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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 DAISO CALIFORNIA LLC**
Defendants.)
_____)

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, including Sliced Chips and Extruded Products (as defined below), sold by Koikeya Co., Ltd. An initial list of the Covered Products, divided as to Sliced Chips and Extruded Products, is attached as Exhibit A hereto.

1.3 “Sliced Chips” means sliced potato chips and sliced sweet potato chips.

1 1.4 “Extruded Products” means all Covered Products other than Sliced Chips. It is the
2 Parties’ intent that the Extruded Products referenced in this Consent Judgment are the kind of
3 potato or sweet potato based products falling within Type 4 in the “extruded, pellet, and baked
4 products” category in the Consent Judgment as to Defendant Snak King Corporation, entered
5 August 31, 2011, in *People v. Snyder’s of Hanover, et al.*, Alameda County Superior Court Case
6 No. RG 09-455286.¹

7 1.5 “Effective Date” means the date on which this Consent Judgment is entered by
8 the Court.

9 **2. INTRODUCTION**

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

14 2.2 On or about October 28, 2016, CEH provided a 60-day Notice of Violation of
15 Proposition 65 to the California Attorney General, to the District Attorneys of every county in
16 California, to the City Attorneys of every California city with a population greater than 750,000,
17 and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by exposing
18 persons in California to acrylamide contained in fried or baked potato based snack foods sold by
19 Koikeya Co., Ltd. without first providing a clear and reasonable Proposition 65 warning.

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

23 2.4 On August 3, 2017, CEH filed the initial Complaint in the above-captioned matter,
24 naming Settling Defendant as an original defendant.

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

8 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
9 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with
10 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 the Effective Date, Settling
18 Defendant shall not purchase, manufacture, ship, sell, or offer for sale Covered Products that will
19 be sold or offered for sale in California that exceed the following acrylamide concentration levels
20 (the “Reformulation Levels”), such concentration to be determined by use of a test performed by
21 an accredited laboratory using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-
22 MS/MS (Liquid Chromatograph-Mass Spectrometry), or any other testing method agreed upon
23 by the Parties, unless such Covered Products contain a “Clear and Reasonable Warning” as set
24 forth in Section 3.2 below:

25 3.1.1 For Sliced Chips:

26 3.1.1.1 The average acrylamide concentration shall not exceed 281 parts
27 per billion (“ppb”) by weight (the “Sliced Chips Average Level”). The Sliced Chips Average

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1 Level shall be determined by randomly selecting and testing at least 1 sample each from 5
2 different lots of a particular type of Covered Product that is a Sliced Chip (or the maximum
3 number of lots available for testing if less than 5) during a testing period of at least sixty (60)
4 days.

5 3.1.1.2 The acrylamide concentration of any individual unit of Sliced
6 Chips shall not exceed 350 ppb by weight, based on a representative composite sample taken
7 from the individual unit being tested (the “Sliced Chips Unit Level”).

8 3.1.2 For Extruded Products:

9 3.1.2.1 The average acrylamide concentration shall not exceed 350 ppb by
10 weight (the “Extruded Products Average Level”). The Extruded Products Average Level shall be
11 determined by randomly selecting and testing at least 1 sample each from 5 different lots of a
12 particular type of Covered Product that is an Extruded Product (or the maximum number of lots
13 available for testing if less than 5) during a testing period of at least sixty (60) days.

14 3.1.2.2 The acrylamide concentration of any individual unit of Extruded
15 Products shall not exceed 490 ppb by weight, based on a representative composite sample taken
16 from the individual unit being tested (the “Extruded Products Unit Level”).

17 3.2 **Clear and Reasonable Warnings.** A Covered Product purchased, manufactured,
18 shipped, sold, or offered for sale by Settling Defendant may, as an alternative to meeting the
19 Reformulation Levels set forth in Section 3.1, be sold or offered for sale in California with a
20 Clear and Reasonable Warning that complies with the provisions of this Section 3.2. A Clear
21 and Reasonable Warning may only be provided for Covered Products that Settling Defendant
22 reasonably believes do not meet the Reformulation Levels. A Clear and Reasonable Warning
23 under this Agreement shall state:

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

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

14 **4. ENFORCEMENT**

15 4.1 **General Enforcement Provisions.** CEH may, by motion or application for an
16 order to show cause before this Court, enforce the terms and conditions contained in this Consent
17 Judgment. Any action to enforce alleged violations of Section 3.1 or 3.2 by Settling Defendant
18 shall be brought exclusively pursuant to this Section 4, and be subject to the meet and confer
19 requirement of Section 4.2.4 if applicable.

20 4.2 **Enforcement of Reformulation Commitment.**

21 4.2.1 Notice of Violation. In the event that CEH identifies a Covered Product
22 that was sold or offered for sale to California consumers with a best-by or sell-by (or equivalent)
23 date more than 6 months after the Effective Date, and which lacks a Clear and Reasonable
24 Warning that complies with Section 3.2, and for which CEH has laboratory test results showing
25 that the Covered Product has an acrylamide level exceeding the applicable Unit Level, CEH may
26 issue a Notice of Violation pursuant to this Section.

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4.2.2 Service of Notice of Violation and Supporting Documentation.

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

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

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

1 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
2 include all documents upon which Settling Defendant is relying to contest the alleged violation,
3 including all available test data. If Settling Defendant or CEH later acquires additional test or
4 other data regarding the alleged violation during the meet and confer period described in Section
5 4.2.4, it shall notify the other Party and promptly provide all such data or information to the Party
6 unless either the Notice of Violation or Notice of Election has been withdrawn.

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

19 4.2.5 Non-Contested Notices. If Settling Defendant elects to not contest the
20 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if
21 any, as set forth below.

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

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

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1 4.2.6 Payments. Any payments under Section 4.2 shall be made by check
2 payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a
3 Notice of Election triggering a payment and shall be used as reimbursement for costs for
4 investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse
5 attorneys’ fees and costs incurred in connection with these activities.

6 4.3 **Repeat Violations.** If Settling Defendant has received four (4) or more Notices of
7 Violation concerning the same type of Covered Product that were not successfully contested or
8 withdrawn in any two (2) year period then, at CEH’s option, CEH may seek whatever fines,
9 costs, penalties, attorneys’ fees, or other remedies that are provided by law for failure to comply
10 with the Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling
11 Defendant for at least thirty (30) days to determine if Settling Defendant and CEH can agree on
12 measures that Settling Defendant can undertake to prevent future alleged violations.

13 **5. PAYMENTS**

14 5.1 **Payments by Settling Defendant.** Within ten (10) calendar days of the Effective
15 Date, Settling Defendant shall pay the total sum of \$145,000 as a settlement payment as further
16 set forth in this Section.

17 5.2 **Allocation of Payments.** The total settlement amount for Settling Defendant shall
18 be paid in five (5) separate checks in the amounts specified below and delivered as set forth
19 below. Any failure by Settling Defendant to comply with the payment terms herein shall be
20 subject to a stipulated late fee to be paid by Settling Defendant to CEH in the amount of \$100 for
21 each day the full payment is not received after the payment due date set forth in Section 5.1. The
22 late fees required under this Section shall be recoverable, together with reasonable attorneys’
23 fees, in an enforcement proceeding brought pursuant to Section 4 of this Consent Judgment. The
24 funds paid by Settling Defendant shall be allocated as set forth below between the following
25 categories and made payable as follows:

26 5.2.1 \$19,600 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
27 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
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1 25249.12 (25% to CEH and 75% to the State of California’s Office of Environmental Health
2 Hazard Assessment (“OEHHA”). Accordingly, the OEHHA portion of the civil penalty
3 payment for \$14,700 shall be made payable to OEHHA and associated with taxpayer
4 identification number 68-0284486. This payment shall be delivered as follows:

5 For United States Postal Service Delivery:

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

11 For Non-United States Postal Service Delivery:

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

17 The CEH portion of the civil penalty payment for \$4,900 shall be made
18 payable to the Center for Environmental Health and associated with taxpayer identification
19 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
20 Street, San Francisco, CA 94117.

21 5.2.2 \$14,700 as an Additional Settlement Payment (“ASP”) to CEH pursuant
22 to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204.
23 CEH intends to restrict use of the ASPs received from this Consent Judgment to the following
24 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH
25 programs and activities that seek to educate the public about acrylamide and other toxic
26 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
27 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
28 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
obtain and maintain adequate records to document that ASPs are spent on these activities and
CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
request from the Attorney General. The payment pursuant to this Section shall be made payable

1 to the Center for Environmental Health and associated with taxpayer identification number 94-
2 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
3 Francisco, CA 94117.

4 5.2.3 \$110,700 as a reimbursement of a portion of CEH's reasonable attorneys'
5 fees and costs. The attorneys' fees and cost reimbursement shall be made in two separate checks
6 as follows: (a) \$93,465 payable to the Lexington Law Group and associated with taxpayer
7 identification number 94-3317175; and (b) \$17,235 payable to the Center for Environmental
8 Health and associated with taxpayer identification number 94-3251981. These payments shall be
9 delivered to Lexington 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 Defendant complies in full with its 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 Defendant complies in full with its 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 Defendant complies in full with its 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
hhirsch@lexlawgroup.com

24 8.2 When Settling Defendant is entitled to receive any notice under this Consent
25 Judgment, the notice shall be sent by first class and electronic mail to:

26 Elizabeth P. Shoemaker
27 655 Mariners Island Blvd., Suite 306
28 San Mateo, CA 94404
liz@makmanlaw.com

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

3 **9. COURT APPROVAL**

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

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

11 **10. GOVERNING LAW AND CONSTRUCTION**

12 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
13 California.

14 **11. ATTORNEYS' FEES**

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

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

20 **12. ENTIRE AGREEMENT**

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

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

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27 Dated: _____

Judge of the Superior Court

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IT IS SO STIPULATED:

Dated: <u>25 JUNE</u> , 2018	CENTER FOR ENVIRONMENTAL HEALTH  _____ Signature <u>CHARLES PIZAMO</u> _____ Printed Name <u>ASSOCIATE DIRECTOR</u> _____ Title
Dated: _____, 2018	DAISO CALIFORNIA LLC _____ Signature _____ Printed Name _____ Title

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IT IS SO STIPULATED:

Dated: _____, 2018	CENTER FOR ENVIRONMENTAL HEALTH _____ Signature _____ Printed Name _____ Title
Dated: <u>JUNE 21</u> , 2018	DAISO CALIFORNIA LLC  _____ Signature <u>YOSHIHIDE MURATA</u> _____ Printed Name <u>SENIOR VICE PRESIDENT</u> _____ Title

EXHIBIT A

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Sliced Chips

- Koikeya Japanese Salt & Seaweed Potato Chips/Sticks
- Koikeya Karamucho Hot Chili Potato Chips/Sticks
- Koikeya Karamucho Hot Chili with Seaweed Potato Chips/Sticks

Extruded Products

- None