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THE CHEMICAL TOXIN WORKING GROUP INC.

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF ALAMEDA**

10  
11 THE CHEMICAL TOXIN WORKING  
GROUP INC.,

12 Plaintiff,

13 v.  
14

15 JUSTIN'S, LLC; and DOES 1 to 50,  
16 Defendants.

Case No. RG20082547

(Assigned for all purposes to:  
Hon. Stephen Pulido, Dept. 517)

**[PROPOSED] STIPULATED CONSENT  
JUDGMENT;  
[PROPOSED] ORDER**

[California Health & Safety Code,  
sections 25249.5 *et seq.*]

Date: TBD  
Time: TBD  
Dept.: 517

Complaint Filed: December 11, 2020  
Trial Date: [not set]

1 **1. INTRODUCTION**

2 1.1. **The Parties.** This stipulated consent judgment (“Consent Judgment”) is entered into by  
3 and between THE CHEMICAL TOXIN WORKING GROUP INC. a/k/a The Healthy Living  
4 Foundation (“CTWG” or “Plaintiff”) and JUSTIN’S, LLC (“Justin’s” or “Defendant”), with CTWG and  
5 Justin’s each individually referred to as a “Party” and collectively referred to as the “Parties.”

6 1.1.1. CTWG is a California non-profit corporation dedicated to, among other causes,  
7 providing information to consumers regarding the hazards of toxins in products, protecting public health  
8 and enforcing state and federal environmental laws and regulations through citizen suits.

9 1.1.2. Justin’s is a Delaware limited liability company that sells nut butter products  
10 under the “Justin’s®” brand name. For the purposes of the Safe Drinking Water and Toxic Enforcement  
11 Act of 1986, Health and Safety Code (“HSC”) sections 25249.5 *et seq.* (“Proposition 65”), Justin’s  
12 employs ten or more individuals and is a “person in the course of doing business.”

13 1.2. CTWG alleges that Justin’s manufactures, imports, sells, and distributes for sale nut  
14 butters that contain acrylamide. CTWG further alleges that Justin’s does so without providing a  
15 sufficient warning as required by Proposition 65. Acrylamide is listed under Proposition 65 as a  
16 chemical known to the State of California to cause cancer and reproductive toxicity.

17 1.3. The Parties enter into this Consent Judgment to settle the claims asserted by CTWG  
18 against Justin’s as set forth in the Complaint on file in this action and the “Notices” (as defined below).  
19 Justin’s disputes and denies all of CTWG’s allegations in the Complaint, the Notices and concerning the  
20 “Covered Products” (as defined below).

21 1.4. **Notices of Violation.** CTWG served the following 60-day notices of violations under  
22 Proposition 65 (together, the “Notices”) alleging violations by Justin’s of Proposition 65 by exposing  
23 persons in California to acrylamide contained in the nut butters identified below without first providing  
24 a clear and reasonable warning as required by Proposition 65:

25 1.4.1. Attorney General (“AG”) No. 2018-01578 dated August 29, 2018 and addressed  
26 to Hormel Foods Corporation, Hormel Foods International Corporation, Hormel Foods Sales, LLC, and  
27 Raley’s and alleging Proposition 65 violations with regard to Justin’s Maple Almond Butter, Justin’s  
28 Classic Almond Butter, Justin’s Vanilla Almond Butter, and Justin’s Honey Almond Butter;

1 1.4.2. AG No. 2018-01655 dated September 5, 2018 and addressed to Hormel Foods  
2 Corporation, Hormel Foods International Corporation, Hormel Foods Sales, LLC, and Target  
3 Corporation and alleging Proposition 65 violations with regard to Justin’s Peanut Butter;

4 1.4.3. AG No. 2018-01656 dated September 6, 2018 and addressed to Hormel Foods  
5 Corporation, Hormel Foods International Corporation, Hormel Foods Sales, LLC, and The Kroger Co.  
6 and alleging Proposition 65 violations with regard to Justin’s Hazelnut Butter Blend Chocolate;

