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5 Attorney for Plaintiff
ENVIRONMENTAL RESEARCH CENTER, INC.

6
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11 Attorney for Defendants
12 TRADER JOE'S COMPANY and
TRADER JOE'S EAST, INC.
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF ALAMEDA**

16 ENVIRONMENTAL RESEARCH CENTER,
17 INC., a non-profit California corporation,

18 Plaintiff,

19 vs.

20 TRADER JOE'S COMPANY, a California
21 corporation, and TRADER JOE'S EAST, INC.
a Massachusetts corporation,

22 Defendants.
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25
26
27
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Case No. RG16833585

**STIPULATED CONSENT
JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Action Filed: October 3, 2016

Trial Date: None set

1 **1. INTRODUCTION**

2 **1.1** On October 3, 2016, Plaintiff Environmental Research Center, Inc. (“ERC”), a
3 non-profit corporation, as a private enforcer and in the public interest, initiated this action by
4 filing a Complaint for Injunctive Relief and Civil Penalties (the “Complaint”) pursuant to the
5 provisions of California Health and Safety Code section 25249.5 et seq. (“Proposition 65”),
6 against Trader Joe’s Company and Trader Joe’s East, Inc. (collectively “Trader Joe’s”). ERC
7 alleges that the following products (referred to hereinafter individually as a “Covered Product”
8 or collectively as “Covered Products”) sold by Trader Joe’s contain lead, a chemical listed under
9 Proposition 65 as a carcinogen and reproductive toxin, and expose consumers to this chemical at
10 a level requiring a Proposition 65 warning:

- 11 • Trader Joe’s Trader Darwin’s Soy Protein Powder Quick Dissolve Vanilla
 Flavored (SKU No. 35336)
- 12 • Trader Joe’s Organic Hemp Protein Powder Vanilla Flavored (SKU No. 93156)
- 13 • Trader Joe’s Super Green Drink Powder Berry Flavor (SKU No. 99157)

14 **1.2** ERC and Trader Joe’s are hereinafter referred to individually as a “Party” or
15 collectively as the “Parties.”

16 **1.3** ERC is a California non-profit corporation dedicated to, among other causes,
17 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
18 and toxic chemicals, facilitating a safe environment for consumers and employees, and
19 encouraging corporate responsibility.

20 **1.4** ERC alleges that each entity has employed ten or more persons at all times
21 relevant to this action, and qualifies as a “person in the course of business within the meaning of
22 Proposition 65. Trader Joe’s Company manufactures, distributes, and sells the Covered
23 Products.

24 **1.5** The Complaint is based on allegations contained in ERC’s Notice of Violation
25 dated January 13, 2016 that was served on the California Attorney General, other public
26 enforcers, and Trader Joe’s (“Notice”). A true and correct copy of the Notice is attached as
27 **Exhibit A** and is hereby incorporated by reference. More than 60 days have passed since the
28 Notice was served on the Attorney General, public enforcers, and Trader Joe’s, and no

1 designated governmental entity has filed a complaint against Trader Joe's with regard to the
2 Covered Products or the alleged violations.

3 **1.6** ERC's Notice and Complaint allege that use of the Covered Product exposes
4 persons in California to lead without first providing clear and reasonable warnings in violation of
5 California Health and Safety Code Section 25249.6. Trader Joe's generally denies all material
6 and factual allegations contained in or arising from ERC's Notice, asserts that it has various
7 affirmative defenses to such potential claims, and specifically denies that the Plaintiff or
8 California consumers have been harmed or damaged by its conduct or products, including the
9 Covered Products.

10 **1.7** The Parties have entered into this Consent Judgment in order to settle,
11 compromise, and resolve disputed claims and thus avoid prolonged and costly litigation.
12 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of the
13 Parties (or by any of their respective officers, directors, shareholders, employees, agents, parent
14 companies, subsidiaries, divisions, franchisees, licensees, customers, suppliers, distributors,
15 wholesalers, or retailers) of any fact, conclusion of law, issue of law, violation of law, fault,
16 wrongdoing, or liability. Nothing in this Consent Judgment or any document referred to shall be
17 construed as giving rise to any presumption or inference of admission or concession by the
18 Parties as to any fault, wrongdoing, or liability. This Section shall not diminish or otherwise
19 affect the obligations, responsibilities, and duties of the Parties under this Agreement.

20 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
21 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
22 other or future legal proceeding. Provided however, nothing in this Section shall affect the
23 enforceability of this Consent Judgment.

