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

CENTER FOR ENVIRONMENTAL HEALTH,) Case No. RG 17-870238
Plaintiff,)
v.) **[PROPOSED] CONSENT JUDGMENT**
GOYA FOODS, INC., *et al.*,) **AS TO CALBEE NORTH AMERICA,**
Defendants.) **LLC**

1. DEFINITIONS

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

1.2 “Covered Products” means the specific fried or baked potato or sweet potato based snack food products listed on Exhibit A, attached hereto, all of which are sliced potato chip products.

1.3 “Effective Date” means the date on which this Consent Judgment is entered by the Court.

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1.4 “First Payment Date” means the date ten (10) calendar days after the Effective Date.

1.5 “Second Payment Date” means December 31, 2018.

2. INTRODUCTION

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

2.2 On or about October 28, 2016, CEH provided a 60-day Notice of Violation of Proposition 65 (“60-Day Notice”) to the California Attorney General, to the District Attorneys of every county in California, to the City Attorneys of every California city with a population greater than 750,000, and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by exposing persons in California to acrylamide contained in fried or baked potato or sweet potato based snack foods without first providing a clear and reasonable Proposition 65 warning.

2.3 Settling Defendant is a corporation or other business entity that manufactures, distributes, sells, or offers for sale Covered Products that are sold in the State of California or has done so in the past. Since receiving CEH’s 60-Day Notice, Settling Defendant has taken steps to reduce acrylamide levels in the Covered Products.

2.4 On August 3, 2017, CEH filed the initial Complaint in the above-captioned matter, naming Settling Defendant as an original defendant. Upon entry of this Consent Judgment, the operative Complaint is deemed amended such that the term “Potato or Sweet Potato Snack Products” as to Settling Defendant only means Covered Products.

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 Defendant 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

1 Judgment as a full and final resolution of all claims which were or could have been raised in the
2 Complaint based on the facts alleged therein with respect to Covered Products manufactured,
3 distributed, and/or sold by Settling Defendant.

4 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
5 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with
6 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
7 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
8 prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any
9 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
10 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and
11 resolving issues disputed in this action.

12 **3. INJUNCTIVE RELIEF**

13 3.1 **Reformulation of Covered Products.** Upon the Effective Date, Settling
14 Defendant shall not purchase, manufacture, ship, sell, or offer for sale Covered Products that will
15 be sold or offered for sale in California that exceed the following acrylamide concentration levels
16 (the “Reformulation Levels”), such concentration to be determined by use of a test performed by
17 an accredited laboratory using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-
18 MS/MS (Liquid Chromatograph-Mass Spectrometry), or any other testing method agreed upon
19 by the Parties, unless such Covered Products contain a “Clear and Reasonable Warning” as set
20 forth in Section 3.2 below:

21 3.1.1 The average acrylamide concentration shall not exceed 281 parts per
22 billion (“ppb”) by weight (the “Average Level”). The Average Level shall be determined by
23 randomly selecting and testing at least 1 sample each from 5 different lots of a particular Covered
24 Product (or the maximum number of lots available for testing if less than 5) during a testing
25 period of at least sixty (60) days.

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1 3.1.2 The acrylamide concentration of any individual unit shall not exceed 350
2 ppb by weight, based on a representative composite sample taken from the individual unit being
3 tested (the “Unit Level”).

4 3.2 **Clear and Reasonable Warnings.** A Covered Product purchased, manufactured,
5 shipped, sold, or offered for sale by Settling Defendant may, as an alternative to meeting the
6 Reformulation Levels set forth in Section 3.1, be sold or offered for sale in California with a
7 Clear and Reasonable Warning that complies with the provisions of this Section 3.2. A Clear and
8 Reasonable Warning may only be provided for Covered Products that Settling Defendant
9 reasonably believes do not meet the Reformulation Levels. A Clear and Reasonable Warning
10 under this Agreement shall state:

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

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

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1 3.3 **Further Reformulation Efforts.** In the event that Settling Defendant is unable to
2 meet the Reformulation Levels set forth in Section 3.1 as to any Covered Product and opts
3 instead to provide a Clear and Reasonable Warning under Section 3.2, Settling Defendant shall
4 make good faith efforts to reduce acrylamide levels in such Covered Products with the goal of
5 ultimately achieving compliance with the Reformulation Levels.