7 1.4.4. AG No. 2019-00144 dated January 23, 2019 and addressed to Justin’s Nut Butter,  
8 LLC and alleging Proposition 65 violations with regard to Justin’s Maple Almond Butter, Justin’s  
9 Classic Almond Butter, Justin’s Vanilla Almond Butter, Justin’s Honey Almond Butter, Justin’s Peanut  
10 Butter Blend Honey, and Justin’s Hazelnut Butter Blend Chocolate; and

11 1.4.5. AG No. 2019-00155 dated January 25, 2019 and addressed to Justin’s, LLC and  
12 alleging Proposition 65 violations with regard to Justin’s Maple Almond Butter, Justin’s Classic Almond  
13 Butter, Justin’s Vanilla Almond Butter, Justin’s Honey Almond Butter, Justin’s Peanut Butter Blend  
14 Honey, and Justin’s Hazelnut Butter Blend Chocolate.

15 1.5. **Action**. CTWG filed the Complaint in this action, naming Justin’s as a defendant (the  
16 “Action”).

17 1.6. **Consent to Jurisdiction**. For purposes of this Consent Judgment only, the Parties  
18 stipulate that (a) this Court has jurisdiction over the allegations of violations contained in the Complaint,  
19 (b) this Court has personal jurisdiction over Justin’s as to the acts alleged in the Complaint, (c) that  
20 venue is proper in the County of Alameda, and (d) this Court has jurisdiction to enter and enforce this  
21 Consent Judgment as a full and final resolution of all claims which were or could have been raised in the  
22 Complaint based on the facts alleged therein and in the Notices with respect to the Covered Products  
23 manufactured, distributed, and/or sold by Justin’s.

24 1.7. **No Admission**. Nothing in this Consent Judgment is or shall be construed as an  
25 admission against interest by either of the Parties as to any fact, conclusion of law, issue of law, or  
26 violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an  
27 admission against interest by either of the Parties of any fact, conclusion of law, issue of law, or  
28 violation of law. Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy,

1 argument, or defense either of the Parties may have in any other pending or future legal proceedings.  
2 This Consent Judgment is the product of negotiation and compromise and is accepted by the Parties  
3 solely for purposes of settling, compromising, and resolving issues that were disputed in this Action.  
4

5 **2. CERTAIN DEFINITIONS.**

6 2.1. **Covered Product(s).** The term “Covered Products” (and each a “Covered Product”)   
7 means: (i) Justin’s Maple Almond Butter; (ii) Justin’s Classic Almond Butter; (iii) Justin’s Vanilla   
8 Almond Butter; (iv) Justin’s Honey Almond Butter; (v) Justin’s Peanut Butter Blend Honey; and (vi)   
9 Justin’s Hazelnut Butter Blend Chocolate. The Covered Products were and/or are manufactured,   
10 distributed and/or offered for sale in California by Justin’s.

11 2.2. **Effective Date.** The term “Effective Date” means the date on which notice of entry of   
12 this Consent Judgment by the Court is served upon Justin’s.

13  
14 **3. INJUNCTIVE RELIEF: REFORMULATION, WARNINGS AND ONGOING TESTING.**

15 3.1. On and after the date that is one (1) year after the Effective Date, Justin’s shall not sell in   
16 the State of California any Covered Product that does not qualify as a “Reformulated Covered Product”   
17 under Section 3.3 below, unless such Covered Product complies with the warning requirements of   
18 Section 3.2 below.

19 3.2. On and after one (1) year after the Effective Date (the “Initial Nut Butter Target Date”),   
20 Justin’s shall provide on each Covered Product sold in California that is not a Reformulated Covered   
21 Product, a warning that complies with the Proposition 65 warning requirements and, to the extent   
22 Justin’s sells a Covered Product to a California consumer through the Internet, a warning on the Internet   
23 that complies with Proposition 65.

24 3.3. A “Reformulated Covered Product” is one for which the acrylamide concentration   
25 (pursuant to the testing required by Section 3.4 below) does not exceed the respective annual acrylamide   
26 reduction levels expressed in parts per billion (ppb) and set forth in the “Acrylamide Reduction Table”   
27 below (note: the “Initial Nut Butter Target Date” is the level which must be met one year after the   
28 Effective Date, with annual reductions until the fifth year after the Effective Date).