24 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as a
25 Judgment by this Court.

26 **2. JURISDICTION AND VENUE**

27 **2.1** For purposes of this Consent Judgment and any further court action that may
28 become necessary to enforce this Consent Judgment, the Parties stipulate that this Court has

1 subject matter jurisdiction over the allegations of violations contained in the Complaint, personal
2 jurisdiction over Trader Joe's as to the acts alleged in the Complaint, that venue is proper in
3 Alameda County, and that this Court has jurisdiction to enter this Consent Judgment as a full and
4 final resolution of all claims up through and including the Compliance Date which were or could
5 have been asserted in this action based on the facts alleged in the Notice and Complaint.

6 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING, AND WARNINGS**

7 **3.1** Beginning three months from the Effective Date ("Compliance Date"), Trader
8 Joe's shall not "Distribute into the State of California" any Covered Product which exposes a
9 person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day when the
10 maximum suggested dose is taken as directed on the Covered Product's label, unless each such
11 unit of the Covered Products meets the warning requirements under Section 3.2.

12 **3.1.1** As used in this Consent Judgment, the term "Distribute(d) into the State of
13 California" shall mean to sell, at a Trader Joe's store in California, a Covered Product.

14 **3.1.2** For purposes of this Consent Judgment, the "Daily Lead Exposure Level"
15 shall be measured in micrograms, and shall be calculated using the following formula:
16 micrograms of lead per gram of product, multiplied by grams of product per serving of the
17 product (using the largest serving size appearing on the product label), multiplied by servings of
18 the product per day (using the largest number of servings in a recommended dosage appearing on
19 the product label), which equals micrograms of lead exposure per day.

20 **3.1.3** Trader Joe's is not required to undertake any efforts or conduct to remove
21 from the stream of commerce Covered Products that have entered into the stream of commerce
22 prior to the Compliance Date. All Covered Products that have been or will have been
23 distributed, shipped, sold, or otherwise placed in the stream of commerce by Trader Joe's
24 through and including the Compliance Date of this Consent Judgment are exempt from the
25 provisions of Section 3 and are included within the release in Section 8.

26 **3.2 Clear and Reasonable Warnings**

27 **3.2.1** If Trader Joe's is required to provide a warning pursuant to Section 3.1,
28 the following warning must be utilized ("Warning"):

1 **WARNING:** This product can expose you to chemicals including [lead] which is known to
2 the State of California to cause [cancer and] birth defects or other reproductive harm. For
 more information go to www.P65Warnings.ca.gov.

3 Trader Joe's shall use the phrase "cancer and" in the Warning only if the maximum recommended
4 daily dose causes an exposure to more than 15 micrograms of lead when taken as directed on the
5 Covered Product's label.

6 **3.2.2** Beginning on the Compliance Date, Trader's Joe's shall cease and desist
7 from using labels on the Covered Products (a) containing recommendation that more than one
8 serving size of a Covered Product be consumed per day; and (b) declaring a recommended
9 serving size greater than the following amounts:

- 10 • Trader Joe's's Trader Darwin's Soy Protein Powder Quick Dissolve Vanilla: 15 g
- 11 • Trader Joe's Organic Hemp Protein Powder Vanilla Flavor: 30g

12 To the extent that ERC believes Trader Joe's has overlooked a label subject to this
13 obligation, it shall notify Trader Joe's and provide Trader Joe's with an opportunity to cure
14 pursuant to Section 6.2 below.

15 **3.2.3** For sales at brick and mortar retail establishments in California, the
16 warning statement set forth in Section 3.2 shall be prominent at the point of display of the
17 Covered Products wherever they are offered for sale in California. Signs shall not be covered or
18 obscured, and the warning statement shall be displayed with such conspicuousness, as compared
19 with other words, statements, designs, or devices at the point of display in California, as to
20 render it likely to be read and understood by an ordinary individual prior to purchase or use. The
21 Warning shall be presented on a sign or shelf label in a font no smaller than the largest type size
22 used for other information on the sign or on a shelf label for similar products. The word
23 "WARNING" shall be in capital letters and in bold print. No statements contradicting or
24 conflicting with the Warning shall accompany the warning.