6 **4. ENFORCEMENT**

7 4.1 **General Enforcement Provisions.** CEH may, by motion or application for an
8 order to show cause before this Court, enforce the terms and conditions contained in this Consent
9 Judgment. Any action to enforce alleged violations of Section 3.1 or 3.2 by Settling Defendant
10 shall be brought exclusively pursuant to this Section 4, and be subject to the meet and confer
11 requirement of Section 4.2.4 if applicable.

12 4.2 **Enforcement of Reformulation Commitment.**

13 4.2.1 Notice of Violation. In the event that CEH identifies a Covered Product
14 that was sold or offered for sale to California consumers with a best-by or sell-by (or equivalent)
15 date or other code that reflects that the Covered Product was manufactured on or after the
16 Effective Date, and which lacks a Clear and Reasonable Warning that complies with Section 3.2,
17 and for which CEH has laboratory test results showing that the Covered Product has an
18 acrylamide level exceeding the Unit Level, CEH may issue a Notice of Violation pursuant to this
19 Section.

20 4.2.2 Service of Notice of Violation and Supporting Documentation.

21 4.2.2.1 Subject to Section 4.2.1, the Notice of Violation shall be sent to the
22 person(s) identified in Section 8.2 to receive notices for Settling Defendant, and must be served
23 within sixty (60) days of the later of the date the Covered Product at issue was purchased or
24 otherwise acquired by CEH or the date that CEH can reasonably determine that the Covered
25 Product at issue was manufactured, shipped, sold, or offered for sale by Settling Defendant,
26 provided, however, that CEH may have up to an additional sixty (60) days to send the Notice of
27 Violation if, notwithstanding CEH's good faith efforts, the test data required by Section 4.2.2.2

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1 below cannot be obtained by CEH from its laboratory before expiration of the initial sixty (60)
2 day period.

3 4.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date
4 the Covered Product was purchased; (b) the location at which the Covered Product was
5 purchased; (c) a description of the Covered Product giving rise to the alleged violation, including
6 the name and address of the retail entity from which the sample was obtained and pictures of the
7 product packaging from all sides, which identifies the product lot; and (d) all test data obtained
8 by CEH regarding the Covered Product and supporting documentation sufficient for validation of
9 the test results, including any laboratory reports, quality assurance reports, and quality control
10 reports associated with testing of the Covered Product.

11 4.2.3 Notice of Election of Response. No more than thirty (30) days after
12 effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to
13 CEH whether it elects to contest the allegations contained in a Notice of Violation (“Notice of
14 Election”). Failure to provide a Notice of Election within thirty (30) days of effectuation of
15 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.
16 Upon notice to CEH, Settling Defendant may have up to an additional sixty (60) days to elect if,
17 notwithstanding Settling Defendant’s good faith efforts, Settling Defendant is unable to verify the
18 test data provided by CEH before expiration of the initial thirty (30) day period.

19 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
20 include all documents upon which Settling Defendant is relying to contest the alleged violation,
21 including all available test data. If Settling Defendant or CEH later acquires additional test or
22 other data regarding the alleged violation during the meet and confer period described in Section
23 4.2.4, it shall notify the other Party and promptly provide all such data or information to the Party
24 unless either the Notice of Violation or Notice of Election has been withdrawn.