	<b>Initial Nut Butter Target Date (ppb)</b>	<b>Second Year after Effective Date (ppb)</b>	<b>% Reduced</b>	<b>Third Year after Effective Date (ppb)</b>	<b>% Reduced</b>	<b>Fourth Year after Effective Date (ppb)</b>	<b>% Reduced</b>	<b>Fifth Year after Effective Date (ppb)</b>	<b>% Reduced</b>
<b>Almond Butter, all 4 varieties</b>	<b>535</b>	<b>481</b>	10	<b>433</b>	10	<b>390</b>	10	<b>350</b>	10
<b>Peanut Butter Blend with Honey</b>	<b>198</b>	<b>188</b>	5	<b>179</b>	5	<b>170</b>	5	<b>162</b>	5
<b>Hazelnut Butter Blend with Chocolate</b>	<b>263</b>	<b>250</b>	5	<b>238</b>	5	<b>226</b>	5	<b>215</b>	5

CTWG acknowledges and agrees that acrylamide levels in nut butter cannot be wholly controlled through manufacturing since acrylamide is produced as a normal part of the cooking process through a chemical reaction between asparagine, an amino acid, and reducing sugars such as glucose and fructose, as part of the Maillard reaction. Because nuts are natural products with varying sugar and asparagine levels based on nut variety and growing conditions in any given year, acrylamide levels may fluctuate. If Justin's is unable to consistently meet the acrylamide levels in the table above or if food safety or other issues require changes in roasting and preparation processes, CTWG agrees to negotiate in good faith with Justin's on changes to the acrylamide levels, including the potential need to raise the levels above those set forth in the table above.

### 3.4. **Compliance Testing.**

3.4.1. For purposes of this Consent Judgment, acrylamide levels shall be measured in parts per billion. All testing in accordance with this Consent Judgment shall be performed by Justin's at its sole cost and expense, using either GC/MS (Gas Chromatography/Mass Spectrometry), LC-MS/MS (Liquid Chromatograph-Mass Spectrometry/Mass Spectrometry), or any other testing method generally used and accepted for testing acrylamide in food. The testing requirements of Section 3.4 do not apply to any Covered Product(s) for which Justin's provides a warning as specified in Section 3.2 above.

3.4.2. Representative samples of each of the Hazelnut Butter Blend with Chocolate ("Product Group 1"), Peanut Butter Blend with Honey ("Product Group 1"), and one of the four varieties of almond butter ("Product Group 3") shall be tested for purposes of demonstrating compliance with the

1 levels set forth in the Acrylamide Reduction Table. Samples shall be collected at least once per calendar  
2 quarter from the point at which the Covered Product is decanted into bottles or other containers. Testing  
3 shall be performed by Justin's within three months after the Effective Date, and testing shall continue  
4 thereafter to confirm the levels set forth in the Acrylamide Reduction Table are being met. Justin's  
5 testing obligation shall terminate on the date that is eight (8) years after the Effective Date.

6 3.4.3. Testing Procedures. Nine samples shall be collected from each production run  
7 being tested under Section 3.4.2. Data shall be evaluated for technical soundness in accordance with  
8 Mashman and Atta "A Range Criterion for Testing An Outlying Observation" Erratum to ORNL-1020,  
9 March 1952. Following data soundness testing, (a) each Product Group shall have a moving average  
10 calculated on a quarterly basis for comparison to the levels required by the Acrylamide Reduction Table;  
11 and (b) each Product Group shall have a full year moving average calculated at the completion of each  
12 calendar year for comparison to the levels required by the Acrylamide Reduction Table.

13 3.4.4. All testing pursuant to this Agreement shall be performed by an independent  
14 third-party laboratory accredited by the California Environmental Laboratory Accreditation Program for  
15 the analysis of acrylamide or a laboratory that is approved by, accredited by, or registered with the  
16 United States Food & Drug Administration.

