

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

CENTER FOR ENVIRONMENTAL HEALTH,)	Case No. RG 17-851469
)	
Plaintiff,)	[PROPOSED] CONSENT JUDGMENT
)	AS TO FGF BRANDS, INC.
v.)	
)	
FOODSHOULDTASTEGOOD, INC., <i>et al.</i> ,)	
)	
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 foods, but not including sliced potato chips, that are manufactured, distributed, or sold by FGF (“Covered Products”). It is the Parties’ intent that the Covered Products in this Consent Judgment are the kind of products falling within Type 4 in the “extruded, pellet, and baked products” category in the Consent Judgment as to Defendant Snak King Corporation, entered

1 August 31, 2011, in People v. Snyder’s of Hanover, Alameda County Superior Court Case No.
2 RG09455286.¹ An initial list of the Covered Products is attached as Exhibit A.

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

5 **2. INTRODUCTION**

6 2.1 The Parties to this Consent Judgment are the Center For Environmental Health
7 (“CEH”), a California non-profit corporation, and FGF Brands, Inc., a Canadian corporation
8 (“Settling Defendant”). CEH and Settling Defendant (the “Parties”) enter into this Consent
9 Judgment to settle all claims asserted by CEH against Settling Defendant as set forth in the
10 Complaint and all Claims described in Section 7 of this Consent Judgment.

11 2.2 On November 29, 2016, CEH provided a 60-day Notice of Violation of
12 Proposition 65 (the “Notice”) to the California Attorney General, the District Attorneys of every
13 county in California, the City Attorneys of every California city with a population greater than
14 750,000 and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by
15 exposing persons to acrylamide contained in fried or baked potato or sweet potato based snack
16 foods without first providing a clear and reasonable Proposition 65 warning.

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

20 2.4 On March 2, 2017, CEH filed the Complaint in the above-captioned matter,
21 naming Settling Defendant as a defendant.

22 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court
23 has jurisdiction over the allegations of violations contained in the Complaint and personal
24 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper
25 in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Consent
26

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

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.

3 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
4 Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with
5 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
6 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
7 prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any
8 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
9 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and
10 resolving issues disputed in this Action.

11 **3. INJUNCTIVE RELIEF**

12 3.1 **Reformulation of Covered Products.** Upon notice of entry of this Consent
13 Judgment by the Court (the “Effective Date”), Settling Defendant shall not purchase,
14 manufacture, ship, sell or offer for sale Covered Products that will be sold or offered for sale in
15 California that exceed the following acrylamide concentration limits, such concentration to be
16 determined by use of a test performed by an accredited laboratory using either GC/MS (Gas
17 Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid Chromatograph-Mass Spectrometry)
18 or any other testing method agreed upon by the Parties:

19 3.1.1 The average acrylamide concentration shall not exceed 350 parts per
20 billion (“ppb”) by weight (the “Average Level”). The Average Level is determined by randomly
21 selecting at least 5 samples from 5 different lots of Covered Products (or the maximum number of
22 lots available for testing if less than 5) during a testing period of at least 60 days.

23 3.1.2 The acrylamide concentration of any individual unit shall not exceed 490
24 ppb by weight (the “Unit Level”).

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

28

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 4.2.4 if applicable.

7 **4.2 Enforcement of Reformulation Commitment.**

8 **4.2.1 Notice of Violation.** In the event that CEH purchases an Covered
9 Product in California with a best-by or sell-by (or equivalent) date or other code that reflects that
10 the Covered Product was manufactured on or after the Effective Date, for which CEH has
11 laboratory test results showing that the Covered Product has an acrylamide level exceeding the
12 Unit Level, CEH may issue a Notice of Violation pursuant to this Section.

