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

CENTER FOR ENVIRONMENTAL HEALTH,	)	Case No. RG 17-872000
	)	
Plaintiff,	)	<b>[PROPOSED] CONSENT JUDGMENT</b>
	)	<b>AS TO AMY’S KITCHEN, INC.</b>
v.	)	
	)	
AMY’S KITCHEN, INC., <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	
	)	
	)	

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**1. DEFINITIONS**

- 1.1 The “Complaint” means the operative complaint in the above-captioned matter.
- 1.2 “Covered Product” means Amy’s Tofu Scramble.
- 1.3 “Effective Date” means the date on which notice of entry of this Consent Judgment by the Court is served upon Settling Defendant.

1     **2.     INTRODUCTION**

2             2.1     The Parties to this Consent Judgment are the Center For Environmental Health  
3     (“CEH”), a California non-profit corporation, and Amy’s Kitchen, Inc. (“Settling Defendant”).  
4     CEH and Settling Defendant (the “Parties”) enter into this Consent Judgment to settle certain  
5     claims asserted by CEH against Settling Defendant as set forth in Complaint.

6             2.2     On November 29, 2016, CEH provided a 60-day Notice of Violation of  
7     Proposition 65 to the California Attorney General, to the District Attorneys of every county in  
8     California, to the City Attorneys of every California city with a population greater than 750,000,  
9     and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by exposing  
10    persons to acrylamide without first providing a clear and reasonable Proposition 65 warning.

11            2.3     Settling Defendant is a corporation or other business entity that manufactures,  
12    distributes, sells, or offers for sale the Covered Product which is sold in the State of California or  
13    has done so in the past.

14            2.4     On August 17, 2017, CEH filed the Complaint, naming Settling Defendant as a  
15    defendant in the action.

16            2.5     Settling Defendant denies the material, factual, and legal allegations made in the  
17    Notice of Violation and Complaint, and maintains that the Covered Product it has sold or distributed  
18    for sale in California has been, and is, in compliance with Proposition 65.

19            2.6     For purposes of this Consent Judgment only, the Parties stipulate that this Court  
20    has jurisdiction over the allegations of violations contained in the Complaint and personal  
21    jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper  
22    in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Consent  
23    Judgment as a full and final resolution of all claims which were or could have been raised in the  
24    Complaint based on the facts alleged therein with respect to the Covered Product manufactured,  
25    distributed, and/or sold by Settling Defendant.

26            2.7     Nothing in this Consent Judgment is or shall be construed as an admission by the  
27    Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with

1 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,  
2 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall  
3 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any  
4 other pending or future legal proceedings. This Consent Judgment is the product of negotiation  
5 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and  
6 resolving issues disputed in this Action.

### 7 **3. INJUNCTIVE RELIEF**

8 3.1 Commencing on the date that is three (3) months after the Effective Date (the  
9 “Compliance Date”), Settling Defendant shall not purchase or manufacture any Covered Product  
10 that thereafter will be sold or offered for sale in California that exceeds the following acrylamide  
11 concentration limits (the “Acrylamide Levels”). Such concentration are to be determined by use  
12 of a test performed by an accredited laboratory using either GC/MS (Gas Chromatograph/Mass  
13 Spectrometry), LC-MS/MS (Liquid Chromatograph-Mass Spectrometry) or any other testing  
14 method agreed upon by the Parties:

15 3.1.1 The average acrylamide concentration of the Covered Product as used per  
16 cooking instructions, shall not exceed, on average, 250 parts per billion (“ppb”) by weight (the  
17 “Average Level”). The Average Level is determined by randomly selecting and testing at least 1  
18 sample each from 5 different lots of the Covered Product (or the maximum number of lots  
19 available for testing if less than 5) with each test separated by a period of at least 60 days.

20 3.1.2 The acrylamide concentration of any individual unit, as used per cooking  
21 instructions, shall not exceed 300 ppb by weight (the “Unit Level”), based on a representative  
22 composite sample taken from the individual unit being tested.

23 3.2 **Compliance Testing.** Compliance with the Acrylamide Levels shall be  
24 determined after cooking each Covered Product as if prepared for consumption in accordance  
25 with the instructions on the packaging label of that Covered Product.  
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1     **4.     ENFORCEMENT**

2             **4.1     General Enforcement Provisions.** CEH may, by motion or application for an  
3     order to show cause before this Court, enforce the terms and conditions contained in this Consent  
4     Judgment. Any action to enforce alleged violations of Section 3.1 by Settling Defendant shall be  
5     brought exclusively pursuant to this Section 4, and be subject to the meet and confer requirement  
6     of Section 4.2.5, if applicable.

