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

CENTER FOR ENVIRONMENTAL HEALTH,)	Case No. RG 17-851470
)	
Plaintiff,)	[PROPOSED] CONSENT JUDGMENT
)	AS TO BFY BRANDS, INC. AND
v.)	MEDORA SNACKS, LLC
)	
SNACK INNOVATIONS INC., <i>et al.</i> ,)	
)	
Defendants.)	
)	
)	
)	

1. DEFINITIONS

1.1 The “Complaint” means the operative complaint in the above-captioned matter.

1.2 “Covered Products” means fried or baked snack food products derived from potatoes or sweet potatoes, including sliced Potato Chips (as defined below) and snack food products containing potato or sweet potato flour (such as extruded vegetable chips, vegetable sticks, and vegetable straws).

1.3 “Potato Chips” means sliced potato chips. It is the Parties’ intent that the Potato Chips referenced in this Consent Judgment are the kind of products falling within in the “potato chip products” category in the Consent Judgment as to Defendant Frito-Lay, Inc., entered August 1, 2008, in *People v. Frito-Lay, Inc., et al.*, Los Angeles County Superior Court Case No. BC 338956.¹

1.4 “Extruded Products” means all Covered Products other than Potato Chips. It is the Parties’ intent that the Extruded Products referenced in this Consent Judgment are the kind of products falling within Type 4 in the “extruded, pellet, and baked products” category in the Consent Judgment as to Defendant Snak King Corporation, entered August 31, 2011, in *People v. Snyder’s of Hanover, et al.*, Alameda County Superior Court Case No. RG 09-455286.²

1.5 “Effective Date” means the date on which notice of entry of this Consent Judgment by the Court is served upon Settling Defendants.

2. INTRODUCTION

2.1 The Parties to this Consent Judgment are the Center for Environmental Health, a California non-profit corporation (“CEH”), on the one hand, and BFY Brands, Inc. and Medora Snacks, LLC (collectively, “Settling Defendants”), on the other hand. CEH and Settling Defendants (the “Parties”) enter into this Consent Judgment to settle certain claims asserted by CEH against Settling Defendants as set forth in the Complaint.

2.2 On or about September 30, 2016, CEH provided a 60-day Notice of Violation of Proposition 65 to the California Attorney General, the District Attorneys of every county in California, the City Attorneys of every California city with a population greater than 750,000, and to Settling Defendants, alleging that Settling Defendants violated Proposition 65 by exposing

¹ Examples of these products are found in Exhibit A to the Frito-Lay Consent Judgment, which is attached hereto as Exhibit 1 and available at <http://www.prop65daily.com/Litigation/People%20v%20FritoLay%20LA%20BC338956/People%20v.%20Frito-Lay%20-%20Consent%20Judgment%20as%20to%20Frito-Lay.pdf>.

² These products are referred to as “Group C, Type 4” products in Exhibit A to the Snak King Consent Judgment, which is attached hereto as Exhibit 2 and available on the Attorney General’s website at <https://oag.ca.gov/prop65/litigation>.

persons in California to acrylamide contained in Covered Products without first providing a clear and reasonable Proposition 65 warning (the “Notice”).

2.3 Each Settling Defendant is a corporation or other business entity that engages in one or more of the following: manufactures, distributes, sells, or offers for sale Covered Products that are sold in the State of California or has done so at times relevant to the Complaint.

2.4 On March 2, 2017, CEH filed the Complaint in the above-captioned matter, naming Settling Defendants as original defendants.

2.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over Settling Defendants 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 and enforce 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 and in the Notice with respect to Covered Products manufactured, distributed, and/or sold, as applicable, by Settling Defendants.

2.6 Nothing in this Consent Judgment is or shall be construed as an admission against interest 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 against interest 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.

