

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,)
Plaintiff,)
v.)
ENJOY LIFE NATURAL BRANDS, LLC, et)
al.,)
Defendants.)

Case No. RG 17- 872866
**[PROPOSED] CONSENT JUDGMENT
AS TO THE KROGER CO.**

1. DEFINITIONS

- 1.1 The “Complaint” means the operative Second Amended Complaint in the above-captioned matter.
- 1.2 “Covered Products” means ginger snap cookies sold under the “Kroger” brand name.
- 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, a
3 California non-profit corporation (“CEH”), and The Kroger Co. (“Settling Defendant”). CEH
4 and Settling Defendant (the “Parties”) enter into this Consent Judgment to settle certain claims
5 asserted by CEH against Settling Defendant as set forth in the Complaint.

6 2.2 On or about April 24, 2017, CEH provided a 60-day Notice of Violation of
7 Proposition 65 to the California Attorney General, the District Attorneys of every county in
8 California, 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 in California to acrylamide contained in Covered Products without first providing a clear
11 and reasonable Proposition 65 warning (the “Notice”).

12 2.3 Settling Defendant is a corporation or other business entity that manufactures,
13 distributes, sells, or offers for sale Covered Products that are sold in the State of California or has
14 done so at times relevant to the Complaint.

15 2.4 On August 24, 2017, CEH filed the original complaint in the above-captioned
16 matter, naming Settling Defendant as a defendant. On October 18, 2017, CEH filed the First
17 Amended Complaint, followed by the operative Complaint on June 8, 2021.

18 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court
19 has jurisdiction over the allegations of violations contained in the Complaint and personal
20 jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper
21 in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Consent
22 Judgment as a full and final resolution of all claims which were or could have been raised in the
23 Complaint based on the facts alleged therein and in the Notice with respect to Covered Products
24 manufactured, distributed, and/or sold by Settling Defendant.

25 2.6 Nothing in this Consent Judgment is or shall be construed as an admission against
26 interest by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall
27 compliance with the Consent Judgment constitute or be construed as an admission against interest

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

6 **3. INJUNCTIVE RELIEF**

7 **3.1 Reformulation of Covered Products.** Commencing on the Effective Date,
8 Settling Defendant shall not purchase, manufacture, ship, sell, or offer for sale Covered Products
9 that will be sold or offered for sale in California that exceed the following acrylamide
10 concentration limits (the “Reformulation Levels”), such concentration to be determined by use of
11 a test performed by an accredited laboratory using either GC/MS (Gas Chromatograph/Mass
12 Spectrometry), LC-MS/MS (Liquid Chromatograph-Mass Spectrometry), or any other testing
13 method agreed upon by the Parties:

14 **3.1.1** The average acrylamide concentration shall not exceed 281 parts per
15 billion (“ppb”) by weight (the “Average Level”). The Average Level is determined by randomly
16 selecting and testing at least 1 sample each from 5 different lots of Covered Products (or the
17 maximum number of lots available for testing if less than 5) during a testing period of at least 60
18 days.

19 **3.1.2** The acrylamide concentration of any individual unit of Covered Products
20 shall not exceed 300 ppb by weight (the “Unit Level”), based on a representative composite
21 sample taken from the individual unit being tested.

22 **4. ENFORCEMENT**

23 **4.1 General Enforcement Provisions.** CEH may, by motion or application for an
24 order to show cause before this Court, enforce the terms and conditions contained in this Consent
25 Judgment. This Consent Judgment may only be enforced by the Parties. Any action to enforce
26 alleged violations of Section 3.1 by Settling Defendant shall be brought exclusively pursuant to
27 this Section 4, and be subject to the meet and confer requirement of Section 4.2.4 if applicable.

28

1 **4.2 Enforcement of Reformulation Commitment.**

2 4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product
3 in California that was sold or offered for sale by Settling Defendant with a best-by or sell-by (or
4 equivalent) date or other code that reflects that the Covered Product was manufactured on or after
5 the Effective Date, and for which CEH has laboratory test results showing that the Covered
6 Product exceeds the Unit Level, CEH may issue a Notice of Violation pursuant to this Section.

7 4.2.2 Service of Notice of Violation and Supporting Documentation.

8 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in
9 Section 8.2 to receive notices for Settling Defendant, and must be served within thirty (30) days
10 of the later of the date the Covered Product at issue was purchased or otherwise acquired by
11 CEH, provided, however, that CEH may have up to an additional thirty (30) days to send the
12 Notice of Violation if, notwithstanding CEH’s good faith efforts, the test data required by Section
13 4.2.2.2 below cannot be obtained by CEH from its laboratory before expiration of the initial thirty
14 (30) day period.