7             **4.2     Enforcement of Injunctive Relief.**

8                 **4.2.1     Notice of Violation.** In the event that CEH identifies a Covered Product  
9     that was sold or offered for sale to California consumers and that has a best-by or sell-by (or  
10    equivalent) date or other code that reflects that the Covered Product was manufactured on or after  
11    the Compliance Date, and for which CEH has laboratory test results showing that the Covered  
12    Product, as prepared for consumption in accordance with the instructions on the packaging label  
13    of that Covered Product, has an acrylamide level exceeding the Unit Level, then CEH may issue a  
14    Notice of Violation pursuant to this Section.

15                **4.2.2     Service of Notice of Violation and Supporting Documentation.**

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

23                    **4.2.2.2**     The Notice of Violation shall, at a minimum, set forth: (a) the date  
24    the Covered Product was purchased; (b) a description of the Covered Product giving rise to the  
25    alleged violation, including the name and address of the retail entity from which the sample was  
26    obtained and if available information that identifies the product lot; and (c) all test data obtained  
27    by CEH regarding the Covered Product and supporting documentation sufficient for validation of  
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1 the test results, including any laboratory reports, quality assurance reports, and quality control  
2 reports associated with testing of the Covered Product.

3 4.2.3 Notice of Election of Response. No more than forty-five (45) days after  
4 effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to  
5 CEH whether it elects to contest the allegations contained in a Notice of Violation (“Notice of  
6 Election”). Failure to provide a Notice of Election within forty-five (45) days of effectuation of  
7 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.

8 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall  
9 include all then-available documentary evidence regarding the alleged violation, including all  
10 available test data. If Settling Defendant or CEH later acquires additional test or other data  
11 regarding the alleged violation, it shall notify the other party and promptly provide all such data  
12 or information to the party.

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

25 4.2.5 Non-Contested Notices. If Settling Defendant elects to not contest the  
26 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if  
27 any, as set forth below.

1                   4.2.5.1     Settling Defendant shall include in its Notice of Election a detailed  
2 description with supporting documentation of the corrective action(s) that it has undertaken or  
3 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,  
4 provide reasonable assurance that all Covered Product having the same lot number as that of the  
5 Covered Product identified in CEH's Notice of Violation (the "Noticed Covered Product") will  
6 not thereafter be sold or offered for sale by Settling Defendant in California. Settling Defendant  
7 shall make available to CEH for inspection and copying records of non-privileged  
8 correspondence sufficient to show the compliance actions taken with respect to the Noticed  
9 Covered Product to the extent it has such documents on file. If the Notice of Violation is based  
10 on a violation of the Unit Level with respect to a single unit of Covered Product, Settling  
11 Defendant may be excused from the corrective action obligation described in the foregoing (but  
12 not the monetary payments, if any, required by this Section 4) if Settling Defendant produces test  
13 results and other evidence that: (1) demonstrates that the acrylamide levels found by CEH in the  
14 unit alleged to be in violation is an aberration; and (2) otherwise provides reasonable assurance  
15 that the remainder of the Noticed Covered Products, aside from the unit alleged to be in violation,  
16 comply with the Reformulation Levels. However, to avail itself of this provision, Settling  
17 Defendant must provide CEH with all acrylamide test data in its possession, custody or control  
18 pertaining to the same lot of the Noticed Covered Product that was performed within the year  
19 prior to the date of the Notice of Violation. If there is a dispute over the corrective action or over  
20 whether Settling Defendant is excused therefrom, Settling Defendant and CEH shall meet and  
21 confer before seeking any remedy in court. In no case shall CEH issue more than one Notice of  
22 Violation per manufacturing lot of a type of Covered Product, nor shall CEH issue more than two  
23 Notices of Violation in the first calendar year following the Effective Date.