17 3.5. Justin's and the "Releasees" (as defined in Section 5.1 below) shall have no obligation or  
18 liability with respect to a Covered Product(s) that is/are sold and/or distributed in California after the  
19 date of the Notices, as applicable, except as otherwise set forth in this Agreement.

20 3.6. It is the intent of the Parties that Justin's shall have no obligation to produce nut butters  
21 with acrylamide levels different than those applicable to other nut butter manufacturers that sell nut  
22 butter in California. Towards that end, the obligations of Section 3 of this Consent Judgment may be  
23 terminated or modified upon a Party's service on the other Party of a thirty day (30-day) written notice  
24 that it intends to modify or opt out of Section 3, or limit its obligations under Section 3 with respect to a  
25 specific Covered Product, which can be served only in one of the following circumstances; and any  
26 dispute related thereto shall be governed under Section 6 below [Resolution of Disputes]:

27 3.6.1. The adoption of any federal law that preempts Proposition 65 with regard to all  
28 food products, acrylamide in food, or acrylamide in nut butters, whether by statute passed by Congress

1 or regulations adopted by the United States Food and Drug Administration or other official act of an  
2 Executive Branch agency to be applicable in California, or by a judicial determination that food  
3 producers are not required to provide Proposition 65 warnings on food (or nut butters) for acrylamide.

4 3.6.2. The issuance by the Office of Environmental Health Hazard Assessment  
5 (“OEHHA”) or other arm of the State of California of a regulation changing the Proposition 65 safe  
6 harbor level for acrylamide under Proposition 65 or determining that exposures to acrylamide in food  
7 generally or nut butters specifically (or specific, comparable varieties of nut butters), pose no significant  
8 risk of cancer or no observable effect of reproductive harm as those terms are defined under  
9 Proposition 65.

10 3.6.3. The entry of a judgment (consent or otherwise), after the Effective Date of this  
11 Agreement, on a case brought under Proposition 65 that allows nut butters (or specific, comparable nut  
12 butter varieties) to be produced with acrylamide levels above those set forth in the Acrylamide  
13 Reduction Table, in which case Justin’s obligation with respect to the relevant nut butter variety for  
14 acrylamide levels shall be the same as those set forth in the judgment. The Parties rights under this  
15 Section 3.6.3 exist regardless of whether or not the court judgment allows other manufacturers to opt-  
16 into its terms.

17  
18 **4. PAYMENTS**

19 4.1. Justin’s shall pay the total settlement amount of \$220,000.00 (the “Settlement Amount”)  
20 within ten (10) days of the Effective Date. Justin’s shall pay the Settlement Amount by check, made  
21 payable to “Khansari Law Corporation – Client Trust Account” on behalf of CTWG, and sent to:

22 The Chemical Toxin Working Group, Inc.  
23 c/o Khansari Law Corp., APC  
24 11845 W. Olympic Blvd., Suite 1000  
Los Angeles, CA 90064

25 CTWG is solely responsible for allocation of the payment as set forth in Sections 4.2, 4.3 and 4.4 below,  
26 as applicable. Upon request, CTWG or its legal counsel shall supply Justin’s with a completed W-9  
27 form. The Settlement Amount shall be allocated as follows:

28 4.2. \$60,000 shall be considered a “civil penalty”, of which CTWG shall remit seventy-five  
percent (75%) to the “Safe Drinking Water and Toxic Enforcement Fund” managed by the State of

1 California’s Office of Environmental Health Hazard Assessment as follows:

2 The seventy-five percent (75%) portion of the civil penalty to OEHHA shall be delivered by United  
3 States Mail to OEHHA at the following address:

4 Mike Gyurics  
5 Fiscal Operations Branch Chief  
6 Office of Environmental Health Hazard Assessment  
7 P.O. Box 4010  
8 Sacramento, CA 95812-4010

9 4.3. \$150,000.00 shall be considered reimbursement of CTWG’s attorneys’ fees and costs  
10 related to this Action.