15 4.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date
16 the Covered Product was purchased; (b) the location at which the Covered Product was
17 purchased; (c) a description of the Covered Product giving rise to the alleged violation, including
18 the name and address of the retail entity from which the sample was obtained and pictures of the
19 product packaging from all sides, which identifies the product lot; and (d) all test data obtained
20 by CEH regarding the Covered Product and supporting documentation sufficient for validation of
21 the test results, including any laboratory reports, quality assurance reports, and quality control
22 reports associated with testing of the Covered Product.

23 4.2.3 Notice of Election of Response. No more than thirty (30) days after
24 effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to
25 CEH whether it elects to contest the allegations contained in a Notice of Violation (“Notice of
26 Election”). Failure to provide a Notice of Election within thirty (30) days of effectuation of
27 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.

28

1 Upon notice to CEH, Settling Defendant may have up to an additional thirty (30) days to elect if,
2 notwithstanding Settling Defendant's good faith efforts, Settling Defendant is unable to verify the
3 test data provided by CEH before expiration of the initial thirty (30) day period.

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

11 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
12 Defendant shall meet and confer to attempt to resolve their dispute. Within fifteen (15) days of
13 serving a Notice of Election contesting a Notice of Violation, Settling Defendant may withdraw
14 the original Notice of Election contesting the violation and serve a new Notice of Election to not
15 contest the violation, provided, however, that, in this circumstance, Settling Defendant shall pay
16 \$2,500 in addition to any other payment required under this Consent Judgment. At any time,
17 CEH may withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the
18 result shall be as if CEH never issued any such Notice of Violation. If no informal resolution of a
19 Notice of Violation results within fifteen (15) days of a Notice of Election to contest, CEH may
20 file an enforcement motion or application pursuant to Section 4.1. The parties may extend these
21 fifteen (15) day time periods by stipulation. In any such proceeding, CEH may seek whatever
22 fines, costs, penalties, attorneys' fees, or other remedies are provided by law for an alleged failure
23 to comply with the Consent Judgment, including but not limited to an order by the Court
24 requiring Settling Defendant to implement corrective action to remedy any violations of this
25 Consent Judgment. Nothing in this Section 4.2.4 shall impact the Court's authority in an
26 enforcement proceeding to impose appropriate remedies for any contested Notices of Violation,
27 including the provision of a clear and reasonable warning. In any enforcement proceeding

1 regarding this Consent Judgment, Settling Defendant may assert any and all defenses that are
2 available.

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 in California or offered for sale to California customers by Settling
12 Defendant. Settling Defendant shall keep for a period of one year and make available to CEH
13 upon reasonable notice (which shall not exceed more than one request per year) for inspection
14 and copying records of any correspondence regarding the foregoing. Settling Defendant will be
15 excused from the corrective action described in the foregoing (but not the monetary payments, if
16 any, required by this Section 4) if Settling Defendant produces test results or other evidence that:
17 (1) demonstrates that the acrylamide level found by CEH in the unit alleged to be in violation is
18 an aberration; and (2) otherwise provides reasonable assurance that the remainder of the Noticed
19 Covered Products, aside from the unit alleged in violation, comply with the Reformulation
20 Levels. If there is a dispute over the corrective action, Settling Defendant and CEH shall meet
21 and confer before seeking any remedy in court. In no case shall CEH issue more than one Notice
22 of Violation per manufacturing lot of a type of Covered Product, nor shall CEH issue more than
23 two Notices of Violation in the first three hundred and sixty-five (365) days following the
24 Effective Date. Nothing in Section 4.2.5 shall impact the Court's authority in an enforcement
25 proceeding to impose appropriate remedies for any contested Notices of Violation.

26 4.2.5.2 If the Notice of Violation is the first, second, or third Notice of
27 Violation received by Settling Defendant under Section 4.2.1 that was not successfully contested

28

1 or withdrawn, then Settling Defendant shall pay \$15,000 for each Notice of Violation. If Settling
2 Defendant has received more than three (3) Notices of Violation under Section 4.2.1 that were
3 not successfully contested or withdrawn, then Settling Defendant shall pay \$25,000 for each
4 Notice of Violation. If Settling Defendant produces with its Notice of Election test data for the
5 Covered Product that: (i) was conducted prior to the date CEH gave Notice of Violation; (ii) was
6 conducted on the same type of Covered Product; and (iii) demonstrates acrylamide levels below
7 the Unit Level, then any payment under this Section shall be reduced by 100 percent (100%) for
8 the first Notice of Violation, by seventy-five percent (75%) for the second Notice of Violation,
9 and by fifty percent (50%) for any subsequent Notice of Violation. In no case shall Settling
10 Defendant be obligated to pay more than \$100,000 for all Notices of Violation not successfully
11 contested or withdrawn in any calendar year irrespective of the total number of Notices of
12 Violation issued. If the Noticed Covered Product was manufactured distributed or sold by
13 another entity that has entered into a Consent Judgment with CEH for acrylamide in ginger snap
14 cookies, only one required contribution may be assessed against all settling defendants as to the
15 Noticed Covered Product.

16 4.2.6 Payments. Any payments under Section 4.2 shall be made by check
17 payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a
18 Notice of Election triggering a payment and shall be used as reimbursement for costs for
19 investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse
20 attorneys’ fees and costs incurred in connection with these activities.

21 4.3 **Repeat Violations.** If Settling Defendant has received three (3) or more Notices
22 of Violation concerning the same type of Covered Product that were not successfully contested or
23 withdrawn in any two (2) year period then, at CEH’s option, CEH may seek whatever fines,
24 costs, penalties, attorneys’ fees, or other remedies that are provided by law for failure to comply
25 with the Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling
26 Defendant for at least thirty (30) days to determine if Settling Defendant and CEH can agree on
27 measures that Settling Defendant can undertake to prevent future alleged violations.

1 **5. PAYMENTS**

2 5.1 **Payments by Settling Defendants.** Within ten (10) calendar days of the Effective
3 Date, Settling Defendant shall pay the total sum of \$50,000 as a settlement payment as further set
4 forth in this Section.

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

14 5.2.1 \$6,570 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
15 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
16 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
17 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty
18 payment for \$4,927.50 shall be made payable to OEHHA and associated with taxpayer
19 identification number 68-0284486. This payment shall be delivered as follows:

20 For United States Postal Service Delivery:

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

26 For Non-United States Postal Service Delivery:

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

1 The CEH portion of the civil penalty payment for \$1,642.50 shall be made
2 payable to the Center for Environmental Health and associated with taxpayer identification
3 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
4 Street, San Francisco, CA 94117.

5 5.2.2 \$4,925 as an Additional Settlement Payment (“ASP”) to CEH pursuant to
6 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
7 intends to restrict use of the ASPs received from this Consent Judgment to the following
8 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH
9 programs and activities that seek to educate the public about acrylamide and other toxic
10 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
11 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
12 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
13 obtain and maintain adequate records to document that ASPs are spent on these activities and
14 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
15 request from the Attorney General. The payment pursuant to this Section shall be made payable
16 to the Center for Environmental Health and associated with taxpayer identification number 94-
17 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
18 Francisco, CA 94117.

19 5.2.3 \$38,505 as a reimbursement of a portion of CEH’s reasonable attorneys’
20 fees and costs (including but not limited to expert and investigative costs). The attorneys’ fees
21 and cost reimbursement shall be made in two separate checks as follows: (a) \$32,670 payable to
22 the Lexington Law Group and associated with taxpayer identification number 94-3317175; and
23 (b) \$5,835 payable to the Center for Environmental Health and associated with taxpayer
24 identification number 94-3251981. These payments shall be delivered to Lexington Law Group,
25 503 Divisadero Street, San Francisco, CA 94117.

26 **6. MODIFICATION AND DISPUTE RESOLUTION**

27 6.1 **Modification.** This Consent Judgment may be modified from time to time by
28

1 express written agreement of the Parties, with the approval of the Court, or by an order of this
2 Court upon motion and in accordance with law.

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

6 6.3 **Change in Law or Regulation.** In the event there is a change in law or regulation
7 regarding Proposition 65 which impacts the Reformulation Levels, including any change related
8 to the safe harbor no significant risk level for acrylamide, the Parties agree to meet and confer in
9 good faith on whether a modification of this Consent Judgment is warranted in order to make it
10 consistent with such change in law or regulation. The Parties recognize that the Reformulation
11 Levels are based on a compromise of a number of issues, and that a change to the “safe harbor no
12 significant risk level” for acrylamide would not necessarily entitle Settling Defendant to a
13 modification of the terms of this Consent Judgment corresponding in a linear relationship with
14 such a change.

15 **7. CLAIMS COVERED AND RELEASE**

16 7.1 Provided that Settling Defendant complies in full with its obligations under
17 Section 5 hereof, this Consent Judgment is a full, final and binding resolution between CEH on
18 behalf of itself and the public interest and Settling Defendant and its parents, subsidiaries,
19 affiliated entities that are under common ownership, directors, officers, employees, agents,
20 shareholders, successors, assigns, and attorneys (“Defendant Releasees”), and all entities to
21 which Settling Defendant directly or indirectly distributes or sells Covered Products, including
22 but not limited to distributors, wholesalers, customers, retailers, franchisees, licensors, and
23 licensees (“Downstream Defendant Releasees”), of any violation of Proposition 65 based on
24 failure to warn about alleged exposure to acrylamide contained in Covered Products that were
25 sold, distributed, or offered for sale by Settling Defendant prior to the Effective Date.

26 7.2 Provided that Settling Defendant complies in full with its obligations under
27 Section 5 hereof, CEH, for itself, its agents, successors and assigns, releases, waives, and forever

28

1 discharges any and all claims against Settling Defendant, Defendant Releasees, and Downstream
2 Defendant Releasees arising from any violation of Proposition 65 or any other statutory or
3 common law claims that have been or could have been asserted by CEH individually or in the
4 public interest regarding the failure to warn about exposure to acrylamide arising in connection
5 with Covered Products manufactured, distributed or sold by Settling Defendant prior to the
6 Effective Date.

7 7.3 Provided that Settling Defendant complies in full with its obligations under
8 Section 5 hereof, compliance with the terms of this Consent Judgment by Settling Defendant
9 shall constitute compliance with Proposition 65 by Settling Defendant, Defendant Releasees, and
10 Downstream Defendant Releasees with respect to any alleged failure to warn about acrylamide in
11 Covered Products manufactured, distributed, or sold by Settling Defendant after the Effective
12 Date.

13 **8. PROVISION OF NOTICE**

14 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
15 notice shall be sent by first class and electronic mail to:

16 Howard Hirsch
17 Lexington Law Group
18 503 Divisadero Street
19 San Francisco, CA 94117
20 hhirsch@lexlawgroup.com

21 8.2 When Settling Defendant is entitled to receive any notice under this Consent
22 Judgment, the notice shall be sent by first class and electronic mail to:

23 Gregory O'Hara
24 Lauren Michals
25 Nixon Peabody LLP
26 One Embarcadero Center, 32nd Floor
27 San Francisco, CA 94111-3600
28 lmichals@nixonpeabody.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.

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 entry of this
5 Consent Judgment by the Court.

6 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
7 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
8 purpose other than to allow the Court to determine if there was a material breach of Section 9.1.

9 **10. GOVERNING LAW AND CONSTRUCTION**

10 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
11 California.

12 **11. ATTORNEYS' FEES**

13 11.1 Should CEH prevail on any motion, application for an order to show cause, or
14 other proceeding to enforce a violation of this Consent Judgment, CEH shall be entitled to its
15 reasonable attorneys' fees and costs incurred as a result of such motion or application. Should
16 Settling Defendant prevail on any motion, application for an order to show cause, or other
17 proceeding, Settling Defendant may be awarded its reasonable attorneys' fees and costs as a
18 result of such motion or application upon a finding by the Court that CEH's prosecution of the
19 motion or application lacked substantial justification. For purposes of this Consent Judgment, the
20 term substantial justification shall carry the same meaning as used in the Civil Discovery Act of
21 1986, Code of Civil Procedure §§ 2016, *et seq.*

22 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of
23 sanctions pursuant to law.

24 **12. ENTIRE AGREEMENT**

25 12.1 This Consent Judgment contains the sole and entire agreement and understanding
26 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
27 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein

1 and therein. There are no warranties, representations, or other agreements between the Parties
2 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
3 other than those specifically referred to in this Consent Judgment have been made by any Party
4 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
5 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
6 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
7 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
8 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
9 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
10 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
11 whether or not similar, nor shall such waiver constitute a continuing waiver.

12 **13. RETENTION OF JURISDICTION**

13 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
14 Consent Judgment.

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

16 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
17 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
18 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

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

20 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
21 against an entity other than Settling Defendant on terms that are different than those contained in
22 this Consent Judgment.

23 **16. SUCCESSORS AND ASSIGNS**

24 16.1 This Consent Judgment shall apply to and be binding upon CEH and Settling
25 Defendant, and their respective divisions, subdivisions, and subsidiaries, and the successors or
26 assigns of any of them.

27
28

1 **17. EXECUTION IN COUNTERPARTS**

2 17.1 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,**
7 **AND DECREED**


8 Dated: _____
9 _____
10 Judge of the Superior Court

11

12

13 **IT IS SO STIPULATED:**

14

<p>15 Dated: <u>December 9</u>, 2021</p>	<p>CENTER FOR ENVIRONMENTAL HEALTH</p> <p></p> <p>_____ Signature</p> <p><u>Michael Green</u></p> <p>_____ Printed Name</p> <p><u>CEO</u></p> <p>_____ Title</p>
--	---

16

17

18

19

20

21

22

23

24

25

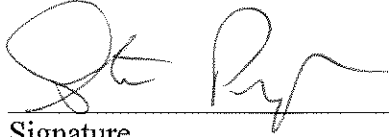
26

27

28

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

Dated: 12/2, 2021

THE KROGER CO.


Signature

Steve Prough

Printed Name

Senior Counsel

Title