24                   4.2.5.2     If the Notice of Violation is the first, second, third, or fourth Notice  
25 of Violation received by Settling Defendant under Section 4.2.1 that was not successfully  
26 contested or withdrawn, then Settling Defendant shall pay \$10,000 for each Notice of Violation.  
27 If Settling Defendant has received more than four (4) Notices of Violation (each for a Covered  
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Product from a separate lot) under Section 4.2.2 that were not successfully contested or withdrawn, then Settling Defendant shall pay \$20,000 for each Notice of Violation. If Settling Defendant is excused from the corrective action obligation pursuant to Section 4.2.5.1, then Settling Defendant shall pay \$1,750 for that Notice of Violation. If Settling Defendant produces with its Notice of Election test data for the same lot of Covered Product as the Noticed Covered Product that demonstrates acrylamide levels below the Unit Level, then any payment under this Section shall be reduced by 100 percent (100%) for the first Notice of Violation, by seventy-five percent (75%) for the second Notice of Violation, and by fifty percent (50%) for any subsequent Notice of Violation. In no case shall Settling Defendant be obligated to pay more than \$50,000 for uncontested Notices of Violation in any calendar year irrespective of the total number of Notices of Violation issued.

4.2.6 Payments. Any payments under Section 4.2 shall be made by check payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a Notice of Election triggering a payment and which shall be used as reimbursement for costs for investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse attorneys’ fees and costs incurred in connection with these activities, and shall be the extent of all monetary remedies available to CEH under this Consent Judgment for a non-contested Notice of Violation.

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

## **5. PAYMENTS**

5.1 **Payments by Settling Defendant.** Within fifteen (15) calendar days of the

Effective Date, Settling Defendant shall pay the total sum of \$49,000 as a settlement payment as further set forth in this Section.

**5.2 Allocation of Payments.** The total settlement amount for Settling Defendant shall be paid in five (5) separate checks in the amounts specified below and delivered as set forth below. Any failure by Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is not received after the applicable payment due date set forth in Section 5.1. The late fees required under this Section shall be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 4.1 of this Consent Judgment. The funds paid by Settling Defendant shall be allocated as set forth below between the following categories and made payable as follows:

**5.2.1** \$6,435 as a civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment for \$4,826.25 shall be made payable to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be delivered as follows:

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

The CEH portion of the civil penalty payment for \$1,608.75 shall be made payable to the Center For Environmental Health and associated with taxpayer identification number 94-



3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

5.2.2 \$4,825 as an Additional Settlement Payment (“ASP”) to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH intends to restrict use of the ASPs received from the Consent Judgment before the Court to the following purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH programs and activities that seek to educate the public about acrylamide and other toxic chemicals in food, to work with the food industry and agriculture interests to reduce exposure to acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall obtain and maintain adequate records to document that ASPs are spent on these activities and CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any request from the Attorney General. The payment pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. The payment pursuant to this Section shall be made payable to the Center For Environmental Health, associated with taxpayer identification number 94-3251981 and delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

5.2.3 \$37,740 as a reimbursement of a portion of CEH’s reasonable attorneys’ fees and costs. The attorneys’ fees and cost reimbursement shall be made in two separate checks as follows: (a) \$32,025 payable to the Lexington Law Group and associated with taxpayer identification number 94-3317175; and (b) \$5,715 payable to the Center For Environmental Health and associated with taxpayer identification number 94-3251981. These payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

## **6. MODIFICATION AND DISPUTE RESOLUTION**

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

1 Attorney General's Office and in accordance with law.

2       **6.2 Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
3 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to  
4 modify the Consent Judgment.

5 **7. CLAIMS COVERED AND RELEASE**

6       **7.1** This Consent Judgment is a full, final, and binding resolution between CEH on  
7 behalf of itself and the public interest and Settling Defendant and its parents, subsidiaries,  
8 affiliated entities that are under common ownership, directors, officers, employees, agents,  
9 shareholders, successors, assigns, and attorneys ("Defendant Releasees"), and all entities to  
10 which Settling Defendant directly or indirectly distributes or sells the Covered Product, including  
11 but not limited to distributors, wholesalers, customers, retailers, importers, franchisees, licensors,  
12 and licensees ("Downstream Defendant Releasees"), of any violation of Proposition 65 based on  
13 failure to warn about alleged exposure to acrylamide contained in the Covered Product that was  
14 manufactured by Settling Defendant prior to the Compliance Date.

15       **7.2** CEH, for itself, its agents, successors, and assigns, releases, waives, and forever  
16 discharges any and all claims against Settling Defendant, Defendant Releasees, and Downstream  
17 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or  
18 common law claims that have been or could have been asserted by CEH individually or in the  
19 public interest regarding the failure to warn about exposure to acrylamide arising in connection  
20 with the Covered Product manufactured, distributed, or sold by Settling Defendant prior to the  
21 Compliance Date.

