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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] AMENDED CONSENT
)	JUDGMENT AS TO D.F. STAUFFER
v.)	BISCUIT CO., INC.
)	
BARREL O' FUN SNACK FOODS CO., LLC,))	
<i>et al.</i> ,)	
)	
Defendants.)	

Upon entry, this Amended Consent Judgment supersedes in its entirety the Amended Consent Judgment entered in this case on October 30, 2018 as to D.F. Stauffer Biscuit Co., Inc. (the "Consent Judgment"). Until this Amended Consent Judgment is entered by the Court, the Consent Judgment shall remain in effect.

1. DEFINITIONS

1.1 The "Complaint" means the operative complaint in the above-captioned matter.

1.2 "Covered Products" or "Covered Product" means: (a) ginger snap cookies, (b) gingerbread cookies, and (c) Lightly Iced Animal Cookies. An initial list of the Covered Products is attached hereto as Exhibit A.

1.3 "Lightly Iced Animal Cookies" means animal cookies that both (i) have a cookie-

1 to-frosting ratio, by weight, of at least 92%-to-8%, and (ii) are more dense and have a higher
2 sugar and starch content than that of an animal cracker.

3 1.4 “Effective Date” means the date on which notice of entry of this Amended
4 Consent Judgment by the Court is served upon Settling Defendant.

5 **2. INTRODUCTION**

6 2.1 The Parties to this Amended Consent Judgment are the Center for Environmental
7 Health, a California non-profit corporation (“CEH”) and D.F. Stauffer Biscuit Co., Inc. (“Settling
8 Defendant”). CEH and Settling Defendant (the “Parties”) enter into this Amended Consent
9 Judgment to settle certain claims asserted by CEH against Settling Defendant as set forth in the
10 Complaint.

11 2.2 On or about March 15, 2018, April 6, 2018, and March 19, 2020, CEH provided
12 60-day Notices of Violation of Proposition 65 to the California Attorney General, the District
13 Attorneys of every county in California, the City Attorneys of every California city with a
14 population greater than 750,000, and to Settling Defendant, alleging that Settling Defendant
15 violated Proposition 65 by exposing persons in California to acrylamide contained in certain
16 Covered Products without first providing a clear and reasonable Proposition 65 warning (the
17 “Notices”).

18 2.3 Settling Defendant is a corporation or other business entity that manufactures,
19 distributes, sells, or offers for sale Covered Products that are sold in the State of California or has
20 done so at times relevant to the Complaint. Settling Defendant contends that the Lightly Iced
21 Animal Cookies have a significantly lower frosting content than other animal cookies available in
22 the marketplace, a greater proportion by weight of base cookie, and a higher sugar and starch
23 content, all of which contribute to inherently higher levels of acrylamide by weight in comparison
24 to such other cookies.

25 2.4 On November 9, 2017, CEH filed the Complaint in the above-captioned matter,
26 naming Settling Defendant as an original defendant. Upon entry of this Amended Consent
27 Judgment, to the extent necessary to effectuate this settlement, the Complaint is deemed amended

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1 such that the term “Products” as to Settling Defendant only means Covered Products.

2 2.5 For purposes of this Amended Consent Judgment only, the Parties stipulate that
3 this Court has jurisdiction over the allegations of violations contained in the Complaint and
4 personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is
5 proper in the County of Alameda, and that this Court has jurisdiction to enter and enforce this
6 Amended Consent Judgment as a full and final resolution of all claims which were or could have
7 been raised in the Complaint based on the facts alleged therein and in the Notices with respect to
8 Covered Products manufactured, distributed, and/or sold by Settling Defendant.

