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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,	)	<b>[PROPOSED] CONSENT</b>
	)	<b>JUDGMENT AS TO KSF</b>
v.	)	<b>ACQUISITION CORP.</b>
	)	
GOYA FOODS, INC., <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	
	)	
	)	

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**1. DEFINITIONS**

- 1.1 The “Complaint” means the operative First Amended 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). 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.
- 1.4 “Extruded Products” means all Covered Products other than Sliced Chips. It is the Parties’ intent that the Extruded Products referenced in this Consent Judgment are the kind of

1 products falling within Type 4 in the “extruded, pellet, and baked products” category in the  
2 Consent Judgment as to Defendant Snak King Corporation, entered August 31, 2011, in *People v.*  
3 *Snyder’s of Hanover, et al.*, Alameda County Superior Court Case No. RG 09-455286.<sup>1</sup>

4 1.5 “Effective Date” means the date on which notice of entry of this Consent  
5 Judgment by the Court is served upon Settling Defendant.

## 6 **2. INTRODUCTION**

7 2.1 The Parties to this Consent Judgment are the Center for Environmental Health, a  
8 California non-profit corporation (“CEH”) and KSF Acquisition Corp. (“Settling Defendant”), on  
9 the other hand. CEH and Settling Defendant (the “Parties”) enter into this Consent Judgment to  
10 settle certain claims asserted by CEH against Settling Defendant as set forth in the Complaint.

11 2.2 On or about March 20, 2017, 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 in California to acrylamide contained in Covered Products without first  
16 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 at times relevant to the Complaint.

20 2.4 On August 3, 2017, CEH filed the original complaint in the above-captioned  
21 matter, naming Settling Defendant as an original defendant. On August 17, 2017, CEH filed the  
22 operative Complaint.

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

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

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

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

### 13 **3. INJUNCTIVE RELIEF**

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

#### 21 3.1.1 For Sliced Chips:

22 3.1.1.1 The average acrylamide concentration shall not exceed 281  
23 parts per billion (“ppb”) by weight (the “Sliced Chips Average Level”). The Sliced Chips  
24 Average Level is determined by randomly selecting and testing at least 1 sample each from 5  
25 different lots of a particular type of Covered Product that is a Sliced Chip (or the maximum  
26 number of lots available for testing if less than 5) during a testing period of at least 60 days.  
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3.1.1.2 The acrylamide concentration of any individual unit of Sliced Chips shall not exceed 350 ppb by weight, based on a representative composite sample taken from the individual unit being tested (the “Sliced Chips Unit Level”).

3.1.2 For Extruded Products:

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

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

#### **4. ENFORCEMENT**

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

#### **4.2 Enforcement of Reformulation Commitment.**

4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product in California that was sold or offered for sale by Settling Defendant with a best-by or sell-by (or equivalent) date more than 6 months after the Compliance Date, and for which CEH has laboratory test results showing that the Covered Product exceeds the applicable Unit Level, CEH may issue a Notice of Violation pursuant to this Section.

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

4.2.2.1 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

1 of the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH  
2 or the date that CEH can reasonably determine that the Covered Product at issue was  
3 manufactured, shipped, sold, or offered for sale by Settling Defendant, provided, however, that  
4 CEH may have up to an additional sixty (60) days to send the Notice of Violation if,  
5 notwithstanding CEH's good faith efforts, the test data required by Section 4.2.2.2 below cannot  
6 be obtained by CEH from its laboratory before expiration of the initial sixty (60) day period.

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

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

23 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall  
24 include all documents upon which Settling Defendant is relying to contest the alleged violation,  
25 including all available test data. If Settling Defendant or CEH later acquires additional test or  
26 other data regarding the alleged violation during the meet and confer period described in Section  
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1 4.2.4, it shall notify the other Party and promptly provide all such data or information to the Party  
2 unless either the Notice of Violation or Notice of Election has been withdrawn.

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

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

18 4.2.5.1 Settling Defendant shall include in its Notice of Election a  
19 detailed description with supporting documentation of the corrective action(s) that it has  
20 undertaken or proposes to undertake to address the alleged violation. Any such correction shall,  
21 at a minimum, provide reasonable assurance that all Covered Products having the same lot  
22 number as that of the Covered Product identified in CEH's Notice of Violation (the "Noticed  
23 Covered Products") will not be thereafter sold in California or offered for sale to California  
24 customers by Settling Defendant, and that Settling Defendant has sent instructions to any retailers  
25 or customers that offer the Noticed Covered Products for sale to cease offering the Noticed  
26 Covered Products for sale to California consumers and to return all such Noticed Covered  
27 Products to Settling Defendant. Settling Defendant shall keep for a period of one year and make  
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1 available to CEH upon reasonable notice (which shall not exceed more than one request per year)  
2 for inspection and copying records of any correspondence regarding the foregoing. If there is a  
3 dispute over the corrective action, Settling Defendant and CEH shall meet and confer before  
4 seeking any remedy in court. In no case shall CEH issue more than one Notice of Violation per  
5 manufacturing lot of a type of Covered Product, nor shall CEH issue more than two Notices of  
6 Violation in the first year following the Compliance Date.

