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Tram Bar, LLC and Tram Bar, LLC dba Kate's Real Food

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ENVIRONMENTAL RESEARCH CENTER, INC. a California non-profit corporation, **Plaintiff,** **v.** **TRAM BAR, LLC, TRAM BAR, LLC dba KATE'S REAL FOOD, and DOES 1-100** **Defendants.**	CASE NO. RG16838326 **STIPULATED CONSENT JUDGMENT** Health & Safety Code § 25249.5 *et seq.* Action Filed: Trial Date: None set

1. INTRODUCTION

1.1 No later than November 11, 2016, Plaintiff Environmental Research Center, Inc. ("ERC"), a non-profit corporation, as a private enforcer and in the public interest, will initiate this action by filing a Complaint (the "Complaint") for Injunctive and Declaratory Relief and Civil Penalties pursuant to the provisions of California Health and Safety Code section 25249.5

et seq. ("Proposition 65"), against Tram Bar, LLC, Tram Bar, LLC dba Kate's Real Food (collectively "Tram Bar") and Does 1-100. In this action, ERC will allege that a number of products manufactured, distributed, or sold by Tram Bar contain lead and/or cadmium (as identified below), chemicals listed under Proposition 65 as carcinogens and reproductive toxins, and expose consumers to these chemicals at a level requiring a Proposition 65 warning. These products (referred to hereinafter individually as a "Covered Product" or collectively as "Covered Products") are:

- Tram Bar, LLC's **Kate's Handle Bar Dark Chocolate Cherry Almond** - Lead
- Tram Bar, LLC's **Kate's Grizzly Bar Peanut Butter Dark Chocolate Trail Mix** – Lead, Cadmium
- Tram Bar, LLC's **Kate's Tiki Bar Coconut Mango Cashew** - Lead
- Tram Bar, LLC's **Kate's Tram Bar Peanut Butter Milk Chocolate Trail Mix** – Lead, Cadmium
- Tram Bar, LLC's **Kate's Stash Bar Peanut Butter Hemp & Flax** - Cadmium

1.2 ERC and Tram Bar are hereinafter referred to individually as a "Party" or collectively as the "Parties."

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

1.4 Tram Bar is an Idaho limited liability company which qualifies as a "person in the course of business" within the meaning of Proposition 65. Tram Bar manufactures, distributes, and/or sells the Covered Products.

1.5 The Complaint is based on allegations contained in ERC's Notice of Violation dated April 29, 2016, that was served on the California Attorney General, other public enforcers, and Tram Bar ("Notice"). A true and correct copy of the 60-Day Notice is attached

hereto as **Exhibit A** and is incorporated herein by reference. More than 60 days have passed since the Notice was served on the Attorney General, public enforcers, and Tram Bar and no designated governmental entity has filed a complaint against Tram Bar with regard to the Covered Products or the alleged violations.

1.6 ERC's Notice and Complaint allege that use of the Covered Products exposes persons in California to lead and/or cadmium without first providing clear and reasonable warnings in violation of California Health and Safety Code section 25249.6. Tram Bar denies all material allegations contained in the Notice and Complaint.

1.7 The Parties have entered into this Consent Judgment in order to settle, compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent Judgment shall constitute or be construed as an admission by any of the Parties, or by any of their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers. Nothing in this Consent Judgment shall be construed as an admission by the Parties of any fact, issue of law, or violation of law, nor shall compliance with this Consent Judgment be construed as an admission by the Parties of any fact, issue of law, or violation of law, at any time, for any purpose.

1.8 Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any current or future legal proceeding unrelated to these proceedings.

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

2. JURISDICTION AND VENUE

For purposes of this Consent Judgment and any further court action that may become necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction over Tram Bar as to the acts alleged in the Complaint that venue is proper in Alameda County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of

all claims up through and including the Compliance Date which were or could have been asserted in this action based on the facts alleged in the Notice and Complaint.