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

18 **3. INJUNCTIVE RELIEF**

19 3.1 **Reformulation of Covered Products.** Commencing on the Effective Date, and
20 subject to the provisions at Section 4.2.1 herein, Settling Defendant shall not purchase,
21 manufacture, ship, sell, or offer for sale Covered Products that will be sold or offered for sale in
22 California that exceed the following acrylamide concentration limits (the “Reformulation
23 Levels”), such concentration to be determined by use of a test performed by an accredited
24 laboratory using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid
25 Chromatograph-Mass Spectrometry), or any other testing method agreed upon by the Parties:

26 3.1.1 The average acrylamide concentration shall not exceed 281 parts per
27 billion (“ppb”) by weight (the “Average Level”). The Average Level is determined by randomly

1 selecting and testing at least 1 sample each from 5 different lots (a lot is a single production run
2 on a single production line) of Covered Products (or the maximum number of lots available for
3 testing if less than 5) during a testing period of at least 60 days.

4 3.1.2 The acrylamide concentration of any individual unit of Covered Products
5 shall not exceed 300 ppb by weight (the “Unit Level”), based on a representative composite
6 sample taken from the individual unit (e.g. bag or box of Covered Products) being tested.

7 3.2 **Additional Efforts to Reformulate Lightly Iced Animal Cookies.** In addition
8 to satisfying the Reformulation Levels, Settling Defendant shall continue to use commercially
9 reasonable and good faith efforts to reduce the levels of acrylamide in Lightly Iced Animal
10 Cookies below the Reformulation Levels. Such efforts shall include, at a minimum, efforts to
11 adjust cooking processes, ingredients, and/or recipes, for Lightly Iced Animal Cookies, within
12 acceptable organoleptic quality ranges. On or before January 31, 2023, Settling Defendant shall
13 report the results of its efforts under this Section 3.2 to CEH through its counsel at the address
14 specified in Section 8.1 below.

15 **4. ENFORCEMENT**

16 4.1 **General Enforcement Provisions.** CEH may, by motion or application for an
17 order to show cause before this Court, enforce the terms and conditions contained in this
18 Amended Consent Judgment. Any action to enforce alleged violations of Section 3.1 by Settling
19 Defendant shall be brought exclusively pursuant to this Section 4, and be subject to the meet and
20 confer requirement of Section 4.2.4 if applicable.

21 **4.2 Enforcement of Reformulation Commitment.**

22 4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product
23 in California that was sold or offered for sale by Settling Defendant with a best-by or sell-by (or
24 equivalent) date more than 9 months after the Effective Date, and for which CEH has laboratory
25 test results showing that the Covered Product exceeds the Unit Level, CEH may issue a Notice of
26 Violation pursuant to this Section.

27 4.2.2 Service of Notice of Violation and Supporting Documentation.

1 4.2.2.1 The Notice of Violation shall be sent to the person(s) identified in
2 Section 8.2 to receive notices for Settling Defendant, and must be served within sixty (60) days of
3 the later of the date the Covered Product at issue was purchased or otherwise acquired by CEH or
4 the date that CEH can reasonably determine that the Covered Product at issue was manufactured,
5 shipped, sold, or offered for sale by Settling Defendant, provided, however, that CEH may have
6 up to an additional sixty (60) days to send the Notice of Violation if, notwithstanding CEH’s
7 good faith efforts, the test data required by Section 4.2.2.2 below cannot be obtained by CEH
8 from its laboratory before expiration of the initial sixty (60) day period.

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

17 4.2.3 Notice of Election of Response. No more than sixty (60) days after
18 effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to
19 CEH whether or not it elects to contest the allegations contained in a Notice of Violation (“Notice
20 of Election”). Failure to provide a Notice of Election within sixty (60) days of effectuation of
21 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.
22 Upon notice to CEH, Settling Defendant may have up to an additional sixty (60) days to elect if,
23 notwithstanding Settling Defendant’s good faith efforts, Settling Defendant is unable to verify the
24 test data provided by CEH before expiration of the initial sixty (60) day period.

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

4 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
5 Defendant shall meet and confer to attempt to resolve their dispute. Within sixty (60) days of
6 serving a Notice of Election contesting a Notice of Violation, Settling Defendant may withdraw
7 the original Notice of Election contesting the violation and serve a new Notice of Election to not
8 contest the violation, provided, however, that, in this circumstance, Settling Defendant shall pay
9 \$2,500 in addition to any other payment required under this Amended Consent Judgment. At any
10 time, CEH may withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the
11 result shall be as if CEH never issued any such Notice of Violation. If no informal resolution of a
12 Notice of Violation results within sixty (60) days of a Notice of Election to contest, CEH may file
13 an enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH may
14 seek whatever fines, costs, penalties, attorneys' fees, or other remedies are provided by law for an
15 alleged failure to comply with the Amended Consent Judgment, and Settling Defendant shall
16 reserve all of its rights to contest, dispute and defend the Notice of Violation including all
17 allegations therein in the enforcement motion or application proceeding.

