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

CENTER FOR ENVIRONMENTAL HEALTH,
Plaintiff,
v.
FOODSHOULDTASTEGOOD, INC., *et al.*,
Defendants.

Case No. RG 17-851469
**[PROPOSED] CONSENT JUDGMENT
AS TO NATURALLY HOMEGROWN
FOODS LTD.**

1. DEFINITIONS

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

1.2 “Covered Products” means fried or baked vegetable chip products, including sliced or extruded vegetable chips, but not including sliced potato chips. It is the Parties’ intent that the Covered 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

1 to Defendant Snak King Corporation, entered August 31, 2011, in *People v. Snyder's of Hanover,*
2 *et al.*, Alameda County Superior Court Case No. RG 09-455286.¹

3 1.3 "Effective Date" means the date on which notice of entry of this Consent
4 Judgment by the Court is served upon Settling Defendant.

5 **2. INTRODUCTION**

6 2.1 The Parties to this Consent Judgment are the Center For Environmental
7 Health ("CEH"), a California non-profit corporation, and Naturally Homegrown Foods Ltd.
8 ("Settling Defendant"). CEH and Settling Defendant (the "Parties") enter into this Consent
9 Judgment to settle certain claims asserted by CEH against Settling Defendant as set forth in the
10 Complaint.

11 2.2 On September 30, 2016, CEH provided a 60-day Notice of Violation of
12 Proposition 65 (the "Notice") to the California Attorney General, the District Attorneys of every
13 county in California, the City Attorneys of every California city with a population greater than
14 750,000, and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by
15 exposing persons to acrylamide contained in fried or baked vegetable chips without first
16 providing a clear and reasonable Proposition 65 warning.

17 2.3 Settling Defendant is a corporation or other business entity that
18 manufactures, distributes, sells, or offers for sale Covered Products that are sold in the State of
19 California or has done so in the past.

20 2.4 On May 23, 2017, CEH filed the First Amended Complaint in the above-
21 captioned matter, naming Settling Defendant as a defendant. Upon entry of this Consent
22 Judgment, the operative Complaint in the above-captioned action is deemed amended such that
23 the term "Vegetable Chip Products" as to Settling Defendant only means Covered Products.

24 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this
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26 _____
27 ¹ These products are referred to as "Group C, Type 4" products in Exhibit A to the Snak King Consent Judgment,
which is available on the Attorney General's website at <https://oag.ca.gov/prop65/litigation>.

1 Court has jurisdiction over the allegations of violations contained in the First Amended
2 Complaint and personal jurisdiction over Settling Defendant as to the acts alleged in the First
3 Amended Complaint, that venue is proper in the County of Alameda, and that this Court has
4 jurisdiction to enter and enforce this Consent Judgment as a full and final resolution of all claims
5 which were or could have been raised in the First Amended Complaint based on the facts alleged
6 therein with respect to Covered Products manufactured, distributed, and/or sold by Settling
7 Defendant.

8 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by
9 the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance
10 with the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
11 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
12 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
13 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
14 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and
15 resolving issues disputed in this Action.

16 **3. INJUNCTIVE RELIEF**

17 3.1 **Reformulation of Covered Products.** Upon notice of entry of this Consent
18 Judgment by the Court (the “Effective Date”), Settling Defendant shall not purchase,
19 manufacture, ship, sell, or offer for sale Covered Products that will be sold or offered for sale in
20 California that exceed the following acrylamide concentration limits (the “Reformulation
21 Levels”), such concentration to be determined by use of a test performed by an accredited
22 laboratory using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid
23 Chromatograph-Mass Spectrometry), or any other testing method agreed upon by the Parties:

24 3.1.1 The acrylamide concentration of any individual unit shall not exceed 490
25 ppb by weight (the “Unit Level”);

26 3.1.2 The average acrylamide concentration shall not exceed 350 ppb by
27 weight (the “Average Level”). The Average Level shall be determined by randomly selecting at

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1 least five (5) samples from five (5) different lots of Covered Products (or the maximum number
2 of lots available for testing if less than 5) during a testing period of at least sixty (60) days.