3. INJUNCTIVE RELIEF

3.1 **Reformulation of Covered Products.** Commencing on the Effective Date, Settling Defendants shall not manufacture, ship, sell, or offer for sale Covered Products that will be sold in or offered for sale in California that exceed the following acrylamide concentration levels (the “Reformulation Levels”):

3.1.1 For Potato Chips: the acrylamide concentration of any individual unit shall not exceed 281 parts per billion (“ppb”) acrylamide by weight, based on a representative composite sample of the chips in the individual unit being tested (“Potato Chips Unit Level”);

3.1.2 For Extruded Covered Products: the acrylamide concentration of any individual unit shall not exceed 490 ppb by weight, based on a representative composite sample of the chips or crisps in the individual unit being tested (the “Extruded Covered Products Unit Level”);

3.1.3 For Extruded Covered Products: the average acrylamide concentration shall not exceed 350 ppb by weight (the “Average Level”). The Average Level shall be determined by randomly selecting at least five (5) representative composite samples from five (5) different lots of Extruded Covered Products (or the maximum number of lots available for testing if less than 5) during a manufacturing interval of at least sixty (60) days.

The acrylamide concentration of a Covered Product for all purposes under this Consent Judgment shall be determined by use of a test performed by an accredited laboratory using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid Chromatograph-Mass Spectrometry), or any other testing method agreed upon by the Parties. For avoidance of doubt, Covered Products either manufactured, or distributed, or sold by Settling Defendants prior to the Effective Date are not subject to the Reformulation Levels, even if such products are sold in California or to California consumers after the Effective Date

4. ENFORCEMENT

4.1 **General Enforcement Provisions.** CEH may, by motion or application for an order to show cause before this Court, enforce the terms and conditions contained in this Consent Judgment. Any action to enforce alleged violations of Section 3.1 by Settling Defendants shall be brought exclusively pursuant to this Section 4, and be subject to the meet and confer requirement of Section 4.2.4 if applicable.

4.2 Enforcement of Reformulation Commitment.

4.2.1 Notice of Violation. In the event that CEH identifies a Covered Product that was sold or offered for sale to California consumers and the Covered Product either was manufactured, distributed, or sold by a Settling Defendant on or after the Effective Date, and for which CEH has valid laboratory test results showing that the Covered Product has an acrylamide level exceeding the applicable Reformulation Level, CEH may issue a Notice of Violation pursuant to this Section.

4.2.2 Service of Notice of Violation and Supporting Documentation.

4.2.2.1 Subject to Section 4.2.1, the Notice of Violation shall be sent to the person(s) identified in Section 8.2 to receive notices for Settling Defendants, and must be served within sixty (60) days of the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH or the date that CEH can reasonably determine that the Covered Product at issue was manufactured, distributed, or sold by the relevant Settling Defendant, provided, however, that CEH may have up to an additional sixty (60) days to send the Notice of Violation if, notwithstanding CEH's good faith efforts, the test data required by Section 4.2.2.2 below cannot be obtained by CEH from its laboratory before expiration of the initial sixty (60) day period.

4.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date the Covered Product was purchased; (b) the location at which the Covered Product was purchased; (c) a description of the Covered Product giving rise to the alleged violation, including the name and address of the retail entity from which the sample was obtained and pictures of the product packaging from all sides, which identifies the product lot; and (d) all test data obtained by CEH regarding the Covered Product and supporting documentation sufficient for validation of the test results, including any laboratory reports, quality assurance reports, product preparation and handling protocols (e.g., documentation a composite sample was prepared for testing), and quality control information associated with testing of the Covered Product.

4.2.3 Notice of Election of Response. No more than thirty (30) days after effectuation of service of a Notice of Violation, Settling Defendants shall provide written notice

to CEH whether they elect to contest the allegations contained in a Notice of Violation (“Notice of Election”). Failure to provide a Notice of Election within thirty (30) days of effectuation of service of a Notice of Violation shall be deemed an election to contest the Notice of Violation. Upon notice to CEH, Settling Defendants may have up to an additional sixty (60) days to elect whether to contest the Notice of Violation if, notwithstanding Settling Defendants’ good faith efforts, Settling Defendants are unable to verify the test data provided by CEH before expiration of the initial thirty (30) day period.