3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS

3.1 Beginning one hundred eighty (180) days from the Effective Date (the "Compliance Date"), Tram Bar shall be permanently enjoined from manufacturing for sale in the State of California, "Distributing into the State of California", or directly selling in the State of California, any Covered Products which exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day and/or "Daily Cadmium Exposure Level" of more than 4.10 micrograms of cadmium per day unless it meets the warning requirements under Section 3.2.

3.1.1 As used in this Consent Judgment, the term "Distributing into the State of California" shall mean to directly ship from its existing inventory a Covered Product into California for sale in California or to sell from its existing inventory a Covered Product to a distributor that Tram Bar knows or has reason to know will sell the Covered Product in California. "Existing inventory" excludes Covered Product shipped, sold, released and/or otherwise distributed by Tram Bar on or prior to the Compliance Date, even if such Covered Product is sold by a distributor or other third party in California after the Compliance Date.

3.1.2 For purposes of this Consent Judgment, the "Daily Lead Exposure Level" and "Daily Cadmium Exposure Level" shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead or cadmium per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), which, for purposes of measuring "Daily Lead Exposure Level" and "Daily Cadmium Exposure Level", shall be deemed to equal micrograms of lead or cadmium exposure per day.

3.2 Clear and Reasonable Warnings

If Tram Bar is required to provide a warning pursuant to Section 3.1, the following warning must be utilized ("Warning"):

Prior to August 30, 2018, Tram may utilize either of the Warnings listed below:

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

On or after August 30, 2018 Tram must utilize the following warning:

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

Tram Bar shall use the phrase "cancer and" in the Warning only if the "Daily Lead Exposure Level" is greater than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 3.4. As identified in the brackets, the warning shall appropriately reflect whether there is lead, cadmium, or both chemicals present in each of the Covered Products.

The Warning shall be securely affixed to or printed upon the container or label of each Covered Product. In addition, for any Covered Product sold over the internet, the Warning shall appear on the checkout page when a California delivery address is indicated for any purchase of any Covered Product. An asterisk or other identifying method must be utilized to identify which products on the checkout page are subject to the Warning.

The Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on its website or on the label or container of Tram Bar's product packaging and the word "**WARNING**" shall be in all capital letters and in bold print. No statements contradicting or conflicting with the Warning shall accompany the Warning.

Tram Bar must display the above Warning with such conspicuousness, as compared with other words, statements, design of the label, container, or on its website, as applicable, to render the Warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the product.

3.3 Reformulated Covered Products

A Reformulated Covered Product is one for which the "Daily Lead Exposure Level" is no greater than 0.5 micrograms of lead per day and/or "Daily Cadmium Exposure Level" is no more than 4.10 micrograms of cadmium per day as determined by the quality control methodology described in Section 3.4.

3.4 Testing and Quality Control Methodology

3.4.1 Beginning within one year of the Compliance Date, Tram Bar shall arrange for lead and/or cadmium testing of the Covered Products at least once a year for a minimum of three (3) consecutive years by arranging for testing of three (3) randomly selected samples of each of the Covered Products, in the form intended for sale to the end-user, which Tram Bar intends to sell or is manufacturing for sale in California, directly selling to a consumer in California or "Distributing into the State of California." If tests conducted pursuant to this Section demonstrate that no Warning is required for a Covered Product during each of three (3) consecutive years, then the testing requirements of this Section will no longer be required as to that Covered Product.

3.4.2 For purposes of measuring the "Daily Lead Exposure Level" and/or "Daily Cadmium Exposure Level," the highest lead and/or cadmium detection result for each of the three (3) randomly selected samples of the Covered Products, calculated for the largest serving size appearing on such Covered Product label as set forth in Section 3.1.2, will be controlling. For purposes of this Consent Judgement, a "sample" shall be one (1) package of a Covered Product, and the "highest lead and/or cadmium detection result" for a sample shall be the arithmetic mean of all measured values of replicate tests for such sample.

3.4.3 All testing pursuant to this Consent Judgment shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection, qualification, accuracy, and precision that meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS") achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing method subsequently agreed to in writing by the Parties and approved by the Court through entry of a modified consent judgment.