25 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
26 Defendant shall meet and confer to attempt to resolve their dispute. Within thirty (30) days of
27 serving a Notice of Election contesting a Notice of Violation, Settling Defendant may withdraw
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1 the original Notice of Election contesting the violation and serve a new Notice of Election to not
2 contest the violation, provided, however, that, in this circumstance, Settling Defendant shall pay
3 \$2,500 in addition to any other payment required under this Consent Judgment. At any time,
4 CEH may withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the
5 result shall be as if CEH never issued any such Notice of Violation. If no informal resolution of a
6 Notice of Violation results within thirty (30) days of a Notice of Election to contest, CEH may
7 file an enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH
8 may seek whatever fines, costs, penalties, attorneys' fees, or other remedies are provided by law
9 for an alleged failure to comply with the Consent Judgment.

10 4.2.5 Non-Contested Notices. If Settling Defendant elects to not contest the
11 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if
12 any, as set forth below.

13 4.2.5.1 Settling Defendant shall include in its Notice of Election a detailed
14 description with supporting documentation of the corrective action(s) that it has undertaken or
15 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,
16 provide reasonable assurance that, unless they contain Clear and Reasonable Warnings, all
17 Covered Products having the same lot number as that of the Covered Product identified in CEH's
18 Notice of Violation (the "Noticed Covered Products") will not be thereafter sold in California or
19 offered for sale to California customers by Settling Defendant and that Settling Defendant has
20 sent instructions to any retailers or customers that offer the Noticed Covered Products for sale to
21 cease offering the Noticed Covered Products for sale to California consumers and to return all
22 such Noticed Covered Products to Settling Defendant if Settling Defendant has reason to believe
23 the Noticed Covered Products are still offered for sale without Clear and Reasonable Warnings to
24 California consumers. Settling Defendant shall keep for a period of one year and make available
25 to CEH upon reasonable notice (which shall not exceed more than one request per year) for
26 inspection and copying records of any correspondence regarding the foregoing. If there is a
27 dispute over the corrective action, Settling Defendant and CEH shall meet and confer before
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1 seeking any remedy in court. In no case shall CEH issue more than one Notice of Violation per
2 manufacturing lot of a Covered Product, nor shall CEH issue more than two Notices of Violation
3 in the first 365 days following the Effective Date.

4 4.2.5.2 If the Notice of Violation is the first, second, third, or fourth Notice
5 of Violation received by Settling Defendant under Section 4.2.1 that was not successfully
6 contested or withdrawn, then Settling Defendant shall pay \$15,000 for each Notice of Violation.
7 If Settling Defendant has received more than four (4) Notices of Violation under Section 4.2.1
8 that were not successfully contested or withdrawn, then Settling Defendant shall pay \$25,000 for
9 each subsequent Notice of Violation. If Settling Defendant produces with its Notice of Election
10 test data for the Covered Product that: (i) was conducted prior to the date CEH gave Notice of
11 Violation; (ii) was conducted on the same manufacturing lot of Covered Product; and
12 (iii) demonstrates acrylamide levels below the Unit Level, then any payment under this Section
13 shall be reduced by 100 percent (100%) for the first Notice of Violation, by seventy-five percent
14 (75%) for the second Notice of Violation, and by fifty percent (50%) for any subsequent Notice
15 of Violation. In no case shall Settling Defendant be obligated to pay more than \$100,000 for all
16 Notices of Violation not successfully contested or withdrawn in any calendar year irrespective of
17 the total number of Notices of Violation issued.

18 4.2.6 Payments. Any payments under Section 4.2 shall be made by check
19 payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a
20 Notice of Election triggering a payment and shall be used as reimbursement for costs for
21 investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse
22 attorneys’ fees and costs incurred in connection with these activities.

23 4.3 **Repeat Violations.** If Settling Defendant has received four (4) or more Notices of
24 Violation concerning the same Covered Product that were not successfully contested or
25 withdrawn in any two (2) year period then, at CEH’s option, CEH may seek whatever fines,
26 costs, penalties, attorneys’ fees, or other remedies that are provided by law for failure to comply
27 with the Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling
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1 Defendant for at least thirty (30) days to determine if Settling Defendant and CEH can agree on
2 measures that Settling Defendant can undertake to prevent future alleged violations.

3 **5. PAYMENTS**

4 5.1 **Payments by Settling Defendant.** Settling Defendant shall pay the total sum of
5 \$196,250 as a settlement payment as further set forth in this Section according to the following
6 schedule: (a) \$150,000 on or before the First Payment Date; (b) \$46,250 on or before the Second
7 Payment Date.

8 5.2 **Allocation of Payments.** The total settlement amount for Settling Defendant shall
9 be paid in the amounts specified below and delivered as set forth below. Any failure by Settling
10 Defendant to comply with the payment terms herein shall be subject to a stipulated late fee to be
11 paid by Settling Defendant to CEH in the amount of \$100 for each day the full payment is not
12 received after the payment due date set forth in Section 5.1. The late fees required under this
13 Section shall be recoverable, together with reasonable attorneys' fees, in an enforcement
14 proceeding brought pursuant to Section 4 of this Consent Judgment. The funds paid by Settling
15 Defendant shall be allocated as set forth below between the following categories and made
16 payable as follows:

17 5.2.1 \$34,410 as a civil penalty pursuant to Health & Safety Code §
18 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety
19 Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental
20 Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty
21 payment for \$25,807.50 shall be made payable to OEHHA and associated with taxpayer
22 identification number 68-0284486. This total amount shall be paid in two installments: (1) one
23 payment in the amount of \$19,725.48, due on the First Payment Date; (2) one payment in the
24 amount of \$6,082.02, due on the Second Payment Date. Each of the OEHHA penalty payments
25 shall be delivered as follows:

26 For United States Postal Service Delivery:

27 Attn: Mike Gyurics
28 Fiscal Operations Branch Chief

1 Office of Environmental Health Hazard Assessment
2 P.O. Box 4010, MS #19B
3 Sacramento, CA 95812-4010

4 For Non-United States Postal Service Delivery:

5 Attn: Mike Gyurics
6 Fiscal Operations Branch Chief
7 Office of Environmental Health Hazard Assessment
8 1001 I Street, MS #19B
9 Sacramento, CA 95814

10 The CEH portion of the civil penalty payment for \$8,602.50 shall be made payable
11 to the Center for Environmental Health and associated with taxpayer identification number 94-
12 3251981. This total amount shall be paid in two installments: (1) one payment in the amount of
13 \$6,575.16, due on the First Payment Date; (2) one payment in the amount of \$2,027.34, due on
14 the Second Payment Date. Each of the CEH penalty payments shall be delivered to the
15 Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

16 5.2.2 \$25,806 as an Additional Settlement Payment (“ASP”) to CEH pursuant
17 to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204.
18 CEH intends to restrict use of the ASPs received from this Consent Judgment to the following
19 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH
20 programs and activities that seek to educate the public about acrylamide and other toxic
21 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
22 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
23 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
24 obtain and maintain adequate records to document that ASPs are spent on these activities and
25 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
26 request from the Attorney General. The payment pursuant to this Section shall be made payable
27 to the Center for Environmental Health and associated with taxpayer identification number 94-
28 3251981. The total ASP amount shall be paid in two installments: (1) one payment in the amount
of \$19,724.33, due on the First Payment Date; (2) one payment in the amount of \$6,081.67, due

1 on the Second Payment Date. Each of the ASP payments shall be delivered to the Lexington Law
2 Group, 503 Divisadero Street, San Francisco, CA 94117.

3 5.2.3 \$136,034 as a reimbursement of a portion of CEH’s reasonable attorneys’
4 fees and costs. The attorneys’ fees and cost reimbursement shall be made payable to the
5 Lexington Law Group and associated with taxpayer identification number 94-3317175. This
6 total amount shall be paid in two installments: (1) one payment in the amount of \$103,975.03,
7 due on the First Payment Date; (2) one payment in the amount of \$32,058.97, due on the Second
8 Payment Date. Each of the attorneys’ fees and cost payments shall be delivered to the Lexington
9 Law Group, 503 Divisadero Street, San Francisco, CA 94117.