3 3.2 A Covered Product purchased, manufactured, shipped, sold, or offered for
4 sale by Settling Defendant after the Effective Date may, as an alternative to meeting the
5 Reformulation Levels set forth in Section 3.1, be sold or offered for sale in California with a
6 Clear and Reasonable Warning that complies with the provisions of this Section 3.2. A Clear and
7 Reasonable Warning under this Consent Judgment shall state:

8 **WARNING:** Consuming this product can expose you to acrylamide,
9 which is known to the State of California to cause cancer and birth
10 defects or other reproductive harm. For more information go to
www.P65Warnings.ca.gov/food.

11 The word “**WARNING**” shall be displayed in all capital letters and bold print. This warning
12 statement shall be prominently displayed on the Covered Product, on the packaging of the
13 Covered Product, or on a placard or sign provided that the statement is displayed with such
14 conspicuousness, as compared with other words, statements, or designs, as to render it likely to
15 be seen, read, and understood by an ordinary individual prior to sale. If the warning statement is
16 displayed on the Covered Product’s label, it must be set off from other surrounding information
17 and enclosed in a text box. If the warning statement is displayed on a placard or sign where the
18 Covered Product is offered for sale, the warning placard or sign must enable an ordinary
19 individual to easily determine which specific Covered Products the warning applies to, and to
20 differentiate between that Covered Product and other products to which the warning statement
21 does not apply. For internet, catalog, or any other sale where the consumer is not physically
22 present, the warning statement shall be displayed in such a manner that it is likely to be read and
23 understood by an ordinary individual prior to the authorization of or actual payment.

24 3.3 Alternatively, the following warning can appear on the Covered Product, in a
25 type size no smaller than the largest type size used for other consumer information on the
26 product, and no smaller than 6-point type.:

27  **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov

1 **4. ENFORCEMENT**

2 4.1 **General Enforcement Provisions.** CEH may, by motion or application for
3 an order to show cause before this Court, enforce the terms and conditions contained in this
4 Consent Judgment. Any action to enforce alleged violations of Section 3.1 by Settling Defendant
5 shall be brought exclusively pursuant to this Section 4, and be subject to the meet and confer
6 requirement of Section 4.2.4 if applicable.

7 **4.2 Enforcement of Reformulation Commitment.**

8 4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product
9 in California that was purchased, manufactured, shipped, or sold by Settling Defendant after the
10 Effective Date, and which lacks a Clear and Reasonable Warning that complies with Section 3.2,
11 and for which CEH has laboratory test results showing that the Covered Product has an
12 acrylamide level exceeding the applicable Unit Level, CEH may issue a Notice of Violation
13 pursuant to this Section.

14 4.2.2 Service of Notice of Violation and Supporting Documentation.

15 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in
16 Section 8.2 to receive notices for Settling Defendant, and must be served within sixty (60) days of
17 the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH,
18 provided, however, that CEH may have up to an additional sixty (60) days to send the Notice of
19 Violation if, notwithstanding CEH’s good faith efforts, the test data required by Section 4.2.2.2
20 below cannot be obtained by CEH from its laboratory before expiration of the initial sixty (60)
21 day period.

22 4.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date the
23 Covered Product was purchased; (b) the location at which the Covered Product was purchased;
24 (c) a description of the Covered Product giving rise to the alleged violation, including the name
25 and address of the retail entity from which the sample was obtained and pictures of the product
26 packaging from all sides, which identifies the product lot; and (d) all test data obtained by CEH
27 regarding the Covered Product and supporting documentation sufficient for validation of the test

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1 results, including any laboratory reports, quality assurance reports, and quality control reports
2 associated with testing of the Covered Product.

3 4.2.3 Notice of Election of Response. No more than thirty (30) days after
4 effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to
5 CEH whether it elects to contest the allegations contained in a Notice of Violation (“Notice of
6 Election”). Failure to provide a Notice of Election within thirty (30) days of effectuation of
7 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.
8 Upon notice to CEH, Settling Defendant may have up to an additional sixty (60) days to elect if,
9 notwithstanding Settling Defendant’s good faith efforts, Settling Defendant is unable to verify the
10 test data provided by CEH before expiration of the initial thirty (30) day period.