18 4.2.5 Non-Contested Notices. If Settling Defendant elects to not contest the
19 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if
20 any, as set forth below.

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

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

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

3 **4.3 Repeat Violations.** If Settling Defendant has received four (4) or more Notices of
4 Violation concerning the same type of Covered Product that were not successfully contested or
5 withdrawn in any one (1) year period then, at CEH's option, CEH may seek whatever fines, costs,
6 penalties, attorneys' fees, or other remedies that are provided by law for failure to comply with
7 the Amended Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with
8 Settling Defendant for at least sixty (60) days to determine if Settling Defendant and CEH can
9 agree on measures that Settling Defendant can undertake to prevent future alleged violations.

10 **5. PAYMENTS**

11 **5.1 Payments by Settling Defendant.** In addition to the monetary amounts
12 previously paid pursuant to the original Consent Judgment, within ten (10) calendar days of the
13 Effective Date, Settling Defendant shall pay the total sum of \$100,000 as a settlement payment as
14 further set forth in this Section.

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

24 **5.2.1** \$17,145 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
25 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
26 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
27 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty

1 payment for \$12,858.75 shall be made payable to OEHHA and associated with taxpayer
2 identification number 68-0284486. This payment to OEHHA shall be delivered as follows:

3 For United States Postal Service Delivery:

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

9 For Non-United States Postal Service Delivery:

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

15 The CEH portion of the civil penalty payment for \$4,286.25 shall be made
16 payable to the Center for Environmental Health and associated with taxpayer identification
17 number 94-3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero
18 Street, San Francisco, CA 94117.

19 5.2.2 \$12,855 as an Additional Settlement Payment (“ASP”) to CEH pursuant to
20 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
21 intends to restrict use of the ASPs received from this Amended Consent Judgment to the
22 following purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support
23 CEH programs and activities that seek to educate the public about acrylamide and other toxic
24 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
25 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
26 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
27 obtain and maintain adequate records to document that ASPs are spent on these activities and
28 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
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-

1 3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San
2 Francisco, CA 94117.

3 5.2.3 \$70,000 as a reimbursement of a portion of CEH's reasonable attorneys'
4 fees and costs. The attorneys' fees and cost reimbursement shall be made payable to the
5 Lexington Law Group and associated with taxpayer identification number 94-3317175. This
6 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
7 94117.

8 **6. MODIFICATION AND DISPUTE RESOLUTION**

9 6.1 **Modification.** This Amended Consent Judgment may be modified from time to
10 time by express written agreement of the Parties, with the approval of the Court, or by an order of
11 this Court upon motion and in accordance with law.

12 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Amended Consent
13 Judgment shall attempt in good faith to meet and confer with the other Party prior to filing a
14 motion to modify the Amended Consent Judgment.

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 Amended Consent Judgment is a full, final and binding resolution between
18 CEH on behalf of itself and the public interest and Settling Defendant and its parents,
19 subsidiaries, affiliated entities that are under common ownership, directors, officers, employees,
20 agents, shareholders, predecessors, successors, assigns, and attorneys ("Defendant Releasees"),
21 and all entities, businesses or persons to which Settling Defendant directly or indirectly
22 distributes, ships, supplies, sells or offers for sale Covered Products, including but not limited to
23 distributors, wholesalers, customers, retailers, franchisees, licensors, and licensees, including, but
24 not limited to, Smart & Final Stores, LLC, Amerifoods Trading Company, LLC, Wal-Mart
25 Stores, Inc., Wal-Mart.com USA, LLC, and SF Markets, LLC, ("Downstream Defendant
26 Releasees"), of any violation of Proposition 65 based on failure to warn about alleged exposure to
27 acrylamide contained in Covered Products that were manufactured, directly or indirectly sold,
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1 distributed, supplied, shipped or offered for sale by Settling Defendant prior to the Effective
2 Date.