4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall include all non-legally privileged documents upon which Settling Defendants are relying to contest the alleged violation, including all available test data. If Settling Defendants or CEH later acquire additional test or other data regarding the alleged violation during the meet and confer period described in Section 4.2.4, they shall notify the other Party and promptly provide all such data or information to the Party unless either the Notice of Violation or Notice of Election has been withdrawn.

4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling Defendants shall meet and confer to attempt to resolve their dispute. Within thirty (30) days of serving a Notice of Election contesting a Notice of Violation, Settling Defendants may withdraw the original Notice of Election contesting the violation and serve a new Notice of Election to not contest the violation, provided, however, that, in this circumstance, Settling Defendants shall pay \$2,500.00 in addition to any payment required under this Consent Judgment. At any time, CEH may withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the result shall be as if CEH never issued any such Notice of Violation. If there is no resolution of a Notice of Violation within thirty (30) days of a Notice of Election to contest, plus any extensions allowed hereunder or mutually agreed upon, CEH may file an enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH may seek whatever fines, costs, penalties, attorneys' fees, or other remedies are provided by law for an alleged failure to comply with the Consent Judgment.

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

4.2.5.1 Settling Defendants shall include in their Notice of Election a detailed description with supporting documentation of the corrective action(s) that they have undertaken or propose to undertake to address the alleged violation. Any such correction shall, at a minimum, provide reasonable assurance that all Covered Products having the same lot number as that of the Covered Product identified in CEH's Notice of Violation (the "Noticed Covered Products") will not be thereafter sold in California or offered for sale to California customers by Settling Defendants. In addition, Settling Defendants shall send instructions to retailers or customers that they know or reasonably believe offer the Noticed Covered Products for sale to California consumers to cease offering the Noticed Covered Products for sale to California consumers and to return all such unopened cases of Noticed Covered Products to Settling Defendants if Settling Defendants have reason to believe the Noticed Covered Products are still offered for sale to California consumers. Settling Defendants shall keep for a period of one year and make available to CEH upon reasonable notice (which shall not exceed more than one request per year) for inspection and copying records of the material correspondence regarding the foregoing. If there is a dispute over the corrective action, Settling Defendants and CEH shall meet and confer before seeking any remedy in court. In no case shall CEH issue more than one Notice of Violation per manufacturing lot of a type of Covered Product, nor shall CEH issue more than two Notices of Violation in the first calendar year following the Effective Date.

4.2.5.2 If the Notice of Violation is the first, second, third, or fourth Notice of Violation received by Settling Defendants under Section 4.2.1 that was not successfully contested or withdrawn, then Settling Defendants shall pay \$15,000.00 for each Notice of Violation. If Settling Defendants have received more than four (4) Notices of Violation under Section 4.2.2 that were not successfully contested or withdrawn, then Settling Defendants shall pay \$25,000.00 for each Notice of Violation. If Settling Defendants produce with their Notice of

1 Election test data for the Covered Product that: (i) was conducted prior to the date CEH gave
2 Notice of Violation; (ii) was conducted on the same or same type of Covered Product; and
3 (iii) demonstrates acrylamide levels below the applicable Reformulation Level, then any payment
4 under this Section shall be reduced by 100 percent (100%) for the first Notice of Violation, by
5 seventy-five percent (75%) for the second Notice of Violation, and by fifty percent (50%) for any
6 subsequent Notice of Violation. In no case shall Settling Defendants be obligated to pay more
7 than \$100,000.00 for all Notices of Violation not successfully contested or withdrawn in any
8 calendar year irrespective of the total number of Notices of Violation issued.