11 4.4. \$10,000.00 shall be considered “additional settlement payments” pursuant to sections  
12 3000 et seq. of the AG’s Regulations for Proposition 65.

13 4.5. Except as expressly set forth in this Section 4 and Section 6.1 below, the Parties shall  
14 bear their own costs, expenses, and attorneys’ fees related to this Action and the Notices.

15 **5. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

16 5.1. CTWG’s Release in the Public Interest. This Consent Judgment is a full, final, and  
17 binding resolution between CTWG, on behalf of itself and in the public interest, and Justin’s and each of  
18 its respective equity owners, parents, subsidiaries, affiliates, sister and related companies, including but  
19 not limited to each of their upstream suppliers and entities downstream in the stream of commerce to  
20 which Covered Products were distributed, including but not limited to distributors, suppliers,  
21 wholesalers, customers, franchisees, cooperative members, licensees, and retailers (and including, but  
22 not limited to, Raley’s, Target Corporation, and The Kroger Co.), and the employees, agents,  
23 shareholders, officers, directors, members, managers, equity owners, insurers, attorneys, predecessors,  
24 successors, and assigns of each of these entities (“Releasees”). CTWG, on behalf of itself and in the  
25 public interest, hereby releases the Releasees from any and all claims, actions, causes of action, suits,  
26 demands, liabilities, damages, penalties, fees (including but not limited to attorneys’ fees, investigator  
27 fees, and expert fees), costs and expenses (collectively referred to as “Claims”) for violations of  
28 Proposition 65 up through the Effective Date based on exposure to acrylamide from each of the Covered  
Products as set forth in the Notices or the Complaint.



1           5.2.    CTWG’s Release of Additional Claims; Civil Code 1542 Waiver. CTWG, on behalf of  
2 itself and its respective owners, principals, shareholders, officers, directors, employees, agents, parents,  
3 subsidiaries, successors, assigns, affiliates and legal representatives, including but not limited to the  
4 Healthy Living Magazine, Healthy Living Foundation, and David Steinman (individually and any entity  
5 with which he is associated) (collectively referred to as “CTWG Releasers”) fully releases, and forever  
6 discharges, the Releasees from all Claims, and waives any right to participate (directly or indirectly) in  
7 any litigation against the Releasees concerning any Claims, that were or could have been asserted, in the  
8 Complaint or Notices for any alleged exposure to any Proposition 65 listed chemical in the Covered  
9 Products. It is possible that other claims not known to the Parties arising out of the facts alleged in the  
10 Complaint or Notices or relating to the Covered Products will develop or be discovered. CTWG on  
11 behalf of itself and the CTWG Releasers only, acknowledges that this Consent Judgment and the  
12 releases provided in it are expressly intended to and do cover and include all such unknown claims.  
13 CTWG acknowledges that it is familiar with California Civil Code section 1542, and on behalf of itself  
14 and the CTWG Releasers, fully waives and relinquishes to the fullest extent allowed by law any rights  
15 and benefits conferred by Civil Code section 1542 and any other state or federal statute, rule, and/or  
16 legal doctrine similar, comparable, or equivalent to Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT  
THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR  
SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF  
EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR  
HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER  
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

21 CTWG acknowledges and understands the significance and consequences of this specific waiver of  
22 California Civil Code section 1542.

23           5.3.    Compliance with the terms of this Consent Judgment constitutes compliance with  
24 Proposition 65 with respect to exposures to acrylamide from each of the Covered Products as set forth in  
25 the Notices.

