure §1021.5 against a Party that acted with substantial justification. The Party
14 seeking such an award shall bear the burden of meeting all of the elements of §1021.5, and this
15 provision shall not be construed as altering any procedural or substantive requirements for
16 obtaining such an award.

17 10.3 Nothing in this Section 10 shall preclude a party from seeking an award of
18 sanctions pursuant to law.

19 **11. ENTIRE AGREEMENT**

20 11.1 This Consent Judgment contains the sole and entire agreement and understanding
21 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
22 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
23 and therein. There are no warranties, representations, or other agreements between the Parties
24 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
25 other than those specifically referred to in this Consent Judgment have been made by any Party
26 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
27 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
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1 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
2 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
3 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
4 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
5 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
6 whether or not similar, nor shall such waiver constitute a continuing waiver.

7 **12. RETENTION OF JURISDICTION**

8 12.1 This Court shall retain jurisdiction of this matter to implement or modify the
9 Consent Judgment.

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

11 13.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
12 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
13 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

15 14.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
16 against an entity that is not a Settling Defendant on terms that are different than those contained in
17 this Consent Judgment.

18 **15. EXECUTION IN COUNTERPARTS**

19 15.1 The stipulations to this Consent Judgment may be executed in counterparts and by
20 means of facsimile or portable document format (pdf), which taken together shall be deemed to
21 constitute one document.

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

24 Dated:

25 _____
Judge of the Superior Court of the State of California

1 **IT IS SO STIPULATED:**

2 Dated: December 2 2014

CENTER FOR ENVIRONMENTAL HEALTH

3
4 

5 By

6 Charles Pizzino

7 Printed Name

8 Associate Director

9 Title

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11
12
13 Dated: _____, 2014

TANGERINE CONFECTIONERY, LTD.

14
15
16 By

17
18 Printed Name

19
20 Title

1 **IT IS SO STIPULATED:**

2 Dated: _____, 2014

CENTER FOR ENVIRONMENTAL HEALTH

3
4
5 By _____

6
7 Printed Name _____

8
9 Title _____

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12
13 Dated: 26th Nov, 2014

TANGERINE CONFECTIONERY, LTD.

14
15 
16 By _____

17 PETER SANDERS
18 Printed Name

19 TECHNICAL DIRECTOR
20 Title

EXHIBIT A
Settling Defendant

Settling Defendant: Tangerine Confectionery, Ltd.

1. Defendant's Settlement Payment and Allocation:

Total Settlement Payment	\$67,500
Civil Penalty	\$ 8,930
Payment in Lieu of Civil Penalty	\$13,400
Attorneys' Fees and Costs	\$45,170

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EXHIBIT B
LIST OF ENTITIES NOT SUBJECT
TO DOWNSTREAM RELEASE

Amazon.com, Inc.
Aria Candy LLC
Buisson, Inc.
Candy Crate
Candy Direct.com
Cloetta A.B.
Cloetta Holland B.V.
CVS Pharmacy, Inc.
Ercus Group
Gerrit J. Verburg Co.
Grupo Ercus, S.A. de C.V.
In-Store Distributors, Inc.
John Sommer, Inc.
King Regal, SA
Kookaburra Licorice Co.
L.T. Miller Factory
New Zealand Natural Goods, Inc.
Quill Corporation
Staples, Inc.
The Hershey Company

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EXHIBIT C

Approved “Not For Sale In California” Language

1.1 **Products are Not for Sale or Resale in the State of California, United States of America (USA)**

The Customer shall not sell or purport to sell any Products in the State of California, USA, by way of direct sales to consumers or reselling to any distributor, retailer, agent or third party for ultimate sale in California. In addition, the Customer shall:

- (a) include in all sales documents that the Product is not to be sold in the State of California;
- (b) where it is re-packaging the Product, state the following notice on the exterior of all Packaging : *"Notice: This Product is not Intended for Sale to Consumers in the State of California, U.S.A."* in bold typeface and size at least equal to other shipping instructions; and
- (c) under no circumstances re-package Products shipped by the Company in any Packaging intended for retail sales.