22       CEH, in its individual capacity only and not in its representative capacity, also provides a  
23 release to Defendant Releasees and Downstream Defendant Releasees which shall be effective as  
24 a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs,  
25 expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of CEH of any nature,  
26 character, or kind, whether known or unknown, suspected or unsuspected, arising out of alleged  
27 or actual exposures to acrylamide in the Covered Product manufactured by Settling Defendant  
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1 prior to the Compliance Date.

2 7.3 Compliance with the terms of this Consent Judgment by Settling Defendant and  
3 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant,  
4 Defendant Releasees, and Downstream Defendant Releasees with respect to any alleged failure to  
5 warn about acrylamide in the Covered Product manufactured by Settling Defendant after the  
6 Compliance Date.

7 **8. PROVISION OF NOTICE**

8 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the  
9 notice shall be sent by first class and electronic mail to:

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

15 8.2 When Settling Defendant is entitled to receive any notice under this Consent  
16 Judgment, the notice shall be sent by first class and electronic mail to:

17 Trenton H. Norris  
18 Arnold & Porter Kaye Scholer LLP  
19 Three Embarcadero Center, 10<sup>th</sup> Floor  
20 San Francisco, CA 94111  
21 Trent.Norris@apks.com

22 Amy's Kitchen, Inc.  
23 Office of General Counsel  
24 Attn: Mike Resch  
25 1650 Corporate Cir.  
26 Petaluma, CA 94954

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

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 approval of  
5       such Motion.

6           This Consent Judgment is not effective until it is approved and entered by the Court. The  
7       Parties acknowledge that, pursuant to California Health and Safety Code section 25249.7(f), a  
8       noticed motion is required for judicial approval of this Consent Judgment, which motion CEH  
9       shall draft and file and Settling Defendant shall support, appearing at the hearing if so requested.  
10      If any third party objection to the motion for approval is filed, CEH and Settling Defendant agree  
11      to work together to file a response and appear at any hearing.

12          If the Court does not approve the Consent Judgment, the Parties agree to meet and confer  
13      as to whether to modify the language or appeal the ruling. If the Parties do not jointly agree on a  
14      course of action to take, then the case shall proceed in its normal course on the Court's trial  
15      calendar. If the Court's approval is ultimately overturned by an appellate court, the Parties shall  
16      meet and confer as to whether to modify the terms of this Consent Judgment. If the parties do not  
17      jointly agree on a course of action to take then the case shall proceed in its normal course on the  
18      Court's trial calendar. In the event that this Consent Judgment is entered by the Court and  
19      subsequently overturned by any appellate court, then any monies that have been provided to CEH  
20      or its counsel under this Consent Judgment shall be refunded within fifteen (15) calendar days of  
21      the appellate decision becoming final and the Parties shall reasonably cooperate to obtain a timely  
22      refund of monies paid to OEHHA under this Consent Judgment.

23          9.2       If this Consent Judgment is not entered by the Court, it shall be of no force or  
24      effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
25      purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

26       **10.       GOVERNING LAW AND CONSTRUCTION**

27          10.1      The terms of this Consent Judgment shall be governed by the laws of the State of  
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1 California.

2 **11. ATTORNEYS' FEES**

3 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent  
4 Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs..

5 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of  
6 sanctions pursuant to law.

7 **12. ENTIRE AGREEMENT**

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

22 **13. RETENTION OF JURISDICTION**

23 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
24 Consent Judgment.

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

2             14.1     Each signatory to this Consent Judgment certifies that he or she is fully authorized  
3     by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
4     execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

6             15.1     Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
7     against any entity other than Settling Defendant on terms that are different than those contained  
8     in this Consent Judgment. Settling Defendant may move to modify this Consent Judgment  
9     pursuant to Section 6 to substitute higher Acrylamide Levels that CEH agrees to in a future  
10    consent judgment applicable to hash brown or fried potato products substantially similar to the  
11    Covered Product, and CEH agrees not to oppose any such motion except for good cause shown.

12    **16.     COMPLIANCE WITH REPORTING REQUIREMENTS**

13            16.1     CEH agrees to comply with the reporting form requirements referenced in Health  
14    and Safety Code section 25249.7(f).

15    **17.     EXECUTION IN COUNTERPARTS**

16            17.1     The stipulations to this Consent Judgment may be executed in counterparts and by  
17    means of facsimile or portable document format (pdf), which taken together shall be deemed to  
18    constitute one document.

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

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	)	<b>AS TO AMY’S KITCHEN, INC.</b>
v.	)	
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AMY’S KITCHEN, INC., <i>et al.</i> ,	)	
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Defendants.	)	
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9     and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by exposing  
10    persons to acrylamide without first providing a clear and reasonable Proposition 65 warning.