3.4.4 All testing pursuant to this Consent Judgment shall be performed by an independent third party laboratory certified by the State of California or accredited by the State of California, a federal agency, the National Environmental Laboratory Accreditation Program

or similar nationally recognized accrediting organization to perform the particular method of detection and analysis in question.

3.4.5 Nothing in this Consent Judgment shall limit Tram Bar's ability to conduct, or require that others conduct, additional testing of the Covered Products, including the raw materials used in their manufacture.

3.4.6 Within thirty (30) days of ERC's written request, Tram Bar shall deliver lab reports obtained pursuant to Section 3.4 to ERC. Tram Bar shall retain all test results and documentation for a period of three (3) years from the date of each test.

4. SETTLEMENT PAYMENT

4.1 In full satisfaction of all potential civil penalties, additional settlement payments, attorney's fees, and costs, Tram Bar shall make a total payment of $32,500.00. ("Total Settlement Amount") to ERC. The Total Settlement Amount shall be paid in a total of six consecutive montly payments. The first payment of $5,416.65 shall be due and owing five (5) business days from the Effective Date. The next five (5) consecutive equal monthly payments of $5,416.67 shall follow in thirty day incremenets from the Effective Date ("Due Dates"). Tram Bar shall make this payment by wire transfer to ERC's escrow account, for which ERC will give Tram Bar the necessary account information. The Total Settlement Amount shall be apportioned as follows:

4.2 $5,940.12 shall be considered a civil penalty pursuant to California Health and Safety Code section 25249.7(b)(1). ERC shall remit 75% ($4,455.09) of the civil penalty to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety Code section 25249.12(c). ERC will retain the remaining 25% ($1,485.03) of the civil penalty.

4.3 $1,530.10 shall be distributed to ERC as reimbursement to ERC for reasonable costs incurred in bringing this action.

4.4 $4,455.08 shall be distributed to ERC as an Additional Settlement Payment ("ASP"), pursuant to California Code of Regulations, title 27, sections 3203, subdivision (d) and 3204. ERC will utilize the ASP for activities detailed below that support ERC's overarching goal

of reducing and/or eliminating hazardous and toxic chemicals in dietary supplement products in California. ERC's activities have had, and will continue to have, a direct and primary effect within the State of California because California consumers will be benefitted by the reduction and/or elimination of exposure to lead and/or cadmium in dietary supplements and/or by providing clear and reasonable warnings to California consumers prior to ingestion of the products.

Based on a review of past years' actual budgets, ERC is providing the following list of activities ERC engages in to protect California consumers through Proposition 65 citizen enforcement, along with a breakdown of how ASP funds will be utilized to facilitate those activities: (1) ENFORCEMENT (55-70%): obtaining, shipping, analyzing, and testing dietary supplement products that may contain lead and/or cadmium and are sold to California consumers; continued monitoring and enforcement of past consent judgments and settlements to ensure companies are in compliance with their obligations thereunder, with a specific focus on those judgments and settlements concerning lead and/or cadmium (which necessarily includes additional work purchasing, processing, analyzing and testing consumer products; litigating matters that result in defaults, bankruptcies, or dismissals; (2) VOLUNTARY COMPLIANCE PROGRAM (10-20%): maintaining ERC's Voluntary Compliance Program by acquiring products from companies, developing and maintaining a case file, testing products from these companies, providing the test results and supporting documentation to the companies, and offering guidance in implementing a self-testing program for lead and/or cadmium in dietary supplement products; (3) "GOT LEAD" PROGRAM (up to 5%): maintaining ERC's "Got Lead?" Program which reduces the numbers of contaminated products that reach California consumers by providing access to free testing for lead in dietary supplement products (Products submitted to the program are screened for ingredients which are suspected to be contaminated, and then may be purchased by ERC, catalogued, sent to a qualified laboratory for testing, and the results shared with the consumer that submitted the product); (4) DONATION: from this settlement, a donation of $223.00 to As You Sow will be provided to address reducing toxic chemical exposures in California and following up with the recipient to ensure the funds are utilized in a manner that is consistent with ERC's mission and stated purpose of the Donation; (5) PUBLIC OUTREACH (up