10 **6. MODIFICATION AND DISPUTE RESOLUTION**

11 6.1 **Modification.** This Consent Judgment may be modified from time to time by
12 express written agreement of the Parties, with the approval of the Court and prior notice to the
13 Attorney General’s Office, or by an order of this Court upon motion and prior notice to the
14 Attorney General’s Office and in accordance with law.

15 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
16 shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to
17 modify the Consent Judgment.

18 **7. CLAIMS COVERED AND RELEASE**

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

3 7.2 Provided that Settling Defendants comply in full with their obligations under
4 Section 5 hereof, CEH, for itself and its agents, successors, and assigns, releases, waives, and
5 forever discharges any and all claims against Settling Defendant, Defendant Releasees, and
6 Downstream Defendant Releasees arising from any violation of Proposition 65 or any other
7 statutory or common law claims that have been or could have been asserted by CEH individually
8 or in the public interest regarding the failure to warn about exposure to acrylamide arising in
9 connection with Covered Products manufactured, distributed, or sold by Settling Defendant prior
10 to the Effective Date.

11 7.3 Provided that Settling Defendants comply in full with their obligations under
12 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant
13 shall constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees, and
14 Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in
15 Covered Products manufactured, distributed, or sold by Settling Defendant after the Effective
16 Date.

17 **8. PROVISION OF NOTICE**

18 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
19 notice shall be sent by first class and electronic mail to:

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

25 8.2 When Settling Defendant is entitled to receive any notice under this Consent
26 Judgment, the notice shall be sent by first class and electronic mail to:

27 Elizabeth P. Shoemaker
28 Yorozu Law Group
235 Montgomery Street, Suite 300
San Francisco, CA 94104

liz.shoemaker@yorozulaw.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 other than to allow the Court to determine if there was a material breach of Section 9.1.

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, motion, or application 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.

12. ENTIRE AGREEMENT

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

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 Settling Defendant on terms that are different from those contained in
18 this Consent Judgment.

19 **16. EXECUTION IN COUNTERPARTS**


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

23
24 **IT IS SO ORDERED, ADJUDGED,
25 AND DECREED.**

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27 Dated: _____
28 _____
Judge of the Superior Court

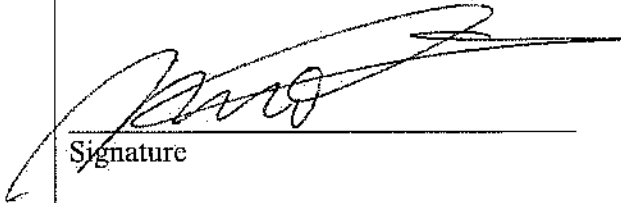
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IT IS SO STIPULATED:

Dated: <u>16 May</u> , 2018	<p>CENTER FOR ENVIRONMENTAL HEALTH</p> <p></p> <p>_____ Signature</p> <p><u>CHARLIE PIZARRO</u></p> <p>_____ Printed Name</p> <p><u>ASSOCIATE DIRECTOR</u></p> <p>_____ Title</p>
Dated: _____, 2018	<p>CALBEE NORTH AMERICA, LLC</p> <p>_____ Signature</p> <p>_____ Printed Name</p> <p>_____ Title</p>

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IT IS SO STIPULATED:

Dated: _____, 2018	CENTER FOR ENVIRONMENTAL HEALTH _____ Signature _____ Printed Name _____ Title
Dated: <u>5/15</u> , 2018	CALBEE NORTH AMERICA, LLC  _____ Signature <u>Mio Sabata</u> _____ Printed Name <u>COO/ President</u> _____ Title

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EXHIBIT A

Covered Products

- Calbee Honey Butter Potato Chips
- Calbee Hot & Spicy Potato Chips
- Calbee Seaweed & Salt Potato Chips