27 **6.    RESOLUTION OF DISPUTES**

28           6.1.    If CTWG alleges that Justin’s has failed to comply with this Consent Judgment by either

1 failing to put warnings on Covered Products as required under this Consent Judgment or by failing to  
2 achieve any of the acrylamide reduction levels listed in the Acrylamide Reduction Table, then prior to  
3 filing a motion or legal proceeding relating to enforcement, CTWG shall provide Justin's thirty (30)  
4 days' advance written notice of the alleged violation(s) via certified mail ("Meet and Confer Notice").  
5 CTWG shall include with the Meet and Confer Notice information to identify the product and alleged  
6 violation, including full and complete testing results, lot numbers, photographs of the Covered  
7 Product(s) packaging, and purchase receipts for the Covered Product(s) at issue. Within twenty-one (21)  
8 days of receipt of the Meet and Confer Notice, Justin's shall provide all acrylamide test results for the  
9 Covered Product(s) identified in the Meet and Confer Notice, including lot numbers, dates of  
10 manufacture and other product information documents for the time period beginning one year prior to  
11 the earliest date on the proof of purchase provided to Justin's.

12           6.1.1 If Justin's fails to provide the information and documents set forth in the  
13 preceding paragraph within the twenty-one (21) day period allowed, or any extended period agreed to by  
14 the Parties in writing, or if Justin's admits to the alleged violations cited in the Meet and Confer Notice,  
15 then Justin's shall pay an additional civil penalty of \$10,000 for each Covered Product(s) for which it  
16 fails to provides such information, or Justin's admits to the alleged violations cited in the Meet and  
17 Confer Notice, of which CTWG shall remit seventy-five percent (75%) to the "Safe Drinking Water and  
18 Toxic Enforcement Fund" managed by OEHHA. Justin's shall also reimburse CTWG for all reasonable  
19 attorneys' fees, costs and expenses incurred with respect to the preparation and service of the Meet and  
20 Confer Notice, including actions taken during the meet and confer period under this Section 6.

21           6.1.2 If the Parties are not able to resolve the violations(s) alleged in the Meet and  
22 Confer Notice within the thirty (30) day period (plus five (5) days after mailing the Meet and Confer  
23 Notice), or any extended period agreed to in writing by the Parties, then CTWG may file a motion  
24 seeking an order from the Court as to the existence of the violation. The motion shall be heard as a  
25 regularly noticed law and motion matter, which shall be supported by admissible evidence  
26 demonstrating that a violation has occurred. So long as the information required under Section 6.1 has  
27 been exchanged by the parties, no discovery shall be allowed related to the motion. The Court will hear  
28 oral argument on the motion. For each violation found to exist by the Court, Justin's shall pay an

1 additional civil penalty of \$10,000 for each Covered Product(s) identified in the Meet and Confer  
2 Notice, provided annual sales do not exceed the annual sales disclosed to CTWG in relation to the  
3 Notices, as applicable. If annual sales do exceed the annual sales disclosed to CTWG in relation to the  
4 Notices, then the civil penalty of \$10,000 shall be increased proportionally in relation to the increase in  
5 sales. CTWG shall remit seventy-five percent (75%) of the civil penalty to the “Safe Drinking Water  
6 and Toxic Enforcement Fund” managed by OEHHA.

7           6.2. Justin’s shall reimburse CTWG for all reasonable attorneys’ fees, costs and expenses  
8 incurred with respect to any enforcement action under this Section 6 for which a violation is established,  
9 whether by Justin’s failure to provide required documentation within the twenty-one (21) days required,  
10 Justin’s agreement, or ruling of the Court. Reimbursable fees, costs and expenses include those related  
11 to the preparation and service of the Meet and Confer Notice, including actions taken during the meet  
12 and confer period under this Section 6. Should the parties be unable to reach agreement as to the  
13 reimbursable amount of reasonable attorneys’ fees and costs, CTWG may file a motion in this Court  
14 seeking a determination as to the reasonable amount of attorneys’ fees and costs due to it, with the only  
15 issue to be decided by the Court being the amount due CTWG and not its entitlement to recovery for  
16 reasonable costs and fees.

17           6.3. The Court’s decision on any motion brought under Section 6.1.2 or Section 6.2 shall be  
18 final, with no appeal available to either party.