11            2.3     Settling Defendant is a corporation or other business entity that manufactures,  
12    distributes, sells, or offers for sale the Covered Product which is sold in the State of California or  
13    has done so in the past.

14            2.4     On August 17, 2017, CEH filed the Complaint, naming Settling Defendant as a  
15    defendant in the action.

16            2.5     Settling Defendant denies the material, factual, and legal allegations made in the  
17    Notice of Violation and Complaint, and maintains that the Covered Product it has sold or  
18    distributed for sale in California has been, and is, in compliance with Proposition 65.

19            2.6     For purposes of this Consent Judgment only, the Parties stipulate that this Court  
20    has jurisdiction over the allegations of violations contained in the Complaint and personal  
21    jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper  
22    in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Consent  
23    Judgment as a full and final resolution of all claims which were or could have been raised in the  
24    Complaint based on the facts alleged therein with respect to the Covered Product manufactured,  
25    distributed, and/or sold by Settling Defendant.

26            2.7     Nothing in this Consent Judgment is or shall be construed as an admission by the  
27    Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with



the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any other pending or future legal proceedings. This Consent Judgment is the product of negotiation and compromise and is accepted by the Parties solely for purposes of settling, compromising, and resolving issues disputed in this Action.

### **3. INJUNCTIVE RELIEF**

3.1 Commencing on the date that is three (3) months after the Effective Date (the “Compliance Date”), Settling Defendant shall not purchase or manufacture any Covered Product that thereafter will be sold or offered for sale in California that exceeds the following acrylamide concentration limits (the “Acrylamide Levels”). Such concentration are to be determined by use of a test performed by an accredited laboratory using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid Chromatograph-Mass Spectrometry) or any other testing method agreed upon by the Parties:

3.1.1 The average acrylamide concentration of the Covered Product as used per cooking instructions, shall not exceed, on average, 250 parts per billion (“ppb”) by weight (the “Average Level”). The Average Level is determined by randomly selecting and testing at least 1 sample each from 5 different lots of the Covered Product (or the maximum number of lots available for testing if less than 5) with each test separated by a period of at least 60 days.

3.1.2 The acrylamide concentration of any individual unit, as used per cooking instructions, shall not exceed 300 ppb by weight (the “Unit Level”), based on a representative composite sample taken from the individual unit being tested.

3.2 **Compliance Testing.** Compliance with the Acrylamide Levels shall be determined after cooking each Covered Product as if prepared for consumption in accordance with the instructions on the packaging label of that Covered Product.

1     **4.     ENFORCEMENT**

2             **4.1     General Enforcement Provisions.** CEH may, by motion or application for an  
3     order to show cause before this Court, enforce the terms and conditions contained in this Consent  
4     Judgment. Any action to enforce alleged violations of Section 3.1 by Settling Defendant shall be  
5     brought exclusively pursuant to this Section 4, and be subject to the meet and confer requirement  
6     of Section 4.2.5, if applicable.

7             **4.2     Enforcement of Injunctive Relief.**

8                 **4.2.1     Notice of Violation.** In the event that CEH identifies a Covered Product  
9     that was sold or offered for sale to California consumers and that has a best-by or sell-by (or  
10    equivalent) date or other code that reflects that the Covered Product was manufactured on or after  
11    the Compliance Date, and for which CEH has laboratory test results showing that the Covered  
12    Product, as prepared for consumption in accordance with the instructions on the packaging label  
13    of that Covered Product, has an acrylamide level exceeding the Unit Level, then CEH may issue a  
14    Notice of Violation pursuant to this Section.

15                **4.2.2     Service of Notice of Violation and Supporting Documentation.**

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

23                    **4.2.2.2**     The Notice of Violation shall, at a minimum, set forth: (a) the date  
24    the Covered Product was purchased; (b) a description of the Covered Product giving rise to the  
25    alleged violation, including the name and address of the retail entity from which the sample was  
26    obtained and if available information that identifies the product lot; and (c) all test data obtained  
27    by CEH regarding the Covered Product and supporting documentation sufficient for validation of  
28

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

3 4.2.3 Notice of Election of Response. No more than forty-five (45) days after  
4 effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to  
5 CEH whether it elects to contest the allegations contained in a Notice of Violation (“Notice of  
6 Election”). Failure to provide a Notice of Election within forty-five (45) days of effectuation of  
7 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.

