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

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

) Case No. RG 17-870238

) **[PROPOSED] CONSENT JUDGMENT**  
) **AS TO NONGSHIM AMERICA, INC.**

**1. DEFINITIONS**

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

1.2 "Covered Products" means fried or baked potato or sweet potato based snack food products, but not including sliced potato chips. An initial list of the Covered Products is as follows: Nongshim Sweet Potato Snack, SKU No. 0-31146-01648-8; and SKU No. 0-31146-21100-5; Nongshim Potato Snack, SKU No. 0-31146-01646-4, SKU No. 0-31146-21200-2 and SKU No. 0-31146-21619-2; and Nongshim Postick Snack, SKU No. 0-31146-21578-2. It is the Parties' intent that the Covered Products in this Consent Judgment are the kind of potato or sweet

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1 potato based products falling within Type 4 in the “extruded, pellet, and baked products”  
2 category in the Consent Judgment as to Defendant Snak King Corporation, entered August 31,  
3 2011, in People v. Snyder’s of Hanover, Alameda County Superior Court Case No.  
4 RG09455286.<sup>1</sup>.

5 1.3 “Effective Date” means the date on which notice of entry of this Consent  
6 Judgment by the Court is served upon Settling Defendants.

7 **2. INTRODUCTION**

8 2.1 The Parties to this Consent Judgment are the Center for Environmental Health, a  
9 California non-profit corporation (“CEH”), and Nongshim America, Inc. (“Settling Defendant”).  
10 CEH and Settling Defendant (the “Parties”) enter into this Consent Judgment to settle certain  
11 claims asserted by CEH against Settling Defendant as set forth in Complaint.

12 2.2 On or about October 28, 2016, CEH provided a 60-day Notice of Violation of  
13 Proposition 65 to the California Attorney General, the District Attorneys of every county in  
14 California, the City Attorneys of every California city with a population greater than 750,000,  
15 and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by exposing  
16 persons to acrylamide contained in Covered Products without first providing a clear and  
17 reasonable Proposition 65 warning.

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

21 2.4 On August 3, 2017, CEH filed the Complaint in the above-captioned matter,  
22 naming Settling Defendant as an original defendant.

23 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court  
24 has jurisdiction over the allegations of violations contained in the Complaint and personal  
25 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper  
26

27 <sup>1</sup> These products are referred to as “Group C, Type 4” products in Exhibit A to the Snak King Consent Judgment,  
28 which is available on the Attorney General’s website, at <https://oag.ca.gov/prop65/litigation>.

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1 in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Consent  
2 Judgment as a full and final resolution of all claims which were or could have been raised in the  
3 Complaint based on the facts alleged therein with respect to Covered Products manufactured,  
4 distributed, and/or sold by Settling Defendant.

5         2.6     Nothing in this Consent Judgment is or shall be construed as an admission by the  
6 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with  
7 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
8 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
9 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any  
10 other pending or future legal proceedings. This Consent Judgment is the product of negotiation  
11 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and  
12 resolving issues disputed in this Action.

13     **3.     INJUNCTIVE RELIEF**

14         3.1     **Compliance Measures.** Commencing on January 1, 2018 (the “Compliance  
15 Date”), Settling Defendant shall not purchase, manufacture, ship, sell, or offer for sale Covered  
16 Products that will be sold or offered for sale in California that exceed the following acrylamide  
17 concentration limits (the “Reformulation Levels”), such concentration to be determined by use of  
18 a test performed by an accredited laboratory using either GC/MS (Gas Chromatograph/Mass  
19 Spectrometry), LC-MS/MS (Liquid Chromatograph-Mass Spectrometry) or any other testing  
20 method agreed upon by the Parties:

21                 3.1.1     The average acrylamide concentration shall not exceed 350 parts per  
22 billion (“ppb”) by weight (the “Average Level”). The Average Level is determined by randomly  
23 selecting and testing at least 1 sample each from 5 different lots of Covered Products (or the  
24 maximum number of lots available for testing if less than 5) during a testing period of at least 60  
25 days.