19           6.4. CTWG may not issue any Meet and Confer Notice under Section 6.1 under the following  
20 circumstances:

21                   6.4.1. It has already issued a Meet and Confer Notice covering the same lot of the  
22 Covered Product(s) in question; or

23                   6.4.2. If the packaging of the applicable Covered Product is marked or labeled with the  
24 statement “Not for Sale in California” or substantially similar language. If Justin’s marks or labels a  
25 Covered Product with such a statement, Justin’s shall additionally notify its customers/distributors in  
26 writing by letter, bill of lading or other shipping document, or otherwise, that the Covered Product shall  
27 not be sold in California.

28           6.5. For the Covered Products, this Consent Judgment shall be CTWG’s exclusive remedy for

1 alleged violations of the acrylamide levels set forth in the Acrylamide Reduction Table or Proposition  
2 65 as related to acrylamide only.

3  
4 **7. COURT APPROVAL**

5 7.1. Following execution of this Consent Judgment by the Parties, CTWG shall notice and file  
6 a Motion for Court Approval and serve the motion on the California Attorney General as required by  
7 Proposition 65. Justin's shall support entry of this Consent Judgment by the Court.

8 7.2. If the California Attorney General objects to any terms in this Consent Judgment, the  
9 Parties shall work together in good faith to resolve any such objection, although neither Party is required  
10 to agree to any new or additional terms in order to resolve the objection.

11 7.3. If this Consent Judgment is not entered by the Court, it shall be void, of no force or  
12 effect, and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.  
13 In such case, the Parties agree to meet and confer on how to proceed and if such agreement is not  
14 reached within thirty (30) days, the case shall proceed on its normal course.

15 7.4 Except as permitted herein, each of the Parties waives their right to appeal or modify this  
16 Consent Judgment so long as it is entered by the Court and approved by the Attorney General without  
17 modification of the agreed-on terms contained herein.

18  
19 **8. MISCELLANEOUS PROVISIONS**

20 8.1. Fully integrated agreement. This Consent Judgment constitutes a single, integrated  
21 contract that contains the entire agreement between the Parties concerning its subject matter, and  
22 supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to  
23 the matters set forth in this Consent Judgment. The Parties acknowledge and agree that, except as  
24 expressly specified in this Consent Judgment, no other party or agent or attorney of any other party has  
25 made any promise, representation, or warranty, express or implied, concerning the subject matter of this  
26 Consent Judgment, whether to induce any party to execute this Consent Judgment or otherwise. The  
27 Parties acknowledge and agree that they are not executing this Consent Judgment in reliance on any  
28 promise, representation or warranty not contained in this Consent Judgment. Notwithstanding the

1 foregoing, Justin's shall be entitled, at its option, to modify any warning that it provides under Section  
2 3.2 to conform with any change in the Proposition 65 warning regulations set forth in Title 27 of the  
3 California Code of Regulations that may be adopted after the Effective Date.

4 8.2. Binding effect. This Consent Judgment shall be binding upon and shall inure to the  
5 benefit of the Parties and their respective owners, principals, shareholders, members, managers, officers,  
6 directors, employees, agents, successors, and assigns.

7 8.3. Publicity. Neither CTWG, CTWG Releasors, Justin's, nor Releasees shall make any  
8 disparaging or negative statements about any of the Parties or each other with respect to the subject  
9 matter of the Action, the Notices, or this Consent Judgment.

10 8.4. Interpretation. The Parties jointly participated in the preparation of this Consent  
11 Judgment and this Consent Judgment is the result of the joint efforts of the Parties. Any uncertainty or  
12 ambiguity existing in this Consent Judgment shall not be interpreted for or against any Party. Each  
13 Party agrees that any statute or rule of construction providing that ambiguities are to be resolved against  
14 the drafting Party shall not be employed in the interpretation of this Consent Judgment and, in this  
15 regard, the Parties hereby waive California Civil Code section 1654 or any other state or federal statute,  
16 rule, and/or legal doctrine similar, comparable, or equivalent to Civil Code section 1654.

17 8.5. Governing law. This Consent Judgment shall be deemed to have been entered into in the  
18 State of California and governed and interpreted by the laws of the State of California, regardless of the  
19 place of incorporation, place of business, domicile of any of the Parties or physical locations of the  
20 individuals executing this Consent Judgment at the time of execution, and without regard to conflict of  
21 laws principles.