8 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall  
9 include all then-available documentary evidence regarding the alleged violation, including all  
10 available test data. If Settling Defendant or CEH later acquires additional test or other data  
11 regarding the alleged violation, it shall notify the other party and promptly provide all such data  
12 or information to the party.

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

25 4.2.5 Non-Contested Notices. If Settling Defendant elects to not contest the  
26 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if  
27 any, as set forth below.

1                   4.2.5.1     Settling Defendant shall include in its Notice of Election a detailed  
2 description with supporting documentation of the corrective action(s) that it has undertaken or  
3 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,  
4 provide reasonable assurance that all Covered Product having the same lot number as that of the  
5 Covered Product identified in CEH's Notice of Violation (the "Noticed Covered Product") will  
6 not thereafter be sold or offered for sale by Settling Defendant in California. Settling Defendant  
7 shall make available to CEH for inspection and copying records of non-privileged  
8 correspondence sufficient to show the compliance actions taken with respect to the Noticed  
9 Covered Product to the extent it has such documents on file. If the Notice of Violation is based  
10 on a violation of the Unit Level with respect to a single unit of Covered Product, Settling  
11 Defendant may be excused from the corrective action obligation described in the foregoing (but  
12 not the monetary payments, if any, required by this Section 4) if Settling Defendant produces test  
13 results and other evidence that: (1) demonstrates that the acrylamide levels found by CEH in the  
14 unit alleged to be in violation is an aberration; and (2) otherwise provides reasonable assurance  
15 that the remainder of the Noticed Covered Products, aside from the unit alleged to be in violation,  
16 comply with the Reformulation Levels. However, to avail itself of this provision, Settling  
17 Defendant must provide CEH with all acrylamide test data in its possession, custody or control  
18 pertaining to the same lot of the Noticed Covered Product that was performed within the year  
19 prior to the date of the Notice of Violation. If there is a dispute over the corrective action or over  
20 whether Settling Defendant is excused therefrom, Settling Defendant and CEH shall meet and  
21 confer before seeking any remedy in court. In no case shall CEH issue more than one Notice of  
22 Violation per manufacturing lot of a type of Covered Product, nor shall CEH issue more than two  
23 Notices of Violation in the first calendar year following the Effective Date.

24                   4.2.5.2     If the Notice of Violation is the first, second, third, or fourth Notice  
25 of Violation received by Settling Defendant under Section 4.2.1 that was not successfully  
26 contested or withdrawn, then Settling Defendant shall pay \$10,000 for each Notice of Violation.  
27 If Settling Defendant has received more than four (4) Notices of Violation (each for a Covered  
28

Product from a separate lot) under Section 4.2.2 that were not successfully contested or withdrawn, then Settling Defendant shall pay \$20,000 for each Notice of Violation. If Settling Defendant is excused from the corrective action obligation pursuant to Section 4.2.5.1, then Settling Defendant shall pay \$1,750 for that Notice of Violation. If Settling Defendant produces with its Notice of Election test data for the same lot of Covered Product as the Noticed Covered Product that demonstrates acrylamide levels below the Unit Level, then any payment under this Section shall be reduced by 100 percent (100%) for the first Notice of Violation, by seventy-five percent (75%) for the second Notice of Violation, and by fifty percent (50%) for any subsequent Notice of Violation. In no case shall Settling Defendant be obligated to pay more than \$10,000 for uncontested Notices of Violation in any calendar year irrespective of the total number of Notices of Violation issued.

4.2.6 Payments. Any payments under Section 4.2 shall be made by check payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a Notice of Election triggering a payment and which shall be used as reimbursement for costs for investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse attorneys’ fees and costs incurred in connection with these activities, and shall be the extent of all monetary remedies available to CEH under this Consent Judgment for a non-contested Notice of Violation.

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

## **5. PAYMENTS**

5.1 **Payments by Settling Defendant.** Within fifteen (15) calendar days of the

Effective Date, Settling Defendant shall pay the total sum of \$49,000 as a settlement payment as further set forth in this Section.