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

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

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

6 **5. PAYMENTS**

7 **5.1 Payments by Settling Defendant.** Within ten (10) calendar days of the Effective  
8 Date, Settling Defendant shall pay the total sum of \$75,000 as a settlement payment as further set  
9 forth in this Section.

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

19 **5.2.1** \$12,935 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).  
20 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §  
21 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health  
22 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty  
23 payment for \$9,701.25 shall be made payable to OEHHA and associated with taxpayer  
24 identification number 68-0284486. This payment shall be delivered as follows:

25 For United States Postal Service Delivery:

26 Attn: Mike Gyurics  
27 Fiscal Operations Branch Chief  
28 Office of Environmental Health Hazard Assessment  
P.O. Box 4010, MS #19B



1 Sacramento, CA 95812-4010

2 For Non-United States Postal Service Delivery:

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

8 The CEH portion of the civil penalty payment for \$3,233.75 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 94117.

12 5.2.2 \$9,695 as an Additional Settlement Payment (“ASP”) to CEH pursuant to  
13 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH  
14 intends to restrict use of the ASPs received from this Consent Judgment to the following  
15 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH  
16 programs and activities that seek to educate the public about acrylamide and other toxic  
17 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to  
18 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and  
19 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall  
20 obtain and maintain adequate records to document that ASPs are spent on these activities and  
21 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any  
22 request from the Attorney General. The payment pursuant to this Section shall be made payable  
23 to the Center for Environmental Health and associated with taxpayer identification number 94-  
24 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San  
25 Francisco, CA 94117.

26 5.2.3 \$52,370 as a reimbursement of a portion of CEH’s reasonable attorneys’  
27 fees and costs. The attorneys’ fees and cost reimbursement shall be made payable to the  
28 Lexington Law Group and associated with taxpayer identification number 94-3317175. This

1 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA  
2 94117.

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

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

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

11 6.3 **Change in Proposition 65.** If Proposition 65 or its implementing regulations  
12 (including but not limited to the "safe harbor no significant risk level" for acrylamide set forth at  
13 Cal. Code Regs., tit. 27, section 25705, subdivision (c)(2) or any "alternative risk level" adopted  
14 by regulation or court decision) are changed from their terms as they exist on the date of entry of  
15 this Consent Judgment in a manner that impacts the Reformulation Levels, or if OEHHA takes  
16 some other final regulatory action for products similar to the Covered Products in a manner that  
17 impacts the Reformulation Levels or determines that warnings for acrylamide are not required for  
18 such products, then Settling Defendant may seek to modify this Consent Judgment to modify the  
19 Reformulation Levels. The Parties recognize that the Reformulation Levels are based on a  
20 compromise of a number of issues, and that a change to the "safe harbor no significant risk level"  
21 for acrylamide would not necessarily entitle a Party to a modification of the terms of this Consent  
22 Judgment corresponding to a linear relationship with such a change.

### 23 **7. CLAIMS COVERED AND RELEASE**

24 7.1 Provided that Settling Defendant complies in full with its obligations under  
25 Section 5 hereof, this Consent Judgment is a full, final and binding resolution between CEH on  
26 behalf of itself and the public interest and Settling Defendant and its parents, subsidiaries,  
27 affiliated entities that are under common ownership, directors, officers, employees, agents,  
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1 shareholders, successors, assigns, and attorneys (“Defendant Releasees”), and all entities to which  
2 Settling Defendant directly or indirectly distribute or sell Covered Products, including but not  
3 limited to distributors, wholesalers, customers, retailers (including but not limited to 99 Cents  
4 Only Stores LLC), franchisees, licensors, and licensees (“Downstream Defendant Releasees”), of  
5 any violation of Proposition 65 based on failure to warn about alleged exposure to acrylamide  
6 contained in Covered Products that were sold, distributed, or offered for sale by Settling  
7 Defendant prior to the Compliance Date.

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

16         7.3     Provided that Settling Defendant complies in full with its obligations under  
17 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant shall  
18 constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees and  
19 Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in  
20 Covered Products manufactured, distributed, or sold by Settling Defendant after the Compliance  
21 Date.