9 4.2.6 Payments. Any payments under Section 4.2 shall be made by check
10 payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a
11 Notice of Election, or final resolution between the Parties after the meet and confer process, or
12 Court order triggering a payment, and shall be used as reimbursement for costs for investigating,
13 preparing, sending, and prosecuting Notices of Violation, and to reimburse attorneys’ fees and
14 costs incurred in connection with these activities.

15 4.3 **Repeat Violations.** If Settling Defendants have received four (4) or more Notices
16 of Violation concerning the same type of Covered Product that were not successfully contested or
17 withdrawn in any two (2) year period then, at CEH’s option, CEH may seek whatever fines,
18 costs, penalties, attorneys’ fees, or other remedies that are provided by law for failure to comply
19 with the Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling
20 Defendants for at least thirty (30) days to determine if Settling Defendants and CEH can agree on
21 measures that Settling Defendants can undertake to prevent future alleged violations.

22 **5. PAYMENTS**

23 5.1 **Payments by Settling Defendants.** Within ten (10) calendar days of the Effective
24 Date, Settling Defendants shall pay the total sum of \$46,000.00 as a settlement payment as
25 further set forth in this Section.

26 5.2 **Allocation of Payments.** The total settlement amount for Settling Defendants
27 shall be paid in five (5) separate checks in the amounts specified below and delivered as set forth

below. Any failure by Settling Defendants to comply with the payment terms herein shall be subject to a stipulated late fee to be paid by Settling Defendants to CEH in the amount of \$100.00 for each day the full payment is not received after the applicable payment due date set forth in Section 5.1, although a two business day grace period shall be afforded before the late fee becomes due. The late fees required under this Section shall be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The funds paid by Settling Defendants shall be allocated as set forth below between the following categories and made payable as follows:

5.2.1 \$6,025.00 as a civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment for \$4,518.75 shall be made payable to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be delivered as follows:

For United States Postal Service Delivery:

Attn: Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010, MS #19B
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:

Attn: Mike Gyurics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street, MS #19B
Sacramento, CA 95814

The CEH portion of the civil penalty payment for \$1,506.25 shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

5.2.2 \$4,515.00 as an Additional Settlement Payment (“ASP”) to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH intends to restrict use of the ASPs received from the Consent Judgment before the Court to the following purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH programs and activities that seek to educate the public about acrylamide and other toxic chemicals in food, to work with the food industry and agriculture interests to reduce exposure to acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall obtain and maintain adequate records to document that ASPs are spent on these activities and CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any request from the Attorney General. The payment pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

5.2.3 \$35,460.00 as a reimbursement of a portion of CEH's reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement shall be made in two separate checks as follows: (a) \$30,105.00 payable to the Lexington Law Group and associated with taxpayer identification number 94-3317175; and (b) \$5,355.00 payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. These payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117. CEH and Lexington Law Group agree timely to provide any reasonably requested additional taxpayer or related information Settling Defendants require to process the payments.

6. MODIFICATION AND DISPUTE RESOLUTION

6.1 **Modification.** This Consent Judgment may be modified from time to time by express written agreement of the Parties, with the approval of the Court and prior notice to the Attorney General's Office, or by an order of this Court upon motion and prior notice to the Attorney General's Office and in accordance with law.

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

7. CLAIMS COVERED AND RELEASE

7.1 This Consent Judgment is a full, final, and binding resolution between CEH on behalf of itself and the public interest and Settling Defendants and their parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, agents, shareholders, predecessors, successors, assigns, and attorneys (“Defendant Releasees”), and all entities to which Settling Defendants directly or indirectly distribute or sell Covered Products, including but not limited to distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees (“Downstream Defendant Releasees”), of any violation of Proposition 65 based on failure to warn about alleged exposure to acrylamide contained in Covered Products that were manufactured, sold, distributed, or offered for sale by Settling Defendants prior to the Effective Date, and CEH, for itself, its agents, successors, and assigns on behalf of itself and in the public interest, hereby fully releases, waives and forever discharges all of the foregoing claims.