**5.2 Allocation of Payments.** The total settlement amount for Settling Defendant shall be paid in five (5) separate checks in the amounts specified below and delivered as set forth below. Any failure by Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each day the full payment is not received after the applicable payment due date set forth in Section 5.1. The late fees required under this Section shall be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 4.1 of this Consent Judgment. The funds paid by Settling Defendant shall be allocated as set forth below between the following categories and made payable as follows:

**5.2.1** \$6,435 as a civil penalty pursuant to Health & Safety Code § 25249.7(b). The civil penalty payment shall be apportioned in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty payment for \$4,826.25 shall be made payable to OEHHA and associated with taxpayer identification number 68-0284486. This payment shall be delivered as follows:

For United States Postal Service Delivery:

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

For Non-United States Postal Service Delivery:

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

The CEH portion of the civil penalty payment for \$1,608.75 shall be made payable to the Center For Environmental Health and associated with taxpayer identification number 94-

3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

5.2.2 \$4,825 as an Additional Settlement Payment (“ASP”) to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH intends to restrict use of the ASPs received from the Consent Judgment before the Court to the following purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH programs and activities that seek to educate the public about acrylamide and other toxic chemicals in food, to work with the food industry and agriculture interests to reduce exposure to acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall obtain and maintain adequate records to document that ASPs are spent on these activities and CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any request from the Attorney General. The payment pursuant to this Section shall be made payable to the Center for Environmental Health and associated with taxpayer identification number 94-3251981. The payment pursuant to this Section shall be made payable to the Center For Environmental Health, associated with taxpayer identification number 94-3251981 and delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

5.2.3 \$37,740 as a reimbursement of a portion of CEH’s reasonable attorneys’ fees and costs. The attorneys’ fees and cost reimbursement shall be made in two separate checks as follows: (a) \$32,025 payable to the Lexington Law Group and associated with taxpayer identification number 94-3317175; and (b) \$5,715 payable to the Center For Environmental Health and associated with taxpayer identification number 94-3251981. These payments shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

## **6. MODIFICATION AND DISPUTE RESOLUTION**

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

1 Attorney General's Office and in accordance with law.

2       6.2     **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment  
3 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to  
4 modify the Consent Judgment.

5     **7.       CLAIMS COVERED AND RELEASE**

6       7.1     This Consent Judgment is a full, final, and binding resolution between CEH on  
7 behalf of itself and the public interest and Settling Defendant and its parents, subsidiaries,  
8 affiliated entities that are under common ownership, directors, officers, employees, agents,  
9 shareholders, successors, assigns, and attorneys ("Defendant Releasees"), and all entities to  
10 which Settling Defendant directly or indirectly distributes or sells the Covered Product, including  
11 but not limited to distributors, wholesalers, customers, retailers, importers, franchisees, licensors,  
12 and licensees ("Downstream Defendant Releasees"), of any violation of Proposition 65 based on  
13 failure to warn about alleged exposure to acrylamide contained in the Covered Product that was  
14 manufactured by Settling Defendant prior to the Compliance Date.

15       7.2     CEH, for itself, its agents, successors, and assigns, releases, waives, and forever  
16 discharges any and all claims against Settling Defendant, Defendant Releasees, and Downstream  
17 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or  
18 common law claims that have been or could have been asserted by CEH individually or in the  
19 public interest regarding the failure to warn about exposure to acrylamide arising in connection  
20 with the Covered Product manufactured, distributed, or sold by Settling Defendant prior to the  
21 Compliance Date.

22       CEH, in its individual capacity only and not in its representative capacity, also provides a  
23 release to Defendant Releasees and Downstream Defendant Releasees which shall be effective as  
24 a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs,  
25 expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of CEH of any nature,  
26 character, or kind, whether known or unknown, suspected or unsuspected, arising out of alleged  
27 or actual exposures to acrylamide in the Covered Product manufactured by Settling Defendant  
28



1 prior to the Compliance Date.

2           7.3     Compliance with the terms of this Consent Judgment by Settling Defendant and  
3 Defendant Releasees shall constitute compliance with Proposition 65 by Settling Defendant,  
4 Defendant Releasees, and Downstream Defendant Releasees with respect to any alleged failure to  
5 warn about acrylamide in the Covered Product manufactured by Settling Defendant after the  
6 Compliance Date.

7     **8.     PROVISION OF NOTICE**

8           8.1     When CEH is entitled to receive any notice under this Consent Judgment, the  
9 notice shall be sent by first class and electronic mail to:

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

15           8.2     When Settling Defendant is entitled to receive any notice under this Consent  
16 Judgment, the notice shall be sent by first class and electronic mail to:

17                               Trenton H. Norris  
18                               Arnold & Porter Kaye Scholer LLP  
19                               Three Embarcadero Center, 10<sup>th</sup> Floor  
20                               San Francisco, CA 94111  
21                               Trent.Norris@apks.com

22                               Amy's Kitchen, Inc.  
23                               Office of General Counsel  
24                               Attn: Mike Resch  
25                               1650 Corporate Cir.  
26                               Petaluma, CA 94954

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

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 approval of  
5     such Motion.