## 22     **8.     PROVISION OF NOTICE**

23         8.1     When CEH is entitled to receive any notice under this Consent Judgment, the  
24 notice shall be sent by first class and electronic mail to:  
25  
26  
27  
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Howard Hirsch  
Lexington Law Group  
503 Divisadero Street  
San Francisco, CA 94117  
hhirsch@lexlawgroup.com

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

Anthony Cortez  
Greenberg Traurig, LLP  
1201 K Street, Suite 1100  
Sacramento, CA 95814  
cortezan@gtlaw.com

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

## **9. COURT APPROVAL**

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

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

## **10. GOVERNING LAW AND CONSTRUCTION**

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

## **11. ATTORNEYS' FEES**

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

11.2 Nothing in this Section 11 shall preclude a party from seeking an award of

1 sanctions pursuant to law.

2 **12. ENTIRE AGREEMENT**

3 12.1 This Consent Judgment contains the sole and entire agreement and understanding  
4 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,  
5 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein  
6 and therein. There are no warranties, representations, or other agreements between the Parties  
7 except as expressly set forth herein. No representations, oral or otherwise, express or implied,  
8 other than those specifically referred to in this Consent Judgment have been made by any Party  
9 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,  
10 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically  
11 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the  
12 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,  
13 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in  
14 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent  
15 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof  
16 whether or not similar, nor shall such waiver constitute a continuing waiver.

17 **13. RETENTION OF JURISDICTION**

18 13.1 This Court shall retain jurisdiction of this matter to implement or modify the  
19 Consent Judgment.

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

21 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized  
22 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and  
23 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

25 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim  
26 against any other entity on terms that are different from those contained in this Consent  
27 Judgment.

1     **16.     EXECUTION IN COUNTERPARTS**

2             16.1     The stipulations to this Consent Judgment may be executed in counterparts and by  
3     means of facsimile or portable document format (pdf), which taken together shall be deemed to  
4     constitute one document.

5  
6     **IT IS SO ORDERED, ADJUDGED, AND**  
7     **DECREED.**


8  
9  
10    Dated: \_\_\_\_\_


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

11  
12  
13    **IT IS SO STIPULATED:**

14    Dated: 11 Oct, 2018

**CENTER FOR ENVIRONMENTAL HEALTH**

15  
16                       
17                     \_\_\_\_\_  
Signature

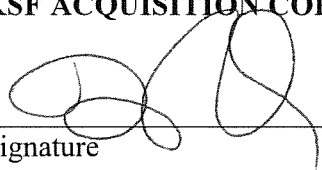
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Dated: 10/5, 2018

**KSF ACQUISITION CORP.**

  
\_\_\_\_\_  
Signature

Doug Reader  
\_\_\_\_\_  
Printed Name

COO/CFO  
\_\_\_\_\_  
Title

## **EXHIBIT A – Covered Products**

### **Extruded Products:**

SF SB Adv BBQ Crisps 4 5 pk

- SF ADV SNK MINI CRISP MESQ BB
- SLIMFAST MESQUITE BBQ POP CRI
- SLMFST ADV POP CRSP BBQ
- SLIM FAST BKD CRISPS BBQ 5PK
- SF CRISPS MESQUITE BBQ
- SLIMFAST CRISPS MSQTE BBQ BA
- SLMFST ADV MESQ BBQ POPPE
- SFT SLF POP CSP MQBBQ 4-5-28
- SLIMFAST POP CRISPS MESQ BBQ
- S/F ADV CRSPS MSQ BBQ 5PK

SF Adv Chips 14ct WIP

- SFT SLF POP CRSPS MQBBQ 2-5-2

SF SB Adv SC&O Crisps 4 5 pk

- SF ADV SNK MINI CRSP SR CRM O
- SLMFST ADV SOUR CRM POP C
- SLIMFAST SOUR CRM ONION POP C
- SLIMFAST CRISPS SR CRM ON BA
- SFT SLF POP CSP SC&O 4-5-28 G
- SF ADV CRSPS SR CR80202
- S/F ADV CRSPS SR CRM 5PK
- SF SCO POP CRISPS 5CT

SF Adv BBQ Chip Individ.

SF Adv SC&Onion Bkd Chips 24ct

SF BBQ BAKED CRISPS PDQ

- CDU SF BBQ BAKE CRISPS

SF Adv Crisps Variety 14ct PAL

SF Adv BBQ Bkd Chip 2/5ct

- SFT SLF POP CRSPS MQBBQ 2-5-2

SF SB Adv SC&O Crisps 5/4pk CA

SF SB Adv BBQ Crisps 4 5 pk CA