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1           3.1.2    The acrylamide concentration of any individual unit of Covered Products  
2 shall not exceed 490 ppb by weight (the “Unit Level”), based on a representative composite  
3 sample taken from the individual unit being tested.

4 For avoidance of doubt, Covered Products either manufactured, or distributed, or sold by Settling  
5 Defendants prior to the Effective Date are not subject to the Reformulation Levels, even if such  
6 products are sold in California or to California consumers after the Effective Date.

7           3.2    **Clear and Reasonable Warnings.** Notwithstanding Section 3.1, the Nong Shim  
8 Potato Snack, SKU No. 0-31146-01646-4, SKU No. 0-31146-21200-2 and SKU No. 0-31146-  
9 21619-2, (but no other Covered Product) may, as an alternative to meeting the reformulation levels  
10 set forth in Section 3.1, be sold or offered for sale in California after the Compliance Date with a  
11 Clear and Reasonable Warning that complies with the provisions of this Section 3.2. A Clear and  
12 Reasonable Warning under this Consent Judgment shall state:

13           **WARNING:** Consuming this product can expose you to chemicals including acrylamide  
14 which is known to the State of California to cause cancer. For more information go to  
15 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

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

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1 prior to the authorization of or actual payment. If Settling Defendant elects to avail itself of the  
2 warning option provided by this Section 3.2, Settling Defendant shall provide written notice to  
3 CEH on or before June 1, 2018 of its intention to do so and concurrently shall make the additional  
4 payment specified in Section 5.2.4 below.

5 **4. ENFORCEMENT**

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

11 4.2 **Enforcement of Reformulation Commitment.**

12 4.2.1 Notice of Violation. In the event that CEH identifies a Covered Product  
13 that was sold or offered for sale to California consumers with a best-by or sell-by (or equivalent)  
14 date or other code that reflects that the Covered Product was manufactured on or after the  
15 Compliance Date, and for which CEH has laboratory test results showing that the Covered  
16 Product has an acrylamide level exceeding the Unit Level, CEH may issue a Notice of Violation  
17 pursuant to this Section. To the extent the Covered Product is the Nong Shim Potato Snack, SKU  
18 No. 0-31146-01646-4, SKU No. 0-31146-21200-2 and SKU No. 0-31146-21619-2, and if  
19 Settling Defendant has elected to avail itself of the warning option set forth in Section 3.2 for that  
20 Covered Product, CEH may only issue a Notice of Violation if the Covered Product lacks a Clear  
21 and Reasonable Warning.

22 4.2.2 Service of Notice of Violation and Supporting Documentation.

23 4.2.2.1 Subject to Section 4.2.1, the Notice of Violation shall be sent to the  
24 person(s) identified in Section 8.2 to receive notices for Settling Defendant, and must be served  
25 within sixty (60) days of the later of the date the Covered Products at issue were purchased or  
26 otherwise acquired by CEH or the date that CEH can reasonably determine that the Covered  
27 Products at issue were manufactured, shipped, sold, or offered for sale by Settling Defendant,  
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1 provided, however, that CEH may have up to an additional sixty (60) days to send the Notice of  
2 Violation if, notwithstanding CEH's good faith efforts, the test data required by Section 4.2.2.2  
3 below cannot be obtained by CEH from its laboratory before expiration of the initial sixty (60)  
4 day period.

5 4.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date  
6 the Covered Product was purchased; (b) the location at which the Covered Product was  
7 purchased; (c) a description of the Covered Product giving rise to the alleged violation, including  
8 the name and address of the retail entity from which the sample was obtained and pictures of the  
9 product packaging from all sides, which identifies the product lot; and (d) all test data obtained  
10 by CEH regarding the Covered Product and supporting documentation sufficient for validation of  
11 the test results, including any laboratory reports, quality assurance reports, and quality control  
12 reports associated with testing of the Covered Product.