6             This Consent Judgment is not effective until it is approved and entered by the Court. The  
7     Parties acknowledge that, pursuant to California Health and Safety Code section 25249.7(f), a  
8     noticed motion is required for judicial approval of this Consent Judgment, which motion CEH  
9     shall draft and file and Settling Defendant shall support, appearing at the hearing if so requested.  
10    If any third party objection to the motion for approval is filed, CEH and Settling Defendant agree  
11    to work together to file a response and appear at any hearing.

12            If the Court does not approve the Consent Judgment, the Parties agree to meet and confer  
13    as to whether to modify the language or appeal the ruling. If the Parties do not jointly agree on a  
14    course of action to take, then the case shall proceed in its normal course on the Court's trial  
15    calendar. If the Court's approval is ultimately overturned by an appellate court, the Parties shall  
16    meet and confer as to whether to modify the terms of this Consent Judgment. If the parties do not  
17    jointly agree on a course of action to take then the case shall proceed in its normal course on the  
18    Court's trial calendar. In the event that this Consent Judgment is entered by the Court and  
19    subsequently overturned by any appellate court, then any monies that have been provided to CEH  
20    or its counsel under this Consent Judgment shall be refunded within fifteen (15) calendar days of  
21    the appellate decision becoming final and the Parties shall reasonably cooperate to obtain a timely  
22    refund of monies paid to OEHHA under this Consent Judgment.

23            9.2     If this Consent Judgment is not entered by the Court, it shall be of no force or  
24    effect and shall not be introduced into evidence or otherwise used in any proceeding for any  
25    purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

26     **10.    GOVERNING LAW AND CONSTRUCTION**

27            10.1    The terms of this Consent Judgment shall be governed by the laws of the State of  
28

1 California.

2 **11. ATTORNEYS' FEES**

3 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent  
4 Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs..

5 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of  
6 sanctions pursuant to law.

7 **12. ENTIRE AGREEMENT**

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

22 **13. RETENTION OF JURISDICTION**

23 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
24 Consent Judgment.  
25  
26  
27  
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1     **14.     AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

2             14.1     Each signatory to this Consent Judgment certifies that he or she is fully authorized  
3     by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
4     execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

6             15.1     Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
7     against any entity other than Settling Defendant on terms that are different than those contained  
8     in this Consent Judgment. Settling Defendant may move to modify this Consent Judgment  
9     pursuant to Section 6 to substitute higher Acrylamide Levels that CEH agrees to in a future  
10    consent judgment applicable to hash brown or fried potato products substantially similar to the  
11    Covered Product, and CEH agrees not to oppose any such motion except for good cause shown.

12    **16.     COMPLIANCE WITH REPORTING REQUIREMENTS**

13            16.1     CEH agrees to comply with the reporting form requirements referenced in Health  
14    and Safety Code section 25249.7(f).

15    **17.     EXECUTION IN COUNTERPARTS**

16            17.1     The stipulations to this Consent Judgment may be executed in counterparts and by  
17    means of facsimile or portable document format (pdf), which taken together shall be deemed to  
18    constitute one document.

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1 **IT IS SO STIPULATED:**

2  
3 Dated: 27 Oct, 2017

**CENTER FOR ENVIRONMENTAL HEALTH**

4  
5  
6 Signature

7  
8 Printed Name

9  
10 Title

11  
12  
13 Dated: \_\_\_\_\_, 2017

**AMY'S KITCHEN, INC.**

14  
15  
16 Signature

17  
18 Printed Name

19  
20 Title

21  
22 **IT IS SO ORDERED, ADJUDGED,**  
23 **AND DECREED**

24  
25 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court

1 **IT IS SO STIPULATED:**

2  
3 Dated: \_\_\_\_\_, 2017

**CENTER FOR ENVIRONMENTAL HEALTH**

4  
5  
6 Signature \_\_\_\_\_

7  
8 Printed Name \_\_\_\_\_

9  
10 Title \_\_\_\_\_

11  
12  
13 Dated: October 27, 2017

**AMY'S KITCHEN, INC.**

14  
15 Steve Rich  
16 Signature \_\_\_\_\_

17  
18 Steve Rich  
19 Printed Name \_\_\_\_\_

20 Associate General Counsel  
21 Title \_\_\_\_\_

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

25 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court