11 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
12 include all documents upon which Settling Defendant is relying to contest the alleged violation,
13 including all available test data. If Settling Defendant or CEH later acquires additional test or
14 other data regarding the alleged violation during the meet and confer period described in Section
15 4.2.4, it shall notify the other Party and promptly provide all such data or information to the Party
16 unless either the Notice of Violation or Notice of Election has been withdrawn.

17 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
18 Defendant shall meet and confer to attempt to resolve their dispute. Within thirty (30) days of
19 serving a Notice of Election contesting a Notice of Violation, Settling Defendant may withdraw
20 the original Notice of Election contesting the violation and serve a new Notice of Election to not
21 contest the violation, provided, however, that, in this circumstance, Settling Defendant shall pay
22 \$2,500 in addition to any payment required under this Consent Judgment. At any time, CEH may
23 withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the result shall be
24 as if CEH never issued any such Notice of Violation. If no informal resolution of a Notice of
25 Violation results within thirty (30) days of a Notice of Election to contest, CEH may file an
26 enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH may
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1 seek whatever fines, costs, penalties, attorneys' fees, or other remedies are provided by law for an
2 alleged failure to comply with the Consent Judgment.

3 4.2.5 Non-Contested Notices. If Settling Defendant elects to not contest the
4 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if
5 any, as set forth below.

6 4.2.5.1 Settling Defendant shall include in its Notice of Election a detailed
7 description with supporting documentation of the corrective action(s) that it has undertaken or
8 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,
9 provide reasonable assurance that, unless they contain Clear and Reasonable Warnings, all
10 Covered Products having the same lot number as that of the Covered Product identified in CEH's
11 Notice of Violation will not be thereafter sold in California or offered for sale to California
12 customers by Settling Defendant. If there is a dispute over the corrective action, Settling
13 Defendant and CEH shall meet and confer before seeking any remedy in court. In no case shall
14 CEH issue more than one Notice of Violation per manufacturing lot of a type of Covered
15 Product, nor shall CEH issue more than two Notices of Violation in the first calendar year
16 following the Effective Date.

17 4.2.5.2 If the Notice of Violation is the first, second, third, or fourth Notice of
18 Violation received by Settling Defendant under Section 4.2.1 that was not successfully contested
19 or withdrawn, then Settling Defendant shall pay \$15,000 for each Notice of Violation. If Settling
20 Defendant has received more than four (4) Notices of Violation under Section 4.2.1 that were not
21 successfully contested or withdrawn, then Settling Defendant shall pay \$25,000 for each Notice
22 of Violation. If Settling Defendant produces with its Notice of Election test data for the Covered
23 Product that: (i) was conducted prior to the date CEH gave Notice of Violation; (ii) was
24 conducted on the same or same type of Covered Product; and (iii) demonstrates acrylamide levels
25 below the Unit Level, then any payment under this Section shall be reduced by 100 percent
26 (100%) for the first Notice of Violation, by seventy-five percent (75%) for the second Notice of
27 Violation, and by fifty percent (50%) for any subsequent Notice of Violation. In no case shall
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1 Settling Defendant be obligated to pay more than \$100,000 for uncontested Notices of Violation
2 in any calendar year irrespective of the total number of Notices of Violation issued.

3 4.2.6 Payments. Any payments under Section 4.2 shall be made by check
4 payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a
5 Notice of Election triggering a payment and shall be used as reimbursement for costs for
6 investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse
7 attorneys’ fees and costs incurred in connection with these activities.

8 4.3 **Repeat Violations**. If Settling Defendant has received four (4) or more
9 Notices of Violation concerning the same type of Covered Product that were not successfully
10 contested or withdrawn in any two (2) year period then, at CEH’s option, CEH may seek
11 whatever fines, costs, penalties, attorneys’ fees, or other remedies that are provided by law for
12 failure to comply with the Consent Judgment. Prior to seeking such relief, CEH shall meet and
13 confer with Settling Defendant for at least thirty (30) days to determine if Settling Defendant and
14 CEH can agree on measures that Settling Defendant can undertake to prevent future alleged
15 violations.

16 **5. PAYMENTS**

17 5.1 **Payments by Settling Defendant**. Within ten (10) calendar days of the
18 Effective Date, Settling Defendant shall pay the total sum of \$52,500 as a settlement payment as
19 further set forth in this Section.