13 4.2.3 Notice of Election of Response. No more than thirty (30) days after  
14 effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to  
15 CEH whether it elects to contest the allegations contained in a Notice of Violation ("Notice of  
16 Election"). Failure to provide a Notice of Election within thirty (30) days of effectuation of  
17 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.  
18 Upon notice to CEH, Settling Defendant may have up to an additional sixty (60) days to elect if,  
19 notwithstanding Settling Defendant's good faith efforts, Settling Defendant is unable to verify the  
20 test data provided by CEH before expiration of the initial thirty (30) day period.

21 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall  
22 include all documents upon which Settling Defendant is relying to contest the alleged violation,  
23 including all available test data. If Settling Defendant or CEH later acquires additional test or  
24 other data regarding the alleged violation during the meet and confer period described in Section  
25 4.2.4, it shall notify the other party and promptly provide all such data or information to the party  
26 unless either the Notice of Violation or Notice of Election has been withdrawn.

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1                   4.2.4    Meet and Confer. If a Notice of Violation is contested, CEH and Settling  
2 Defendant shall meet and confer to attempt to resolve their dispute. Within thirty (30) days of  
3 serving a Notice of Election contesting a Notice of Violation, or within thirty (30) days of having  
4 been deemed to contest a Notice of Violation by failing to respond, Settling Defendant may serve  
5 a new Notice of Election to not contest the violation, provided, however, that, in this  
6 circumstance, Settling Defendant shall pay \$2,500 in addition to any payment required under this  
7 Consent Judgment. At any time, CEH may withdraw a Notice of Violation, in which case for  
8 purposes of this Section 4.2 the result shall be as if CEH never issued any such Notice of  
9 Violation. If no informal resolution of a Notice of Violation results within thirty (30) days of a  
10 Notice of Election to contest or within thirty (30) days of Settling Defendant having been deemed  
11 to contest a Notice of Violation by failing to respond, CEH may file an enforcement motion or  
12 application pursuant to Section 4.1. In any such proceeding, CEH may seek whatever fines,  
13 costs, penalties, attorneys' fees, or other remedies are provided by law for an alleged failure to  
14 comply with the Consent Judgment.

15                   4.2.5    Non-Contested Notices. If Settling Defendant elects to not contest the  
16 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if  
17 any, as set forth below.

18                   4.2.5.1    Settling Defendant shall include in its Notice of Election a detailed  
19 description with supporting documentation of the corrective action(s) that it has undertaken or  
20 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,  
21 provide reasonable assurance that all Covered Products having the same lot number as that of the  
22 Covered Product identified in CEH's Notice of Violation (the "Noticed Covered Products") will  
23 not be thereafter sold in California or offered for sale to California customers by Settling  
24 Defendant and that Settling Defendant has sent instructions to any retailers or customers that offer  
25 the Noticed Covered Products for sale to cease offering the Noticed Covered Products for sale to  
26 California consumers and to return all such Noticed Covered Products to Settling Defendant if  
27 Settling Defendant has reason to believe the Noticed Covered Products are still offered for sale to

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1 California consumers. Settling Defendant shall keep for a period of one year and make available  
2 to CEH upon reasonable notice (which shall not exceed more than one request per year) for  
3 inspection and copying records of any correspondence regarding the foregoing.

4 4.2.5.2 If the Notice of Violation is based on a violation of the Unit Level  
5 with respect to a single Covered Product, Settling Defendant may be excused from the recall  
6 obligation described in Section 4.2.5.1 (but not the monetary payments, if any, required by this  
7 Section 4) if Settling Defendant produces test results and other evidence that: (1) demonstrates  
8 that the acrylamide levels found by CEH in the unit alleged to be in violation is an aberration; and  
9 (2) otherwise provides reasonable assurance that the remainder of the Noticed Covered Products,  
10 aside from the unit alleged to be in violation, comply with the Reformulation Levels. The Parties  
11 agree that this Section is satisfied if Settling Defendant can demonstrate that the type of Covered  
12 Product at issue in the Notice of Violation satisfies the Average Level. However, to avail itself of  
13 this provision, Settling Defendant must provide CEH with all acrylamide test data in its  
14 possession, custody or control pertaining to the type of Covered Product at issue in the Notice of  
15 Violation that was performed within the year prior to the date of the Notice of Violation.

16 4.2.5.3 If there is a dispute over the corrective action or over whether  
17 Settling Defendant is excused from the recall obligation, Settling Defendant and CEH shall meet  
18 and confer before seeking any remedy in court. In no case shall CEH issue more than one Notice  
19 of Violation per manufacturing lot of a type of Covered Product, nor shall CEH issue more than  
20 two Notices of Violation in the first year following the Compliance Date.

21 4.2.5.4 If the Notice of Violation is the first, second, third, or fourth Notice  
22 of Violation received by Settling Defendant under Section 4.2.1 that was not successfully  
23 contested or withdrawn, then Settling Defendant shall pay \$15,000 for each Notice of Violation.  
24 If Settling Defendant has received more than four (4) Notices of Violation under Section 4.2.1  
25 that were not successfully contested or withdrawn, then Settling Defendant shall pay \$25,000 for  
26 each Notice of Violation. If Settling Defendant produces with its Notice of Election test data for  
27 the Covered Product that: (i) was conducted prior to the date CEH gave Notice of Violation;

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1 (ii) was conducted on the same or same type of Covered Product; and (iii) demonstrates  
2 acrylamide levels below the Unit Level, then any payment under this Section shall be reduced by  
3 100 percent (100%) for the first Notice of Violation, by seventy-five percent (75%) for the  
4 second Notice of Violation, and by fifty percent (50%) for any subsequent Notice of Violation.  
5 In no case shall Settling Defendant be obligated to pay more than \$100,000 for uncontested  
6 Notices of Violation in any calendar year irrespective of the total number of Notices of Violation  
7 issued.

8 4.2.6 Payments. Any payments under Section 4.2 shall be made by check  
9 payable to the "Lexington Law Group" and shall be paid within thirty (30) days of service of a  
10 Notice of Election triggering a payment and shall be used as reimbursement for costs for  
11 investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse  
12 attorneys' fees and costs incurred in connection with these activities.

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

20 **5. PAYMENTS**

21 5.1 **Payments by Settling Defendant.** Within five (5) calendar days of the Effective  
22 Date, Settling Defendant shall pay the total sum of \$80,000 as a settlement payment as further set  
23 forth in this Section.

24 5.2 **Allocation of Payments.** The total settlement amount for Settling Defendant shall  
25 be paid in five (5) separate checks in the amounts specified below and delivered as set forth  
26 below. Any failure by Settling Defendant to comply with the payment terms herein shall be  
27 subject to a stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each

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1 day the full payment is not received after the applicable payment due date set forth in Section 5.1.  
2 The late fees required under this Section shall be recoverable, together with reasonable attorneys'  
3 fees, in an enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The  
4 funds paid by Settling Defendant shall be allocated as set forth below between the following  
5 categories and made payable as follows:

6           **5.2.1 Civil Penalty.** \$10,685 as a civil penalty pursuant to Health & Safety  
7 Code § 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health &  
8 Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of  
9 Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of  
10 the civil penalty payment for \$8,013.75 shall be made payable to OEHHA and associated with  
11 taxpayer identification number 68-0284486. This payment shall be delivered as follows:

12                           For United States Postal Service Delivery:

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

18                           For Non-United States Postal Service Delivery:

19                                     Attn: Mike Gyurics  
20                                     Fiscal Operations Branch Chief  
21                                     Office of Environmental Health Hazard Assessment  
22                                     1001 I Street, MS #19B  
23                                     Sacramento, CA 95814

24                           The CEH portion of the civil penalty payment for \$2,671.25 shall be made  
25 payable to the Center for Environmental Health and associated with taxpayer identification  
26 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero  
27 Street, San Francisco, CA 94117.