22 8.6. Consultation with Counsel. Each Party acknowledges that it has had an opportunity to  
23 consult with an attorney of its own choosing and it has consulted its attorneys with respect to the terms  
24 and conditions of this Consent Judgment, or by signing this Consent Judgment hereby acknowledge they  
25 have made the decision not to consult with an attorney. The Parties further acknowledge that they fully  
26 understand this Consent Judgment and the effect of signing and executing this Consent Judgment.

27 8.7. Execution in Counterparts. This Consent Judgment may be signed in one or more  
28 counterparts, and each of which shall be deemed an original but all of which, together, shall be deemed

1 to constitute a single document. The exchange of this Consent Judgment and of signature pages by  
2 facsimile transmission or electronic mail attachment shall be deemed to have the same legal effect as  
3 delivery of an original signed copy of this Consent Judgment. Signatures by scanned and e-mailed  
4 image or facsimile transmission shall have the same force and effect as original signatures as an  
5 electronic record executed and adopted by a Party with the intent to sign the electronic record pursuant  
6 to Civil Code §§ 1633.1-1633.17.

7 8.8. Notices. All notices required to be given to either Party under this Consent Judgment  
8 shall be in writing and sent to the following recipients by email and either (a) certified or registered U.S.  
9 mail; or (b) overnight carrier or other tracked delivery service (e.g., FEDEX).

10 For CTWG:

11 The Chemical Toxin Working Group Inc.  
12 c/o Khansari Law Corp., APC  
13 11845 W. Olympic Blvd., Suite 1000  
14 Los Angeles, California 90064  
15 Tel: (424) 248-6688  
16 Fax: (424) 248-6689  
17 Email: andre@khansarilaw.com

16 For Justin's:

17 President  
18 Justin's LLC  
19 736 Pearl St.  
20 Boulder, Colorado 80302

21 and

22 Law Department  
23 1 Hormel Place  
24 Austin, Minnesota 55912

24 With a copy to:

25 Matthew I. Kaplan  
26 Tucker Ellis LLP  
27 515 S. Flower St., 42nd Floor  
28 Los Angeles, California 90071  
Email: matthew.kaplan@tuckerellis.com

1 Any party, from time to time, may specify in writing to the other party a change of address to  
2 which all notices and other communications shall be sent.

3 8.9. **Modification.** This Consent Judgment may be modified only by further written  
4 stipulation of the Parties and the approval of the Court or upon the granting of a motion brought to the  
5 Court by either Party.

6 8.10. **Retention of Jurisdiction.** This Court shall retain jurisdiction of this matter to  
7 implement or modify the Consent Judgment pursuant to Cal. Code of Civ. Procedure § 664.6.

8 8.11. **Authorization.** Each of the individuals who executes this Consent Judgment represents  
9 and warrants he/she has the authority to execute this document and bind the respective Parties to the  
10 terms and conditions of this Consent Judgment, and has read, understood, and agreed to all the terms and  
11 conditions in this Consent Judgment.

12 8.12. **Headings.** The headings used in this Consent Judgment, including the introductory  
13 phrases in bold and underlined text, are for convenience or reference only and shall not limit or  
14 otherwise affect the meaning of any provision of this Consent Judgment.

15 **IT IS SO STIPULATED.**

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17 *[Signatures Appear on the Following Page]*

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DATED: 9-14, 2022

**THE CHEMICAL TOXIN WORKING GROUP INC.**

  
\_\_\_\_\_  
(Signature)

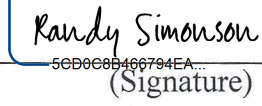
DAVID Steinman  
\_\_\_\_\_  
(Printed Name)

Chief officer  
\_\_\_\_\_  
(Title)

DATED: 04/21/2022, 2022

**JUSTIN'S, LLC**

DocuSigned by:

  
\_\_\_\_\_  
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(Signature)

Randy Simonson  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

President  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**ORDER AND JUDGMENT**

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved, and Judgment is hereby entered according to its terms.

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

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT