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

CENTER FOR ENVIRONMENTAL HEALTH,)	Case No. RG 17- 881932
)	
Plaintiff,)	[PROPOSED] CONSENT JUDGMENT
)	AS TO DEWEY’S BAKERY, INC.
v.)	
)	
BARREL O’ FUN SNACK FOODS CO., LLC,)	
<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 all ginger flavored cookies, such as ginger snaps and ginger thins. An initial list of the Covered Products is attached hereto as Exhibit A.
- 1.3 “Effective Date” means the date on which notice of entry of this Consent Judgment by the Court is served upon Dewey’s Bakery, Inc.

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 Dewey’s Bakery, Inc. (“Dewey’s”). CEH and
4 Dewey’s (the “Parties”) enter into this Consent Judgment to settle certain claims asserted by CEH
5 against Dewey’s as set forth in the Complaint.

6 2.2 On or about July 21, 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 Dewey’s, alleging that Dewey’s violated Proposition 65 by exposing persons in California
10 to acrylamide contained in Covered Products without first providing a clear and reasonable
11 Proposition 65 warning (the “Notice”).

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

15 2.4 On November 9, 2017, CEH filed the Complaint in the above-captioned matter,
16 naming Dewey’s as a defendant. On January 18, 2018, Dewey’s filed a timely answer in
17 response to CEH’s Complaint.

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 Dewey’s as to the acts alleged in the Complaint, that venue is proper in the
21 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 Dewey’s.

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 Dewey's shall not purchase, manufacture, ship, sell, or offer for sale Covered Products that will
9 be sold or offered for sale in California that exceed the following acrylamide concentration limits
10 (the "Reformulation Levels"), such concentration to be determined by use of a test performed by
11 an accredited laboratory using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-
12 MS/MS (Liquid Chromatograph-Mass Spectrometry), or any other testing method agreed upon
13 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. Any action to enforce alleged violations of Section 3.1 by Dewey's shall be brought
26 exclusively pursuant to this Section 4, and be subject to the meet and confer requirement of
27 Section 4.2.4 if applicable.

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 Dewey's with a best-by or sell-by (or equivalent)
4 date that is more than 9 months after the Effective Date but is purchased at least 60 days before
5 that best-by or sell-by date, and for which CEH has laboratory test results showing that the
6 Covered Product exceeds the Unit Level, CEH may issue a Notice of Violation pursuant to this
7 Section.

8 4.2.2 Service of Notice of Violation and Supporting Documentation.

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

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

25 4.2.3 Notice of Election of Response. No more than thirty (30) days after
26 effectuation of service of a Notice of Violation, Dewey's shall provide written notice to CEH
27 whether it elects to contest the allegations contained in a Notice of Violation ("Notice of
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1 Election”). Failure to provide a Notice of Election within thirty (30) days of effectuation of
2 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.
3 Upon notice to CEH, Dewey’s may have up to an additional thirty (30) days to elect if,
4 notwithstanding Dewey’s’s good faith efforts, Dewey’s is unable to verify the test data provided
5 by CEH before expiration of the initial thirty (30) day period.

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

12 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and
13 Dewey’s shall meet and confer to attempt to resolve their dispute. Within fifteen (15) days of
14 serving a Notice of Election contesting a Notice of Violation, Dewey’s may withdraw the original
15 Notice of Election contesting the violation and serve a new Notice of Election to not contest the
16 violation, provided, however, that, in this circumstance, Dewey’s shall pay \$2,500 in addition to
17 any other payment required under this Consent Judgment. At any time, CEH may withdraw a
18 Notice of Violation, in which case for purposes of this Section 4.2 the result shall be as if CEH
19 never issued any such Notice of Violation. If no informal resolution of a Notice of Violation
20 results within fifteen (15) days of a Notice of Election to contest, CEH may file an enforcement
21 motion or application pursuant to Section 4.1. The parties may extend this fifteen (15) day time
22 period by stipulation. In any such proceeding, CEH may seek whatever fines, costs, penalties,
23 attorneys’ fees, or other remedies are provided by law for an alleged failure to comply with the
24 Consent Judgment, including but not limited to an order by the Court requiring Settling
25 Defendants to implement corrective action to remedy any violations of this Consent Judgment.
26 In the event CEH proves a violation of Section 3.1 in an enforcement proceeding, the Court in its
27 discretion may order that Settling Defendants cease selling any affected Covered Products in
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1 California without a clear and reasonable warning pursuant to Proposition 65. In any
2 enforcement proceeding regarding this Consent Judgment, Settling Defendants may assert any
3 and all defenses that are available.

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

7 4.2.5.1 Dewey's shall include in its Notice of Election a detailed
8 description with supporting documentation of the corrective action(s) that it has undertaken or
9 proposes to undertake to address the alleged violation. Any such correction shall, at a minimum,
10 provide reasonable assurance that all Covered Products having the same lot number as that of the
11 Covered Product identified in CEH's Notice of Violation (the "Noticed Covered Products") will
12 not be thereafter sold in California or offered for sale to California customers by Dewey's, and
13 that Dewey's has sent instructions to any retailers or customers that offer the Noticed Covered
14 Products for sale to cease offering the Noticed Covered Products for sale to California consumers
15 and to return all such Noticed Covered Products to Dewey's if Dewey's has reason to believe the
16 Noticed Covered Products are still offered for sale to California consumers. Dewey's shall keep
17 for a period of one year and make available to CEH upon reasonable notice (which shall not
18 exceed more than one request per year) for inspection and copying records of any correspondence
19 regarding the foregoing.

20 4.2.5.2 If the Notice of Violation is based on a violation of the Unit Level
21 with respect to a single Covered Product, Dewey's may be excused from the recall obligation
22 described in Section 4.2.5.1 if Dewey's produces test results and other evidence that: (1)
23 demonstrates that the acrylamide levels found by CEH in the unit alleged to be in violation is an
24 aberration; and (2) otherwise provides reasonable assurance that the remainder of the Noticed
25 Covered Products, aside from the unit alleged to be in violation, comply with the Reformulation
26 Levels. The Parties agree that this Section 4.2.5.2 is satisfied if Dewey's can demonstrate that the
27 Covered Product at issue in the Notice of Violation satisfies the Average Level. However, to
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1 avail itself of this provision, Dewey's must provide CEH with all acrylamide test data in its
2 possession, custody, or control pertaining to the Covered Product at issue in the Notice of
3 Violation that was performed within the year prior to the date of the Notice of Violation.

4 4.2.5.3 If there is a dispute over the corrective action or over whether
5 Dewey's is excused from the recall obligation, Dewey's and CEH shall meet and confer before
6 seeking any remedy in court. In no case shall CEH issue more than one Notice of Violation per
7 manufacturing lot of a Covered Product, nor shall CEH issue more than two Notices of Violation
8 in the first year following the Effective Date. Nothing in Section 4.2.5 shall impact the Court's
9 authority in an enforcement proceeding to impose appropriate remedies for any contested Notices
10 of Violation.

11 4.2.5.4 If the Notice of Violation is the first, second, or third Notice of
12 Violation received by Dewey's under Section 4.2.1 that was not successfully contested or
13 withdrawn, then Dewey's shall pay \$15,000 for each Notice of Violation. If Dewey's has
14 received more than three (3) Notices of Violation under Section 4.2.1 that were not successfully
15 contested or withdrawn, then Dewey's shall pay \$25,000 for each Notice of Violation beyond the
16 initial three (3) Notices of Violation. If Dewey's produces with its Notice of Election test data
17 for the Covered Product that: (i) was conducted prior to the date CEH gave Notice of Violation;
18 (ii) was conducted on the same Covered Product; and (iii) demonstrates acrylamide levels below
19 the Unit Level, then any payment under this Section shall be reduced by 100 percent (100%) for
20 the first Notice of Violation, by seventy-five percent (75%) for the second Notice of Violation,
21 and by fifty percent (50%) for any subsequent Notice of Violation. If Dewey's is excused from
22 corrective action under Section 4.2.5.2, then Dewey's shall pay \$2,500 for that Notice of
23 Violation. In no case shall Dewey's be obligated to pay more than \$100,000 for all Notices of
24 Violation not successfully contested or withdrawn in any calendar year irrespective of the total
25 number of Notices of Violation issued.

26 4.2.6 Payments. Any payments under Section 4.2 shall be made by check
27 payable to the "Lexington Law Group" and shall be paid within thirty (30) days of service of a
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1 Notice of Election triggering a payment and shall be used as reimbursement for costs for
2 investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse
3 attorneys' fees and costs incurred in connection with these activities.

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

11 **5. PAYMENTS**

12 **5.1 Payments by Dewey's.** Within ten (10) calendar days of the Effective Date,
13 Dewey's shall pay the total sum of \$60,000 as a settlement payment as further set forth in this
14 Section.

15 **5.2 Allocation of Payments.** The total settlement amount shall be paid in five (5)
16 separate checks in the amounts specified below and delivered as set forth below. Any failure by
17 Dewey's to comply with the payment terms herein shall be subject to a stipulated late fee to be
18 paid by Dewey's to CEH in the amount of \$100 for each day the full payment is not received
19 after the payment due date set forth in Section 5.1. The late fees required under this Section shall
20 be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought
21 pursuant to Section 4 of this Consent Judgment. The funds paid by Dewey's shall be allocated as
22 set forth below between the following categories and made payable as follows:

23 **5.2.1** \$7,944 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
24 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
25 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
26 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty
27 payment for \$5,958 shall be made payable to OEHHA and associated with taxpayer identification
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1 number 68-0284486. This payment shall be delivered as follows:

2 For United States Postal Service Delivery:

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

8 For Non-United States Postal Service Delivery:

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

14 The CEH portion of the civil penalty payment for \$1,986 shall be made payable to the
15 Center for Environmental Health and associated with taxpayer identification number 94-3251981.
16 This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco,
17 CA 94117.

18 5.2.2 \$5,956 as an Additional Settlement Payment (“ASP”) to CEH pursuant to
19 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
20 intends to restrict use of the ASPs received from this Consent Judgment to the following
21 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH
22 programs and activities that seek to educate the public about acrylamide and other toxic
23 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
24 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
25 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
26 obtain and maintain adequate records to document that ASPs are spent on these activities and
27 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
28 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. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San

1 Francisco, CA 94117.

2 5.2.3 \$46,100 as a reimbursement of a portion of CEH's reasonable attorneys'
3 fees and costs (including but not limited to expert and investigative costs). The attorneys' fees
4 and cost reimbursement shall be made in two separate checks as follows: (a) \$39,065 payable to
5 the Lexington Law Group and associated with taxpayer identification number 94-3317175; and
6 (b) \$7,035 payable to the Center for Environmental Health and associated with taxpayer
7 identification number 94-3251981. These payments shall be delivered to Lexington Law Group,
8 503 Divisadero Street, San Francisco, CA 94117.

9 **6. MODIFICATION AND DISPUTE RESOLUTION**

10 6.1 **Modification.** This Consent Judgment may be modified from time to time by
11 express written agreement of the Parties, with the approval of the Court, or by an order of this
12 Court upon motion and in accordance with law.

13 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
14 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to
15 modify the Consent Judgment.

16 **7. CLAIMS COVERED AND RELEASE**

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

27 7.2 Provided that Dewey's complies in full with its obligations under Section 5 hereof,
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1 CEH, for itself, its agents, successors, and assigns, releases, waives, and forever discharges any
2 and all claims against Dewey's, Defendant Releasees, and Downstream Defendant Releasees
3 arising from any violation of Proposition 65 or any other statutory or common law claims that
4 have been or could have been asserted by CEH individually or in the public interest regarding the
5 failure to warn about exposure to acrylamide arising in connection with Covered Products
6 manufactured, distributed, or sold by Dewey's prior to the Effective Date.

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

12 **8. PROVISION OF NOTICE**

13 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
14 notice shall be sent by first class and electronic mail to:

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

20 8.2 When Dewey's is entitled to receive any notice under this Consent Judgment, the
21 notice shall be sent by first class and electronic mail to:

22 Stephen R. Berlin
23 Kilpatrick Townsend Stockton, LLP
24 1001 W 4th Street
25 Winston-Salem, NC 27101
26 sberlin@kilpatricktownsend.com
27
28

Alexander Bullock
Kilpatrick Townsend Stockton, LLP
607 14th Street, Suite 900
Washington, DC 20005
Abullock@kilpatricktownsend.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 Dewey's, whichever is later, provided however, that CEH shall prepare and file a Motion for Approval of this Consent Judgment and Dewey's 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 that unsuccessfully brings or contests an action or application arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs unless the unsuccessful Party has acted with substantial justification. For purposes of this Consent Judgment, the term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§ 2016.010, *et seq.*

11.2 Notwithstanding Section 11.1, a Party who prevails in a contested enforcement action or application brought pursuant to Section 4 may seek an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 against a Party that acted with substantial justification. The Party seeking such an award shall bear the burden of meeting all of the elements of § 1021.5, and this provision shall not be construed as altering any procedural or substantive requirements for

obtaining such an award.

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

12. ENTIRE AGREEMENT

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

13. RETENTION OF JURISDICTION

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

14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

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

15. NO EFFECT ON OTHER SETTLEMENTS

15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim

1 against an entity that is not Dewey's on terms that are different than those contained in this
2 Consent Judgment. Dewey's may move to modify this Consent Judgment pursuant to Section 6
3 to substitute higher Reformulation Levels for Covered Products that CEH agrees to in a future
4 consent judgment applicable to products substantially similar to the Covered Products, and CEH
5 agrees not to oppose any such motion except for good cause shown.

6 **16. SUCCESSORS AND ASSIGNS**

7 16.1 This Consent Judgment shall apply to and be binding upon CEH and Dewey's, and
8 their respective divisions, subdivisions, and subsidiaries, and the successors or assigns of any of
9 them.

10 **17. EXECUTION IN COUNTERPARTS**


11 17.1 The stipulations to this Consent Judgment may be executed in counterparts and by
12 means of facsimile or portable document format (pdf), which taken together shall be deemed to
13 constitute one document.

14
15 **IT IS SO ORDERED, ADJUDGED,**
16 **AND DECREED**

17
18 Dated: _____

19 _____
20 Judge of the Superior Court
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1 **IT IS SO STIPULATED:**

<p>3 Dated: <u>December 28</u>, 2021</p>	<p>CENTER FOR ENVIRONMENTAL HEALTH</p> <p>4 </p> <p>5 _____</p> <p>6 Signature</p> <p>7 <u>Michael Green</u></p> <p>8 Printed Name</p> <p>9 <u>CEO</u></p> <p>10 Title</p>
<p>11 Dated: _____, 2021</p>	<p>DEWEY'S BAKERY, INC.</p> <p>12 _____</p> <p>13 Signature</p> <p>14 _____</p> <p>15 Printed Name</p> <p>16 _____</p> <p>17 Title</p>

1 **IT IS SO STIPULATED:**

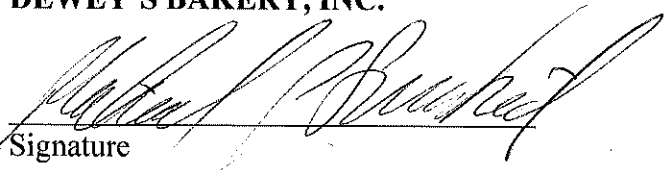
<p>2</p> <p>3 Dated: _____, 2021</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p>	<p>CENTER FOR ENVIRONMENTAL HEALTH</p> <p>Signature _____</p> <p>Printed Name _____</p> <p>Title _____</p>
<p>11 Dated: <u>12/15</u>, 2021</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p>	<p>DEWEY'S BAKERY, INC.</p> <p>Signature <u></u></p> <p>Printed Name <u>Michael P. Senacke</u></p> <p>Title <u>CEO</u></p>

EXHIBIT A

DWY703063	Deweys 9 oz. Gluten Free Ginger Thins
DWY701946	Deweys 9 oz. Ginger Thins
SP988880	SBC 3 oz. Ginger Thins
SP996229	SBC 5.5 oz. Ginger Thins
TJ090993	Trader Joe 9 oz. Triple Ginger Thins
WS4102653	Williams Sonoma 13 oz. Ginger Thins
DWY768000	Dewey's 16 oz. Ginger Thins
TJ025493	Trader Joe Triple Ginger Snaps 14 oz.