20 5.2 **Allocation of Payments**. The total settlement amount for Settling
21 Defendant shall be paid in five (5) separate checks in the amounts specified below and delivered
22 as set forth below. Any failure by Settling Defendant to comply with the payment terms herein
23 shall be subject to a stipulated late fee to be paid by Settling Defendant in the amount of \$100 for
24 each day the full payment is not received after the applicable payment due date set forth in
25 Section 5.1. The late fees required under this Section shall be recoverable, together with
26 reasonable attorneys’ fees, in an enforcement proceeding brought pursuant to Section 4 of this
27 Consent Judgment. The funds paid by Settling Defendant shall be allocated as set forth below

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1 between the following categories and made payable as follows:

2 5.2.1 \$6,916 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).

3 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
4 25249.12 (25% to CEH and 75% to the State of California’s Office of Environmental Health
5 Hazard Assessment (“OEHHA”). Accordingly, the OEHHA portion of the civil penalty
6 payment for \$5,187 shall be made payable to OEHHA and associated with taxpayer identification
7 number 68-0284486. This payment shall be delivered as follows:

8 For United States Postal Service Delivery:

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

14 For Non-United States Postal Service Delivery:

15 Attn: Mike Gyurics
16 Fiscal Operations Branch Chief
17 Office of Environmental Health Hazard Assessment
18 1001 I Street, MS #19B
19 Sacramento, CA 95814

20 The CEH portion of the civil penalty payment for \$1,729 shall be made
21 payable to the Center For Environmental Health and associated with taxpayer identification
22 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
23 Street, San Francisco, CA 94117.

24 5.2.2 \$5,184 as an Additional Settlement Payment (“ASP”) to CEH pursuant to
25 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
26 intends to restrict use of the ASPs received from the Consent Judgment before the Court to the
27 following purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support
28 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

1 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
2 obtain and maintain adequate records to document that ASPs are spent on these activities and
3 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
4 request from the Attorney General. The payment pursuant to this Section shall be made payable
5 to the Center For Environmental Health and associated with taxpayer identification number 94-
6 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
7 Francisco, CA 9411.

8 5.2.3 \$40,400 as a reimbursement of a portion of CEH’s reasonable attorneys’
9 fees and costs. The attorneys’ fees and cost reimbursement shall be made in two separate checks
10 as follows: (a) \$34,265 payable to the Lexington Law Group and associated with taxpayer
11 identification number 94-3317175; and (b) \$6,135 payable to the Center For Environmental
12 Health and associated with taxpayer identification number 94-3251981. These payments shall be
13 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

14 **6. MODIFICATION AND DISPUTE RESOLUTION**

15 6.1 **Modification.** This Consent Judgment may be modified from time to time
16 by express written agreement of the Parties, with the approval of the Court and prior notice to the
17 Attorney General’s Office, or by an order of this Court upon motion and prior notice to the
18 Attorney General’s Office and in accordance with law.

19 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent
20 Judgment shall attempt in good faith to meet and confer with all affected Parties prior to filing a
21 motion to modify the Consent Judgment.

22 **7. CLAIMS COVERED AND RELEASE**

23 7.1 This Consent Judgment is a full, final, and binding resolution between CEH
24 on behalf of itself and the public interest and Settling Defendant and its parents, subsidiaries,
25 affiliated entities that are under common ownership, directors, officers, employees, agents,
26 shareholders, successors, assigns, and attorneys (“Defendant Releasees”), and all entities to
27 which Settling Defendant directly or indirectly distributes or sells Covered Products, expressly
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1 including Nugget Market, Inc., and including but not limited to distributors, wholesalers,
2 customers, retailers, franchisees, licensors, and licensees (“Downstream Defendant Releasees”),
3 of any violation of Proposition 65 based on failure to warn about alleged exposure to acrylamide
4 contained in Covered Products that were sold, distributed, or offered for sale by Settling
5 Defendant prior to the Effective Date.

6 7.2 CEH, for itself and its agents, successors, and assigns, releases, waives, and
7 forever discharges any and all claims against Settling Defendant, Defendant Releasees, and
8 Downstream Defendant Releasees arising from any violation of Proposition 65 or any other
9 statutory or common law claims that have been or could have been asserted by CEH individually
10 or in the public interest regarding the failure to warn about exposure to acrylamide arising in
11 connection with Covered Products manufactured, distributed, or sold by Settling Defendant prior
12 to the Effective Date.

13 7.3 Compliance with the terms of this Consent Judgment by Settling Defendant
14 shall constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees, and
15 Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in
16 Covered Products manufactured, distributed, or sold by Settling Defendant after the Effective
17 Date.

18 **8. PROVISION OF NOTICE**

19 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
20 notice shall be sent by first class and electronic mail to:

21 Howard Hirsch
22 Lexington Law Group
23 503 Divisadero Street
24 San Francisco, CA 94117
25 hhirsch@lexlawgroup.com

26 8.2 When Settling Defendant is entitled to receive any notice under this Consent
27 Judgment, the notice shall be sent by first class and electronic mail to:

28 Merrit Jones
Bryan Cave Leighton Paisner LLP
Three Embarcadero Center, 7th Floor

San Francisco, CA 91111
merrit.jones@bclplaw.com

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

9. COURT APPROVAL

9.1 This Consent Judgment shall become effective upon the date signed by CEH and Settling Defendant, whichever is later, provided, however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall support entry of this Consent Judgment by the Court.

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

9.3 Within ten (10) days after entry of this Consent Judgment, CEH, through its counsel, will file a request for dismissal without prejudice of this action as to Nugget Market, Inc., and Nugget Market, Inc. shall waive all costs in this action.

10. GOVERNING LAW AND CONSTRUCTION

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

11. ATTORNEYS' FEES

11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs.

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

1 **12. ENTIRE AGREEMENT**

2 12.1 This Consent Judgment contains the sole and entire agreement and
3 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
4 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
5 merged herein and therein. There are no warranties, representations, or other agreements
6 between the Parties except as expressly set forth herein. No representations, oral or otherwise,
7 express or implied, other than those specifically referred to in this Consent Judgment have been
8 made by any Party hereto. No other agreements not specifically contained or referenced herein,
9 oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements
10 specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind
11 any of the Parties hereto only to the extent that they are expressly incorporated herein. No
12 supplementation, modification, waiver, or termination of this Consent Judgment shall be binding
13 unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions
14 of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other
15 provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

16 **13. RETENTION OF JURISDICTION**

17 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
18 Consent Judgment.

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

20 14.1 Each signatory to this Consent Judgment certifies that he or she is fully
21 authorized by the Party he or she represents to stipulate to this Consent Judgment and to enter
22 into and execute the Consent Judgment on behalf of the Party represented and legally to bind that
23 Party.

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

25 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any
26 claim against an entity other than Settling Defendant on terms that are different from those
27 contained in this Consent Judgment. Settling Defendant may move to modify this Consent
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1 Judgment pursuant to Section 6 to substitute higher Reformulation Levels that CEH agrees to in a
2 future consent judgment applicable to products similar to the Covered Products, and CEH agrees
3 not to oppose any such motion except for good cause shown.

4 **16. EXECUTION IN COUNTERPARTS**

5 16.1 The stipulations to this Consent Judgment may be executed in counterparts
6 and by means of facsimile or portable document format (pdf), which taken together shall be
7 deemed to constitute one document.

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10 **IT IS SO ORDERED, ADJUDGED,**
11 **AND DECREED**

12 Dated: _____
13 _____
14 Judge of the Superior Court

14 **IT IS SO STIPULATED:**

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16 Dated: <u>30 Aug</u> , 2018	17 CENTER FOR ENVIRONMENTAL HEALTH 18  19 _____ 20 Signature 21 <u>CHARLIE PIZZANO</u> 22 _____ 23 Printed Name 24 <u>ASSOCIATE DIRECTOR</u> 25 _____ 26 Title
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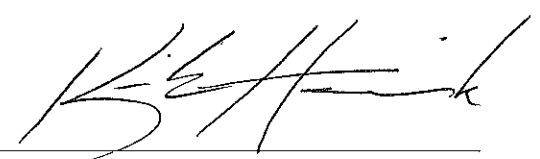
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Dated: Aug. 24, 2018

NATURALLY HOMEGROWN FOODS LTD.



Signature

Kirk Homenick

Printed Name

President

Title