7.2 CEH, for itself, its agents, successors, and assigns, releases, waives, and forever discharges any and all claims against Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees arising from any violation of Proposition 65 or any other statutory or common law claims that have been or could have been asserted by CEH individually or in the public interest regarding the failure to warn about exposure to acrylamide arising in connection with Covered Products manufactured, distributed, or sold by Settling Defendants prior to the Effective Date.

7.3 Compliance with the terms of this Consent Judgment by Settling Defendants shall constitute compliance with Proposition 65 by Settling Defendants, Defendant Releasees, and Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in Covered Products manufactured, distributed, or sold by Settling Defendants on and after the Effective Date.

1 **8. PROVISION OF NOTICE**

2 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
3 notice shall be sent by first class and electronic mail to:

4 Howard Hirsch, Esq.
5 Lexington Law Group
6 503 Divisadero Street
7 San Francisco, CA 94117
8 hhirsch@lexlawgroup.com

9 8.2 When Settling Defendants are entitled to receive any notice under this Consent
10 Judgment, the notice shall be sent by first class and electronic mail to:

11 Judith M. Praitis, Esq.
12 Sidley Austin LLP
13 555 West Fifth Street
14 Los Angeles, CA 90013
15 jpraitis@sidley.com

16 Todd A. Higgins, Esq.
17 Crosby & Higgins LLP
18 477 Madison Avenue, 6th Floor
19 New York, NY 10022
20 thiggins@crosbyhiggins.com

21 Any Party may modify the person and/or address to whom the notice is to be sent by sending the
22 other Party notice by first class and electronic mail. The notices are deemed effective on the date
23 of receipt, unless the notice is received on a Saturday, Sunday or State of California holiday, in
24 which case the date of receipt is the next business day. In the event of a failure in the email
25 transmission the sender shall be authorized to send the communication via an overnight courier
26 with a tracking and receipt system to document the date of receipt of the notice.
27

28 **9. COURT APPROVAL**

 9.1 This Consent Judgment shall become effective upon its Effective Date. CEH shall
prepare and file a Motion for Approval of this Consent Judgment and Settling Defendants shall
not oppose entry of this Consent Judgment by the Court. If requested by CEH, Settling
Defendants agree to file a Statement of Non-Opposition to entry of an order approving this
Consent Judgment.

1 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
2 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
3 purpose.

4 **10. GOVERNING LAW AND CONSTRUCTION**

5 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
6 California.

7 10.2 The Reformulation Levels in this Consent Judgment shall apply to and govern
8 only Covered Products that a Settling Defendant manufactures, distributes or sells after the
9 Effective Date and that are sold or are offered for sale in California; provided, further, this
10 Consent Judgment shall not apply to or govern Covered Products which may be shipped from
11 California, transshipped through California, or temporarily stored in a California warehouse, if
12 such Covered Products remain in shipping containers/packaging and are not sold or offered for
13 sale to consumers in California.

14 **11. ATTORNEYS' FEES**

15 11.1 A Party successfully brings or contests an action, motion, or application arising
16 out of this Consent Judgment shall be entitled to its reasonable attorneys' fees and costs from the
17 other Party.

18 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of
19 sanctions pursuant to law.

20 **12. ENTIRE AGREEMENT**

21 12.1 This Consent Judgment contains the sole and entire agreement and understanding
22 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
23 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
24 and therein. There are no warranties, representations, or other agreements between the Parties
25 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
26 other than those specifically referred to in this Consent Judgment have been made by any Party
27 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
28

1 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
2 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
3 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
4 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
5 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
6 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
7 whether or not similar, nor shall such waiver constitute a continuing waiver.

8 **13. RETENTION OF JURISDICTION**

9 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
10 Consent Judgment.

11 **14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

12 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
13 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
14 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

15 **15. NO EFFECT ON OTHER SETTLEMENTS**

16 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
17 against an entity that is not a Settling Defendant on terms that are different than those contained
18 in this Consent Judgment. A Settling Defendant may move to modify this Consent Judgment
19 pursuant to Section 6 to substitute higher Reformulation Levels that CEH agrees to in a future
20 consent judgment applicable to products identical to the Covered Products, and CEH agrees not
21 to oppose any such motion except for good cause shown.

22 **16. EXECUTION IN COUNTERPARTS**

23 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
24 means of facsimile or portable document format (pdf), which taken together shall be deemed to
25 constitute one document.

1 **IT IS SO ORDERED, ADJUDGED,**
2 **AND DECREED.**


3
4 Dated: _____

Judge of the Superior Court

5
6 **IT IS SO STIPULATED:**

7
8 Dated: 31 March, 2017

CENTER FOR ENVIRONMENTAL HEALTH

9
10
11 
Signature

12
13 CHARLIZ PIZARRO
Printed Name

14
15 ASSOCIATE DIRECTOR
Title

16
17
18 Dated: _____, 2017

BFY BRANDS, INC.

19
20
21 _____
Signature

22
23 _____
Printed Name

24
25 _____
Title

1 **IT IS SO ORDERED, ADJUDGED,**
2 **AND DECREED.**

3
4 Dated: _____

Judge of the Superior Court

5
6 **IT IS SO STIPULATED:**

7
8 Dated: _____, 2017

CENTER FOR ENVIRONMENTAL HEALTH

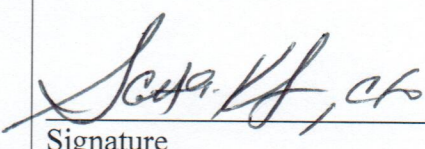
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Printed Name

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Title

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18 Dated: March 30, 2017

BFY BRANDS, INC.

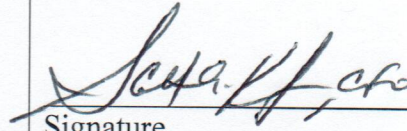
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Printed Name

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25 CFO
Title

1 Dated: MARCH 30, 2017

MEDORA SNACKS, LLC

3
4 
Signature

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6 SCOTT A. LUNN
Printed Name

7
8 CFO
9 Title

Exhibit 1

Exhibit A

POTATO CRISP PRODUCTS

GROUP A. Baked! Lay's (all flavors, including but not limited to BBQ, Cheddar & Sour Cream, Original, and Sour Cream & Onion); and **Baked! Ruffles** (all flavors, including but not limited to Cheddar & Sour Cream and Original)

GROUP B. Lay's Stax (all flavors, including but not limited to Cheddar, Hot 'n Spicy Barbecue, Mesquite Barbecue, Original, Ranch, Salt & Vinegar, and Sour Cream & Onion)

GROUP C. Munchos

POTATO CHIP PRODUCTS

GROUP A. Lay's (all flavors, including but not limited to Classic, BBQ, California Cool Dill, Cheddar & Sour Cream, Chile Piquin, Chili Limon, Crab Spice, Deli Style, Dill Pickle, Flamin' Hot, Florida Lime & Sea Salt, Habanero Limon, Hot N' Spicy BBQ, Lightly Salted, Limon, Loaded Potato Skins, Pinch of Salt, Salt & Vinegar, Santa Fe Ranch, Sour Cream & Onion, and Southwestern Jalapeno & Cheddar); **Lay's Light** (all flavors, including but not limited to Original and BBQ); **Lay's Natural** (all flavors, including but not limited to BBQ and Sea Salt); and **Lay's Wavy** (all flavors, including but not limited to Au Gratin, Hickory Barbecue, Original, and Ranch)

GROUP B. Ruffles (all flavors, including but not limited to Authentic BBQ, Cheddar & Sour Cream, Original, Pinch of Salt, and Sour Cream & Onion); **Ruffles Light** (all flavors, including but not limited to Cheddar & Sour Cream and Original); **Ruffles Reduced Fat** (all flavors); **Ruffles Natural** (all flavors, including but not limited to Original and Natural with Sea Salt); and **Ruffles Thick Cut** (all flavors, including but not limited to Cheddar Baked Potato and Original)

GROUP C. Lay's Kettle Cooked (all flavors, including but not limited to BBQ, Jalapeno, Original, Reduced Fat, Salt & Malt Vinegar, and Sweet Maui Onion); and **Miss Vickie's** (all flavors, including but not limited to Country Onion with Three Cheese, Creamy Buttermilk Ranch, Jalapeno, Sea Salt & Malt Vinegar, Simply Sea Salt, and Smokehouse BBQ)

Exhibit 2

Exhibit A

COVERED PRODUCTS

CORN, GRAIN, AND LEGUME CHIPS AND STICKS

Group A. All corn, grain, and legume-based chips and sticks manufactured by Settling Defendant, including El Sabroso Guacachips, El Sabroso Jalapenitos, Private Label Tortilla Chips, Private Label Organic Blue Tortilla Chips, Private Label Organic Fiesta Tortilla Chips, Private Label Organic White Tortilla Chips, Whole Earth Really Seedy Tortilla Chips, El Sabroso Reduced Fat Tortilla Chips, Private Label Reduced Fat Tortilla Chips, Granny Goose Restaurant Style Tortilla Chips, Private Label Organic Yellow Rounds Tortilla Chips, El Sabroso Salsitas, El Sabroso Yellow Rounds Tortilla Chips, Granny Goose White Corn Tortilla Strips, Private Label White Corn Tortilla Strips, El Sabroso Chile Y Limon Churritos, El Sabroso Chile Y Limon Corn Chips, Granny Goose Corn Chips

Type 1: Triangle-shaped chips

Type 2: Round, rolled, and other non-triangle or non-strip-shaped chips

Type 3: Strip-shaped chips

Type 4: Corn chips and corn sticks (e.g., churritos)

POPCORN

Group B. All popcorn products, including Snak King Popcorn (Cheddar Cheese and Butter), Granny Goose Butter Popcorn, Kettle Corn, Whole Earth Lightly Salted Popcorn, Private Label Organic Popcorn (White Cheddar and Light Salt), Granny Goose Caramel Popcorn

Type 1: Popcorn (plain, flavored and kettle)

Type 2: Caramel and candy corn (with or without nuts)

EXTRUDED, PELLET, AND BAKED PRODUCTS

Group C. All extruded, pellet, and baked products (excluding baked products in Group A), including Private Label Lavash Chips, Private Label Salted Pita Chips, Whole Earth Salted Pita Chips, Private Label Hot Fries, Snak King Hot Fries, Private Label Puffed Rice or Corn, Snak King Cheese Puffs, Private Label Cheese Puffs, Private Label Rice Balls, Private Label Multigrain Chips, Private

Label Baked Cheese Curls, Granny Goose Cheese Blazin Curls, Snak King Baked Cheese Curls, Snak King Fried Cheese Curls, Snak King Hot Cheese Curls, Jensen Orchards Veggie Chips, Private Label Veggie Sticks, Private Label Mini Veggie Chips, El Sabroso Duros, Private Label Popped Chips

Type 1: Pita and lavash chips (all flavors)

Type 2: Puffs, fries, baked curls, and multigrain chips (all flavors)

Type 3: Fried curls (all flavors)

Type 4: Potato, vegetable, and other grain-based pellet chips and sticks (all flavors)

Type 5: Duros (all flavors)

PRETZELS

Group D. All pretzels

Type 1: Twists and sticks

OTHER

Group E. All pork rinds and "cracklins," including El Sabroso Regular Pork Rinds, El Sabroso Regular Pork Rinds with Salsa, El Sabroso Hot & Spicy Pork Rinds, El Sabroso Regular Cracklins, and El Sabroso Hot & Spicy Cracklins.

Type 1: Pork rinds and "cracklins"