13 **4.2.2 Service of Notice of Violation and Supporting Documentation.**

14 **4.2.2.1** Subject to Section 4.2.2, the Notice of Violation shall be sent to the
15 person(s) identified in Section 8.2 to receive notices for Settling Defendant, and must be served
16 within sixty (60) days of the later of the date the Covered Product at issue was purchased or
17 otherwise acquired by CEH or the date that CEH can reasonably determine that the Covered
18 Product at issue was manufactured, shipped, sold, or offered for sale by Settling Defendant,
19 provided, however, that CEH may have up to an additional sixty (60) days to send the Notice of
20 Violation if, notwithstanding CEH’s good faith efforts, the test data required by Section 4.2.2.2
21 below cannot be obtained by CEH from its laboratory before expiration of the initial sixty (60)
22 day period.

23 **4.2.2.2** The Notice of Violation shall, at a minimum, set forth: (a) the date the
24 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 Products.

3 4.2.3 Notice of Election of Response. No more than sixty (60) 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 sixty (60) days of effectuation of
7 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.
8 Upon notice to CEH, Settling Defendant may have up to an additional sixty (60) days to elect if,
9 notwithstanding Settling Defendant’s good faith efforts, Settling Defendant is unable to verify the
10 test data provided by CEH before expiration of the initial sixty (60) day period.

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

17 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
18 Defendant shall meet and confer to attempt to resolve their dispute. Within sixty (60) days of
19 serving a Notice of Election contesting a Notice of Violation, Settling Defendant may withdraw
20 the original Notice of Election contesting the violation and serve a new Notice of Election to not
21 contest the violation, provided, however, that, in this circumstance, Settling Defendant shall pay
22 \$2,500 in addition to any payment required under this Consent Judgment. At any time, CEH may
23 withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the result shall be
24 as if CEH never issued any such Notice of Violation. If no informal resolution of a Notice of
25 Violation results within thirty (30) days of a Notice of Election to contest, CEH may file an
26 enforcement motion or application pursuant to Section 4.1 regarding any alleged violation of
27 Section 3.1. In any such proceeding, CEH may seek whatever fines, costs, penalties, attorneys’
28

1 fees or other remedies are provided by law for an alleged failure to comply with the Consent
2 Judgment.

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

6 4.2.5.1 Settling Defendant shall include in its Notice of Election a detailed
7 description with supporting documentation of the corrective action(s) that it has undertaken or
8 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,
9 provide reasonable assurance that all Covered Products having the same lot number as that of the
10 Covered Product identified in CEH's Notice of Violation (the "Noticed Covered Products") will
11 not be thereafter sold or offered for sale to California consumers, that the Noticed Covered
12 Products are removed from the California market, and that Settling Defendant has sent
13 instructions to any retailers or customers that offer the Noticed Covered Products for sale to cease
14 offering the Noticed Covered Products for sale to California consumers and to either return all
15 such Noticed Covered Products to Settling Defendant for destruction, or to directly destroy such
16 Noticed Covered Products. Settling Defendant shall keep and make available to CEH for
17 inspection and copying records any correspondence regarding the market withdrawal and
18 destruction of the Noticed Covered Products. If there is a dispute over the corrective action,
19 Settling Defendant and CEH shall meet and confer before seeking any remedy in court. In no
20 case shall CEH issue more than one Notice of Violation per manufacturing lot of a type of
21 Covered Product.

22 4.2.5.2 If the Notice of Violation is the first, second, third or fourth Notice of
23 Violation received by Settling Defendant under Section 4.2.1 that was not successfully contested
24 or withdrawn, then Settling Defendant shall pay \$15,000 for each Notice of Violation. If Settling
25 Defendant has received more than four (4) Notices of Violation under Section 4.2.2 that were not
26 successfully contested or withdrawn, then Settling Defendant shall pay \$25,000 for each Notice
27 of Violation. If Settling Defendant produces with its Notice of Election test data for the Covered
28

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

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

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

20 **5. PAYMENTS**

21 5.1 **Payments by Settling Defendant.** Within ten (10) calendar days of the Effective
22 Date, Settling Defendant shall pay the total sum of \$75,000 as a settlement payment as further set
23 forth in this Section.

24 5.2 **Allocation of Payments.** The total settlement amount for Settling Defendant shall
25 be paid in five (5) separate checks in the amounts specified below and delivered as set forth
26 below. Any failure by Settling Defendant to comply with the payment terms herein shall be
27 subject to a stipulated late fee to be paid by Settling Defendant in the amount of \$100 for each
28

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

6 5.2.1 \$10,000 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
7 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
8 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
9 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty
10 payment for \$7,500 shall be made payable to OEHHA and associated with taxpayer identification
11 number 68-0284486. This payment shall be delivered as follows:

12 For United States Postal Service Delivery:

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

18 For Non-United States Postal Service Delivery:

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

24 The CEH portion of the civil penalty payment for \$2,500 shall be made
25 payable to the Center For Environmental Health and associated with taxpayer identification
26 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
27 Street, San Francisco, CA 94117.

28 5.2.2 \$7,500 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

1 following purposes: the funds will be placed in CEH's Toxics in Food Fund and used to support
2 CEH programs and activities that seek to educate the public about acrylamide and other toxic
3 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
4 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
5 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
6 obtain and maintain adequate records to document that ASPs are spent on these activities and
7 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
8 request from the Attorney General. The payment pursuant to this Section shall be made payable
9 to the Center for Environmental Health and associated with taxpayer identification number 94-
10 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
11 Francisco, CA 9411.

12 5.2.3 \$57,500 as a reimbursement of a portion of CEH's reasonable attorneys'
13 fees and costs. The attorneys' fees and cost reimbursement shall be made in two separate checks
14 as follows: (a) \$48,665 payable to the Lexington Law Group and associated with taxpayer
15 identification number 94-3317175; and (b) \$8,835 payable to the Center For Environmental
16 Health and associated with taxpayer identification number 94-3251981. These payments shall be
17 delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA 94117.

18 **6. MODIFICATION AND DISPUTE RESOLUTION**

19 6.1 **Modification.** This Consent Judgment may be modified from time to time by
20 express written agreement of the Parties, with the approval of the Court and prior notice to the
21 Attorney General's Office, or by an order of this Court upon motion and prior notice to the
22 Attorney General's Office and in accordance with law.

23 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
24 shall attempt in good faith to meet and confer with the other party prior to filing a motion to
25 modify the Consent Judgment.
26
27
28

1 **7. CLAIMS COVERED AND RELEASE**

2 7.1 Provided that Settling Defendant complies in full with its obligations under
3 Section 5 hereof, this Consent Judgment is a full, final and binding resolution between CEH,
4 acting on behalf of itself, and in the public interest, and Settling Defendant and its parents,
5 subsidiaries, affiliated entities that are under common ownership, directors, officers, employees,
6 agents, shareholders, successors, assigns, and attorneys (“Defendant Releasees”), and all entities
7 to which Settling Defendant directly or indirectly distributes or sells Covered Products, including
8 but not limited to distributors, wholesalers, customers, retailers (including but not limited to Save
9 Mart Supermarkets), franchisees, licensors and licensees (“Downstream Defendant Releasees”),
10 of any violation of Proposition 65 based on failure to warn about alleged exposure to acrylamide
11 contained in Covered Products that were sold, distributed or offered for sale by Settling
12 Defendant prior to the Effective Date. With respect to any claims regarding failure to warn about
13 alleged exposure to acrylamide contained in Covered Products that were sold, distributed or
14 offered for sale by Settling Defendant prior to the Effective Date, this release on behalf of CEH in
15 the public interest is intended to be as broad as the law permits.

16 7.2 Provided that Settling Defendant complies in full with its obligations under
17 Section 5 hereof, CEH, for itself, its agents, successors and assigns, releases, waives, and forever
18 discharges any and all claims against Settling Defendant, Defendant Releasees, and Downstream
19 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or
20 common law claims that have been or could have been asserted by CEH individually or in the
21 public interest regarding the failure to warn about exposure to acrylamide arising in connection
22 with Covered Products manufactured, distributed or sold by Settling Defendant prior to the
23 Effective Date.

24 7.3 Provided that Settling Defendant complies in full with its obligations under
25 Section 5 hereof, compliance with the terms of this Consent Judgment shall constitute compliance
26 with Proposition 65 by Settling Defendant, Defendant Releasees and Downstream Defendant
27 Releasees, with respect to any alleged exposure to or failure to warn about acrylamide in Covered
28

1 Products that are manufactured, distributed or sold by Settling Defendant after the Effective Date.

2 7.4 Provided that Settling Defendant complies in full with its obligations under
3 Section 5 hereof, entry of this Consent Judgment will resolve all claims alleged against FGF and
4 Save Mart in the Complaint related to the Covered Products. In the event CEH and Save Mart
5 have not resolved Plaintiff's allegations against Save Mart in the Complaint with respect to non-
6 Covered Products, CEH will make clear on the record that CEH is no longer pursuing claims
7 against Save Mart regarding Covered Products. For the sake of clarity, no obligations in this
8 Consent Judgment shall apply to Save Mart.

9 **8. PROVISION OF NOTICE**

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

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

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

19 Diana Torres
20 Kirkland & Ellis LLP
21 333 South Hope Street
22 Los Angeles, CA 90071
23 Diana.torres@kirkland.com

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

26 **9. COURT APPROVAL**

27 9.1 This Consent Judgment shall become effective upon the date signed by CEH and
28 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

1 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
2 purpose.

3 **10. GOVERNING LAW AND CONSTRUCTION**

4 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
5 California.

6 **11. ATTORNEYS' FEES**

7 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
8 Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs.

9 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of
10 sanctions pursuant to law.

11 **12. ENTIRE AGREEMENT**

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

26 **13. RETENTION OF JURISDICTION**

27 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
28

1 Consent Judgment.

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

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

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

7 15.1 Subject to the Releases set forth in Section 7 above, nothing in this Consent
8 Judgment shall preclude CEH from resolving any claim against any other entity on terms that are
9 different than those contained in this Consent Judgment.

10 **16. REPRESENTATION BY COUNSEL**

11 16.1 Each Party acknowledged that it was represented and advised by counsel in this
12 matter and has been provided an adequate opportunity to review this Consent Judgment before
13 signing it. Each Party understands that the facts with respect to which this Consent Judgment are
14 agreed to may hereafter prove to be different from the facts now known or believed by it, and
15 each Party hereby accepts and assumes the risk thereof and agrees that this Consent Judgment
16 shall be and shall remain, in all respects, effective and not subject to termination or rescission by
17 reason of any such difference in facts.

18 **17. EXECUTION IN COUNTERPARTS**

19 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by
20 means of facsimile or portable document format (pdf), which taken together shall be deemed to
21 constitute one document.

22

23

24

25

26

27


28

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

Dated: _____
Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO STIPULATED:

Dated: <u>21 July</u> , 2017	CENTER FOR ENVIRONMENTAL HEALTH  _____ Signature <u>Connie Pizarro</u> _____ Printed Name <u>Associate Director</u> _____ Title
Dated: _____, 2017	FGF BRANDS, INC. _____ Signature _____ Printed Name _____ Title

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO STIPULATED:


Dated: _____, 2017	CENTER FOR ENVIRONMENTAL HEALTH _____ Signature _____ Printed Name _____ Title
Dated: <u>July 25th</u> , 2017	EGF BRANDS, INC.  _____ Signature <u>TEJUS AJMERA</u> _____ Printed Name <u>Co - CEO</u> _____ Title

EXHIBIT A

COVERED PRODUCTS

Naan Crisps Original Flavor

Naan Crisps Tandoori Spice Flavor

Naan Crisps Garlic Parmesan Flavor

Naan Crisps Everything Flavor

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28