to 5%): public outreach programs including maintaining ERC's blog, website, and social media accounts; (6) SPECIAL PROJECTS (10-20%): projects including obtaining expert and legal opinions not specific to any one case that are necessary to the continued private enforcement of Proposition 65 (7) SCHOLARSHIPS (up to 5%): scholarships for college students in California who have been or are currently diagnosed with cancer or who are pursuing an environmental health science major; and (8) PRODUCT DATABASE (up to 5%): maintaining a database with all products sold to California consumers that ERC has tested for lead, cadmium, or arsenic.

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

4.5 $20,574.70 shall be distributed to ERC for its in-house legal fees. Except as explicitly provided herein, each Party shall bear its own fees and costs.

4.6 In the event that Tram Bar fails to remit one or more settlement payments owed under Section 4 of this Consent Judgment on or before the Due Dates, Tram Bar shall be deemed to be in material breach of its obligations under this Consent Judgment. ERC shall provide written notice of the delinquency to Tram Bar via electronic mail. If Tram Bar fails to deliver the Total Settlement Payment within five (5) business days from the written notice, the Total Settlement Payment shall accrue interest at the statutory judgment interest rate provided in the Code of Civil Procedure section 685.010. Additionally, Tram Bar agrees to pay ERC's reasonable attorney's fees and costs for any efforts to collect the payment due under this Consent Judgment.

5. MODIFICATION OF CONSENT JUDGMENT

5.1 This Consent Judgment may be modified only as to injunctive terms (i) by written stipulation of the Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent judgment.

5.2 If Tram Bar seeks to modify this Consent Judgment under Section 5.1, then Tram Bar must provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks to meet and confer regarding the proposed modification in the Notice of Intent, then ERC must

provide written notice to Tram Bar within thirty (30) days of receiving the Notice of Intent. If ERC notifies Tram Bar in a timely manner of ERC's intent to meet and confer, then the Parties shall meet and confer in good faith as required in this Section. The Parties shall meet in person or via telephone within thirty (30) days of ERC's notification of its intent to meet and confer. Within thirty (30) days of such meeting, if ERC disputes the proposed modification, ERC shall provide to Tram Bar a written basis for its position. The Parties shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. Should it become necessary, the Parties may agree in writing to different deadlines for the meet-and-confer period.

5.3 In the event that Tram Bar initiates or otherwise requests a modification under Section 5.1, and the meet and confer process leads to a joint motion or application of the Consent Judgment, Tram Bar shall reimburse ERC its costs and reasonable attorney's fees for the time spent in the meet-and-confer process and filing and arguing the motion or application.

5.4 Where the meet-and-confer process does not lead to a joint motion or application in support of a modification of the Consent Judgment, then either Party may seek judicial relief on its own.

6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT JUDGMENT

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

6.2 If ERC alleges that any Covered Product fails to qualify as a Reformulated Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall inform Tram Bar in a reasonably prompt manner of its test results, including information sufficient to permit Tram Bar to identify the Covered Products at issue. Tram Bar shall, within thirty (30) days following such notice, provide ERC with testing information, from an independent third-party laboratory meeting the requirements of Sections 3.4.3 and 3.4.4, demonstrating Tram Bar's compliance with the Consent Judgment, if warranted. The Parties shall first attempt to resolve the matter prior to ERC taking any further legal action.

7. APPLICATION OF CONSENT JUDGMENT

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

8. BINDING EFFECT, CLAIMS COVERED AND RELEASED

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

8.2 ERC on its own behalf only, and Tram Bar on its own behalf only, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notice and Complaint up through and including the Compliance Date, provided, however, that nothing in Section 8 shall affect or limit any Party's right to seek to enforce the terms of this Consent Judgment.

8.3 It is possible that other claims not known to the Parties, arising out of the facts alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be

discovered. ERC on behalf of itself only, and Tram Bar on behalf of itself only, acknowledge that this Consent Judgment is expressly intended to cover and include all such claims up through and including the Compliance Date, including all rights of action therefore. ERC and Tram Bar acknowledge that the claims released in Sections 8.1 and 8.2 above may include unknown claims, and nevertheless waive California Civil Code section 1542 as to any such unknown claims. California Civil Code section 1542 reads as follows:

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

ERC on behalf of itself only, and Tram Bar on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

8.4 Compliance with the terms of this Consent Judgment shall be deemed to constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead and/or cadmium in 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 Tram Bar's products other than the Covered Products.

9. SEVERABILITY OF UNENFORCEABLE PROVISIONS

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

10. GOVERNING LAW

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

11. PROVISION OF NOTICE

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

FOR ENVIRONMENTAL RESEARCH CENTER, INC.:

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

With a copy to:
Michael Freund
Ryan Hoffman
Michael Freund & Associates
1919 Addison Street, Suite 105
Berkeley, CA 94704
Telephone: (510) 540-1992
Facsimile: (510) 540-5543

TRAM BAR, LLC and TRAM BAR, LLC dba KATE'S REAL FOOD

Kate Schade, CEO
Tram Bar, LLC dba Kate's Real Food
PO Box 1079
Victor, ID 83455
Telephone: (208) 354-4790

With copies to:
Dennis E. Raglin
RIMON, P.C.
One Embarcadero Center, Suite 400
San Francisco, CA 94111
Telephone: (415) 529-6492
Facsimile: (415) 529-6492

Herbert J. Heimerl III
Heimerl Law Firm, P.C.
217 S. Main St.
PO Box 499
Victor, ID 83455
Telephone: (208) 787-0337
Facsimile: (866) 800-9388

12. COURT APPROVAL

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

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

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

13. EXECUTION AND COUNTERPARTS

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

14. DRAFTING

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

15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

If a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand.

16. ENFORCEMENT

ERC may, by motion or order to show cause before the Superior Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment. In any action brought by ERC to enforce this Consent Judgment, ERC may seek whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.

To the extent the failure to comply with the Consent Judgment constitutes a violation of Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent Judgment, but may seek in another action whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with Proposition 65 or other laws.

17. ENTIRE AGREEMENT, AUTHORIZATION

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

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

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

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

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

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

IT IS SO STIPULATED:

Dated: 11/7/, 2016

ENVIRONMENTAL RESEARCH CENTER, INC.

By: _____
Chris Heptinstall, Executive Director

Dated: 11/8, 2016

TRAM BAR, LLC

By: _____
Kate Schade, CEO

Dated: 11/8, 2016

TRAM BAR, LLC dba KATE'S REAL FOOD

By: _____
Kate Schade, CEO

APPROVED AS TO FORM:

Dated: _____, 2016

ENVIRONMENTAL RESEARCH CENTER, INC.

By: _____
Anne Barker
In-House Counsel for Plaintiff
Environmental Research Center, Inc.

Dated: 11/8/, 2016

RIMON, P.C.

By: _____
Dennis E. Raglin
Attorney for Defendants, Tram Bar, LLC and Tram Bar, LLC dba Kate's Real Food

Dated: _____, 2016

TRAM BAR, LLC

By: _____
Kate Schade, CEO

Dated: _____, 2016

TRAM BAR, LLC dba KATE'S REAL FOOD

By: _____
Kate Schade, CEO

APPROVED AS TO FORM:

Dated: _____, 2016

ENVIRONMENTAL RESEARCH CENTER, INC.

By: _____
Anne Barker
In-House Counsel for Plaintiff
Environmental Research Center, Inc.

Dated: _____, 2016

RIMON, P.C.

By: _____
Dennis E. Raglin
Attorney for Defendants, Tram Bar, LLC and Tram Bar, LLC dba Kate's Real Food

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