28           **5.2.2 Additional Settlement Payment.** \$8,010 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

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1 Toxics in Food Fund and used to support CEH programs and activities that seek to educate the  
2 public about acrylamide and other toxic chemicals in food, to work with the food industry and  
3 agriculture interests to reduce exposure to acrylamide and other toxic chemicals in food, and to  
4 thereby reduce the public health impacts and risks of exposure to acrylamide and other toxic  
5 chemicals in food sold in California. CEH shall obtain and maintain adequate records to  
6 document that ASPs are spent on these activities and CEH agrees to provide such documentation  
7 to the Attorney General within thirty days of any request from the Attorney General. The  
8 payment pursuant to this Section shall be made payable to the Center for Environmental Health  
9 and associated with taxpayer identification number 94-3251981. This payment shall be delivered  
10 to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

11           **5.2.3 Attorneys' Fees and Costs.** \$61,305 as a reimbursement of a portion of  
12 CEH's reasonable attorneys' fees and costs. The attorneys' fees and cost reimbursement shall be  
13 made in two separate checks as follows: (a) \$51,870 payable to the Lexington Law Group and  
14 associated with taxpayer identification number 94-3317175; and (b) \$9,435 payable to the Center  
15 for Environmental Health and associated with taxpayer identification number 94-3251981. These  
16 payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA  
17 94117.

18           **5.2.4 Additional Civil Penalty.** If Settling Defendant avails itself of the  
19 warning option provided for by Section 3.2, on or before June 1, 2018, Settling Defendant shall  
20 make an additional payment of \$40,000 as a civil penalty, concurrently as provided in Section  
21 3.2. This additional civil penalty payment shall be apportioned in accordance with Health &  
22 Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of  
23 Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of  
24 the civil penalty payment for \$30,000 shall be made payable to OEHHA, associated with  
25 taxpayer identification number 68-0284486, and sent to the OEHHA address set forth in section  
26 5.2.1 above. The CEH portion of the additional civil penalty payment for \$10,000 shall be made  
27 payable to the Center for Environmental Health and associated with taxpayer identification

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1 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero  
2 Street, San Francisco, CA 94117.

3 **6. MODIFICATION AND DISPUTE RESOLUTION**

4 6.1 **Modification.** This Consent Judgment may be modified from time to time by  
5 express written agreement of the Parties, with the approval of the Court and prior notice to the  
6 Attorney General's Office, or by an order of this Court upon motion and prior notice to the  
7 Attorney General's Office and in accordance with law.

8 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
9 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to  
10 modify the Consent Judgment.

11 **7. CLAIMS COVERED AND RELEASE**

12 7.1 Provided that Settling Defendant complies in full with its obligations under  
13 Section 5 hereof, this Consent Judgment is a full, final, and binding resolution between CEH on  
14 behalf of itself and the public interest and Settling Defendant and its parents, subsidiaries,  
15 affiliated entities that are under common ownership, directors, officers, employees, agents,  
16 shareholders, successors, assigns, and attorneys ("Defendant Releasees"), and all entities to  
17 which Settling Defendant directly or indirectly distributes or sells Covered Products, including  
18 but not limited to distributors, wholesalers, customers, retailers, franchisees, licensors, and  
19 licensees ("Downstream Defendant Releasees"), of any violation of Proposition 65 based on  
20 failure to warn about alleged exposure to acrylamide contained in Covered Products that were  
21 sold, distributed or offered for sale by Settling Defendant prior to the Compliance Date.

22 7.2 Provided that Settling Defendant complies in full with its obligations under  
23 Section 5 hereof, CEH, for itself, its agents, successors and assigns, releases, waives, and forever  
24 discharges any and all claims against Settling Defendant, Defendant Releasees, and Downstream  
25 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or  
26 common law claims that have been or could have been asserted by CEH individually or in the  
27 public interest regarding the failure to warn about exposure to acrylamide arising in connection  
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1 with Covered Products manufactured, distributed or sold by Settling Defendant prior to the  
2 Compliance Date.

3 7.3 Provided that Settling Defendant complies in full with its obligations under  
4 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant  
5 shall constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees, and  
6 Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in  
7 Covered Products manufactured, distributed or sold by Settling Defendant after the Compliance  
8 Date.

9 **8. PROVISION OF NOTICE**

10 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
11 notice shall be sent by first class and electronic mail to:

12 Howard Hirsch  
13 Lexington Law Group  
14 503 Divisadero Street  
15 San Francisco, CA 94117  
16 hhirsch@lexlawgroup.com

17 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
18 Judgment, the notice shall be sent by first class and electronic mail to:

19 Eric Nelson Lindquist  
20 Law Offices of Eric Nelson Lindquist  
21 2419 James M. Wood Boulevard  
22 Los Angeles, CA 90006  
23 eric.l@enllaw.com

24 Any Party may modify the person and/or address to whom the notice is to be sent by sending the  
25 other Party notice by first class and electronic mail.  
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1 **9. COURT APPROVAL**

2 9.1 This Consent Judgment shall become effective upon the date signed by CEH and  
3 Settling Defendant, whichever is later, provided however, that CEH shall prepare and file a  
4 Motion for Approval of this Consent Judgment and Settling Defendant shall support entry of this  
5 Consent Judgment by the Court.

6 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or  
7 effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
8 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

9 **10. GOVERNING LAW AND CONSTRUCTION**

10 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of  
11 California.

12 **11. ATTORNEYS' FEES**

13 11.1 A Party who unsuccessfully brings or contests an action, motion, or application  
14 arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable  
15 attorneys' fees and costs.

16 11.2 Nothing in this Section 11 shall preclude a Party from seeking an award of  
17 sanctions pursuant to law.

18 **12. ENTIRE AGREEMENT**

19 12.1 This Consent Judgment contains the sole and entire agreement and understanding  
20 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
21 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
22 and therein. There are no warranties, representations, or other agreements between the Parties  
23 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
24 other than those specifically referred to in this Consent Judgment have been made by any Party  
25 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,  
26 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically  
27 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the

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

6 **13. RETENTION OF JURISDICTION**

7 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
8 Consent Judgment.

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

10 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
11 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
12 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

14 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
15 against an entity that is not Settling Defendant on terms that are different than those contained in  
16 this Consent Judgment.

17 **16. EXECUTION IN COUNTERPARTS**

18 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by  
19 means of facsimile or portable document format (pdf), which taken together shall be deemed to  
20 constitute one document.

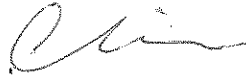
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22 **IT IS SO ORDERED, ADJUDGED,  
23 AND DECREED.**

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25 Dated: \_\_\_\_\_ Judge of the Superior Court  
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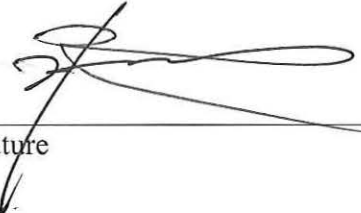
**IT IS SO STIPULATED:**

Dated: December <u>21</u> , 2017	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>   _____ Signature  <u>CHARLIE PIZARRO</u> _____ Printed Name  <u>ASSOCIATE DIRECTOR</u> _____ Title
Dated: December __, 2017	<b>NONGSHIM AMERICA, INC.</b>  _____ Signature  <u>Youngchang Kim</u> _____ Printed Name  <u>CFO</u> _____ Title



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**IT IS SO STIPULATED:**

Dated: December __, 2017	<b>CENTER FOR ENVIRONMENTAL HEALTH</b>  _____ Signature  _____ Printed Name  _____ Title
Dated: December <u>14</u> , 2017	<b>NONGSHIM AMERICA, INC.</b>   _____ Signature  __ Youngchang Kim ____ Printed Name  ____ CFO ____ Title

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