25 **4. SETTLEMENT PAYMENT**

26 **4.1** In full satisfaction of all potential civil penalties, additional settlement payments,
27 attorneys' fees, and costs, Trader Joe's shall make a total payment of \$105,000.00 ("Total
28 Settlement Amount") to ERC within 14 days of the Effective Date ("Due Date"). Trader Joe's

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OK 12/13/16
RF 12/13/16

1 shall make this payment by wire transfer to ERC's escrow account, for which ERC will give
2 Trader Joe's the necessary account information. The Total Settlement Amount shall be
3 apportioned as follows:

4 **4.2** \$29,553.62 shall be considered a civil penalty pursuant to California Health and
5 Safety Code section 25249.7(b)(1). ERC shall remit 75% (\$22,165.22) of the civil penalty to the
6 Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe
7 Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety
8 Code section 25249.12(c). ERC will retain the remaining 25% (\$7,388.40) of the civil penalty.

9 **4.3** \$8,960.94 shall be distributed to ERC as reimbursement to ERC for reasonable
10 costs incurred in bringing this action.

11 **4.4** \$22,165.18 shall be distributed to ERC as an Additional Settlement Payment
12 ("ASP"), pursuant to California Code of Regulations, title 27, sections 3203, subdivision (d) and
13 3204. ERC will utilize the ASP for activities that address the same public harm as allegedly
14 caused by Defendant in this matter. These activities are detailed below and support ERC's
15 overarching goal of reducing and/or eliminating hazardous and toxic chemicals in dietary
16 supplement products in California. ERC's activities have had, and will continue to have, a direct
17 and primary effect within the State of California because California consumers will be benefitted
18 by the reduction and/or elimination of exposure to lead in dietary supplements and/or by
19 providing clear and reasonable warnings to California consumers prior to ingestion of the
20 products.

21 **4.5** Based on a review of past years' actual budgets, ERC is providing the following
22 list of activities ERC engages in to protect California consumers through Proposition 65 citizen
23 enforcement, along with a breakdown of how ASP funds will be utilized to facilitate those
24 activities: (1) ENFORCEMENT (55-70%): obtaining, shipping, analyzing, and testing dietary
25 supplement products that may contain lead and are sold to California consumers; continued
26 monitoring and enforcement of past consent judgments and settlements to ensure companies are
27 in compliance with their obligations thereunder, with a specific focus on those judgments and
28 settlements concerning lead (which necessarily includes additional work purchasing, processing,

1 analyzing, and testing consumer products; litigating matters that result in defaults, bankruptcies,
2 or dismissals; (2) VOLUNTARY COMPLIANCE PROGRAM (10-20%): maintaining ERC's
3 Voluntary Compliance Program by acquiring products from companies, developing and
4 maintaining a case file, testing products from these companies, providing the test results and
5 supporting documentation to the companies, and offering guidance in implementing a self-testing
6 program for lead in dietary supplement products; (3) "GOT LEAD" PROGRAM (up to 5%):
7 maintaining ERC's "Got Lead?" Program which reduces the numbers of contaminated products
8 that reach California consumers by providing access to free testing for lead in dietary supplement
9 products (products submitted to the program are screened for ingredients which are suspected to
10 be contaminated, and then may be purchased by ERC, catalogued, sent to a qualified laboratory
11 for testing, and the results shared with the consumer that submitted the product); (4)
12 DONATION: from this settlement, a donation of \$1,100.00 to Center For Environmental
13 Health_ will be provided to address reducing toxic chemical exposures in California and
14 following up with the recipient to ensure the funds are utilized in a manner that is consistent with
15 ERC's mission and stated purpose of the Donation; (5) PUBLIC OUTREACH (up to 5%): public
16 outreach programs including maintaining ERC's blog, website, and social media accounts;
17 (6) SPECIAL PROJECTS (10-20%): projects including obtaining expert and legal opinions not
18 specific to any one case that are necessary to the continued private enforcement of Proposition
19 65; (7) SCHOLARSHIPS (up to 5%): scholarships for college students in California who have
20 been or are currently diagnosed with cancer or who are pursuing an environmental health science
21 major; and (8) PRODUCT DATABASE (up to 5%): maintaining a database with all products
22 sold to California consumers that ERC has tested for lead, cadmium, or arsenic.

23 **4.6** ERC will maintain adequate records to document that the funds paid as an ASP
24 are spent on the activities described herein. ERC shall provide the Attorney General, within
25 thirty days of any request, copies of documentation demonstrating how such funds have been
26 spent.

27 **4.7** \$18,200.00 shall be distributed to the Law Office of Richard M. Franco as
28 reimbursement of ERC's attorneys' fees, while \$26,120.26 shall be distributed to ERC for its

1 in-house legal fees. Except as explicitly provided herein, each Party shall bear its own fees and
2 costs.

3 **4.8** In the event that Trader Joe’s fails to remit the Total Settlement Payment owed
4 under Section 4 of this Consent Judgment on or before the Due Date, Trader Joe’s shall be
5 deemed to be in material breach of its obligations under this Consent Judgment. ERC shall
6 provide written notice of the delinquency to Trader Joe’s via electronic mail. If Trader Joe’s
7 fails to deliver the Total Settlement Payment within fifteen (15) days from the written notice, the
8 Total Settlement Payment shall accrue interest at the statutory judgment interest rate provided in
9 the California Code of Civil Procedure section 685.010.

10 **5. MODIFICATION OF CONSENT JUDGMENT**

11 **5.1** This Consent Judgment may be modified by written agreement and stipulation of
12 the Parties and upon having such stipulation reported to the Office of the California Attorney
13 General at least twenty-one days in advance of its submission to the Court for approval. ERC
14 shall not unreasonably withhold agreement to any modification requested by Trader Joe’s based
15 on an amendment to Proposition 65 or its supporting regulations, or a change in the case law
16 interpreting Proposition 65. If either party seeks to modify this Consent Judgment, then it must
17 provide written notice to the other party of its intent. If despite their meet-and-confer efforts, the
18 Parties are unable to reach agreement on a stipulated modification, either Party may file a noticed
19 motion for modification with the Court for good cause shown, provided a copy of the motion is
20 also served on the other Party and the Office of the California Attorney General.

21 **6. RETENTION OF JURISDICTION AND ENFORCEMENT**

22 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify, or terminate
23 this Consent Judgment.

24 **6.2** If ERC alleges that any Covered Product is being “Distributed into California”
25 which exposes a person to a “Daily Lead Exposure Level” of more than 0.5 micrograms of lead
26 per day when the maximum suggested dose is taken as directed on the Covered Product’s label
27 (for which ERC alleges that no Warning has been provided), then ERC shall inform Trader Joe’s
28 in a reasonably prompt manner of its test results, including information sufficient to permit

1 Trader Joe's to identify the Covered Product at issue. The Parties shall first attempt to resolve
2 the matter prior to ERC taking any further legal action. As long as Trader Joe's cures any such
3 alleged violations within the 30 (thirty) days of receipt of the written notice by ceasing the sale
4 of the Covered Products in California until such time as warnings are provided for it pursuant to
5 Section 3.2 above, then there shall be deemed no material violation.

6 **7. APPLICATION OF CONSENT JUDGMENT**

7 **7.1** This Consent Judgment may apply to, be binding upon, and benefit the Parties
8 and their respective officers, directors, shareholders, employees, agents, parent companies,
9 subsidiaries, divisions, franchisees, licensees, customers (excluding private labelers),
10 distributors, wholesalers, retailers, predecessors, successors, and assigns. This Consent
11 Judgment shall have no application to Covered Products which is distributed or sold exclusively
12 outside the State of California and which is not used by California consumers.

13 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

14 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
15 behalf of itself and in the public interest, and Trader Joe's and its respective officers, directors,
16 shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,
17 franchisees, licensees, customers (not including private label customers of Trader Joe's),
18 distributors, wholesalers, retailers, and all other upstream and downstream entities in the
19 distribution chain of any Covered Product, and the predecessors, successors, and assigns of any
20 of them (collectively, "Released Parties"). ERC hereby fully releases and discharges the
21 Released Parties from any and all claims, actions, causes of action, suits, demands, liabilities,
22 damages, penalties, fees, costs, and expenses asserted, or that could have been asserted from the
23 handling, use, or consumption of the Covered Products, as to any alleged violation of Proposition
24 65 or its implementing regulations arising from the failure to provide Proposition 65 warnings on
25 the Covered Products regarding lead up to and including the Compliance Date.

26 **8.2** ERC on its own behalf only, and Trader Joe's on its own behalf only, further
27 waive and release any and all claims they may have against each other for all actions or
28 statements made or undertaken in the course of seeking or opposing enforcement of Proposition

1 65 in connection with the Notice and Complaint up through and including the Compliance Date,
2 provided, however, that nothing in Section 8 shall affect or limit any Party's right to seek to
3 enforce the terms of this Consent Judgment. In addition, going forward, the Parties shall not
4 cause any aspect of this matter, the Notice, or the terms of this Consent Judgment not otherwise
5 available in the public record to be reported to the public or any media or news-reporting outlet.
6 Regardless of the form or formality of a communication or statement to the media or other
7 person or entity, neither any Party nor their counsel shall disparage the other. Notwithstanding
8 these obligations, the Parties may make such disclosures regarding this matter and terms of this
9 Consent Judgment as necessary to auditors or as otherwise required by state or federal law.

10 **8.3** It is possible that other claims not known to the Parties, arising out of the facts
11 alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be
12 discovered. ERC on behalf of itself only, and Trader Joe's on behalf of itself only, acknowledge
13 that this Consent Judgment is expressly intended to cover and include all such claims up through
14 and including the Compliance Date, including all rights of action therefore. ERC and Trader
15 Joe's acknowledge that the claims released in Sections 8.1 and 8.2 above may include unknown
16 claims, and nevertheless waive California Civil Code section 1542 as to any such unknown
17 claims. California Civil Code section 1542 reads as follows:

18 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
19 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
20 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH**
21 **IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED**
22 **HIS OR HER SETTLEMENT WITH THE DEBTOR.**

23 ERC on behalf of itself only, and Trader Joe's on behalf of itself only, acknowledge and
24 understand the significance and consequences of this specific waiver of California Civil Code
25 section 1542.

26 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
27 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead in
28 the Covered Products as set forth in the Notice and Complaint.

8.5 Nothing in this Consent Judgment is intended to apply to any occupational or
environmental exposures arising under Proposition 65, nor shall it apply to any of Trader Joe's

1 products other than the Covered Products.

2 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

3 **9.1** In the event that any of the provisions of this Consent Judgment are held by a
4 court to be unenforceable, the validity of the remaining enforceable provisions shall not be
5 adversely affected.

6 **10. GOVERNING LAW**

7 **10.1** The terms and conditions of this Consent Judgment shall be governed by and
8 construed in accordance with the laws of the State of California.

9 **11. PROVISION OF NOTICE**

10 **11.1** All notices required to be given to either Party to this Consent Judgment by the
11 other shall be in writing and sent to the following agents listed below via first-class mail.
12 Courtesy copies via email may also be sent.

13 **FOR ENVIRONMENTAL RESEARCH CENTER, INC.:**

14 Chris Heptinstall, Executive Director, Environmental Research Center
15 3111 Camino Del Rio North, Suite 400
16 San Diego, CA 92108
17 Tel: (619) 500-3090
18 Email: chris_erc501c3@yahoo.com

19 With a copy to:
20 RICHARD M. FRANCO
21 LAW OFFICE OF RICHARD M. FRANCO
22 6500 Estates Drive
23 Oakland, CA 94611
24 Ph: 510-684-1022
25 Email: rick@rfrancolaw.com

26 **FOR TRADER JOE'S COMPANY and TRADER JOE'S EAST, INC.**

27 Kathryn Cahan
28 Senior Vice President, General Counsel
29 Trader Joe's Company
30 800 South Shamrock Avenue
31 Monrovia, CA 91016

32 With a copy to:
33 DANIEL J. FARIA
34 O'MELVENY & MYERS LLP
35 400 South Hope Street

1 Los Angeles, CA 90071
2 Email: dfaria@omm.com

3 **12. COURT APPROVAL**

4 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
5 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
6 Consent Judgment.

7 **12.2** If the California Attorney General objects to any term in this Consent Judgment,
8 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible,
9 prior to the hearing on the motion.

10 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be void
11 and have no force or effect.

12 **13. EXECUTION AND COUNTERPARTS**

13 **13.1** This Consent Judgment may be executed in counterparts, which taken together
14 shall be deemed to constitute one document. A facsimile or .pdf signature shall be construed to
15 be as valid as the original signature.

16 **14. DRAFTING**

17 **14.1** The terms of this Consent Judgment have been reviewed by the respective counsel
18 for each Party prior to its signing, and each Party has had an opportunity to fully discuss the
19 terms and conditions with legal counsel. The Parties agree that, in any subsequent interpretation
20 and construction of this Consent Judgment, no inference, assumption, or presumption shall be
21 drawn, and no provision of this Consent Judgment shall be construed against any Party, based on
22 the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all
23 or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties
24 participated equally in the preparation and drafting of this Consent Judgment.

25 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

26 **15.1** If a dispute arises with respect to either Party's compliance with the terms of this
27 Consent Judgment entered by the Court, the Parties shall meet and confer in person, by
28 telephone, and/or in writing, and endeavor to resolve the dispute in an amicable manner. No

1 action or motion may be filed in the absence of such a good faith attempt to resolve the dispute
2 beforehand.

3 **16. ENFORCEMENT**

4 **16.1** ERC may, by motion or order to show cause before the Superior Court of
5 Alameda County, enforce the terms and conditions contained in this Consent Judgment. In any
6 action brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs,
7 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.
8 To the extent the failure to comply with the Consent Judgment constitutes a violation of
9 Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent Judgment,
10 but may seek in another action whatever fines, costs, penalties, or remedies as are provided by
11 law for failure to comply with Proposition 65 or other laws.

12 **17. ENTIRE AGREEMENT, AUTHORIZATION**

13 **17.1** This Consent Judgment contains the sole and entire agreement and understanding
14 of the Parties with respect to the entire subject matter herein, and any and all prior discussions,
15 negotiations, commitments, and understandings related hereto. No representations, oral or
16 otherwise, express or implied, other than those contained herein have been made by any Party.
17 No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to
18 exist or to bind any Party.

19 **17.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized
20 by the Party he or she represents to stipulate to this Consent Judgment.

21 **18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT, AND ENTRY OF
22 CONSENT JUDGMENT**

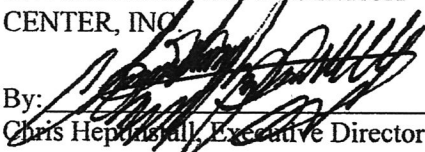
23 **18.1** This Consent Judgment has come before the Court upon the request of the Parties.
24 The Parties request the Court to fully review this Consent Judgment and, being fully informed
25 regarding the matters which are the subject of this action, to:

26 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
27 equitable settlement of all matters raised by the allegations of the Complaint that the matter has
28 been diligently prosecuted, and that the public interest is served by such settlement; and

1 (2) Make the findings pursuant to California Health and Safety Code section
2 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

3 **IT IS SO STIPULATED:**

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5 Dated: 12/7/, 2016

ENVIRONMENTAL RESEARCH
CENTER, INC.
By: 
Chris Hepburn, Executive Director

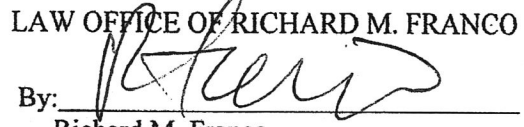
8 Dated: _____, 2016

TRADER JOE'S COMPANY and
TRADER JOE'S EAST, INC.

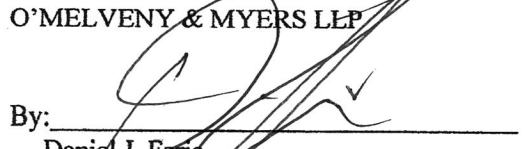
11 _____
By: Kathryn Cahan, Esq.
Senior Vice President, General Counsel

13 **APPROVED AS TO FORM:**

14 Dated: 12/7, 2016

LAW OFFICE OF RICHARD M. FRANCO
By: 
Richard M. Franco
Attorney for Plaintiff Environmental
Research Center, Inc.

18 Dated: 12/7, 2016

O'MELVENY & MYERS LLP
By: 
Daniel J. Faria
Attorney for Defendants Trader Joe's
Company and Trader Joe's East Inc.

1 (2) Make the findings pursuant to California Health and Safety Code section
2 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

3 **IT IS SO STIPULATED:**


4
5
6 Dated: _____, 2016

ENVIRONMENTAL RESEARCH
CENTER, INC.

7 By: _____
Chris Heptinstall, Executive Director

8
9 Dated: December 6, 2016

TRADER JOE'S COMPANY and
TRADER JOE'S EAST, INC.

10 
11 By: Kathryn Cahan, Esq.
12 Senior Vice President, General Counsel

13 **APPROVED AS TO FORM:**

14 Dated: _____, 2016

LAW OFFICE OF RICHARD M. FRANCO

15 By: _____
16 Richard M. Franco
17 Attorney for Plaintiff Environmental
Research Center, Inc.

18
19 Dated: _____, 2016

O'MELVENY & MYERS LLP

20 By: _____
21 Daniel J. Faria
22 Attorney for Defendants Trader Joe's
Company and Trader Joe's East Inc.

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ORDER AND JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved, and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____, 2016

Judge of the Superior Court