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

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

17 **8. PROVISION OF NOTICE**

18 8.1 When CEH is entitled to receive any notice under this Amended Consent
19 Judgment, the notice shall be sent by first class and electronic mail to:

20 Howard Hirsch
21 Lexington Law Group
22 503 Divisadero Street
23 San Francisco, CA 94117
24 hhirsch@lexlawgroup.com

25 8.2 When Settling Defendant is entitled to receive any notice under this Amended
26 Consent Judgment, the notice shall be sent by first class and electronic mail to:

27 Robert Parks
28 Parks & Solar LLP
501 West Broadway, Suite 1540
San Diego, CA 92101
rparks@parksandsolar.com

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

3 **9. COURT APPROVAL**

4 9.1 This Amended Consent Judgment shall become effective upon the date signed by
5 CEH and Settling Defendant, whichever is later, and approval by the Court, provided however,
6 that CEH shall prepare and file a Motion for Approval of this Amended Consent Judgment, and
7 Settling Defendant shall support entry of this Amended Consent Judgment by the Court.

8 9.2 If this Amended Consent Judgment is not entered by the Court, it shall be of no
9 force or effect and shall not be introduced into evidence or otherwise used in any proceeding for
10 any purpose other than to allow the Court to determine if there was a material breach of Section
11 9.1.

12 9.3 If this Amended Consent Judgment is approved by the Court, CEH shall not pursue
13 its claims in this action against Smart & Final Stores, LLC, Amerifoods Trading Company, LLC,
14 Wal-Mart Stores, Inc., Wal-Mart.com USA, LLC, and SF Markets, LLC as to Covered Products
15 manufactured, distributed, shipped, supplied, sold or offered for sale by Settling Defendant only.

16 **10. APPLICATION OF CONSENT JUDGMENT**

17 10.1 Except as otherwise set forth herein, this Amended Consent Judgment shall apply
18 to and be binding upon CEH and Settling Defendant and their respective divisions, subdivisions,
19 and subsidiaries, and the successors or assigns of any of them.

20 **11. GOVERNING LAW AND CONSTRUCTION**

21 11.1 The terms of this Amended Consent Judgment shall be governed by the laws of
22 the State of California.

23 **12. ATTORNEYS' FEES**

24 12.1 A Party who unsuccessfully brings or contests an action, motion, or application
25 arising out of this Amended Consent Judgment shall be required to pay the prevailing Party's
26 reasonable attorneys' fees and costs.

27 12.2 Nothing in this Section 12 shall preclude a party from seeking an award of
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1 sanctions pursuant to law.

2 **13. ENTIRE AGREEMENT**

3 13.1 This Amended Consent Judgment contains the sole and entire agreement and
4 understanding of the Parties with respect to the entire subject matter hereof, and any and all prior
5 discussions, negotiations, commitments, or understandings related thereto, if any, are hereby
6 merged herein and therein. There are no warranties, representations, or other agreements
7 between the Parties except as expressly set forth herein. No representations, oral or otherwise,
8 express or implied, other than those specifically referred to in this Amended Consent Judgment
9 have been made by any Party hereto. No other agreements not specifically contained or
10 referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto.
11 Any agreements specifically contained or referenced herein, oral or otherwise, shall be deemed to
12 exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated
13 herein. No supplementation, modification, waiver, or termination of this Amended Consent
14 Judgment shall be binding unless executed in writing by the Party to be bound thereby. No
15 waiver of any of the provisions of this Amended Consent Judgment shall be deemed or shall
16 constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such
17 waiver constitute a continuing waiver.

18 **14. RETENTION OF JURISDICTION**

19 14.1 This Court shall retain jurisdiction of this matter to implement or modify the
20 Amended Consent Judgment.

21 **15. AUTHORITY TO STIPULATE TO AMENDED CONSENT JUDGMENT**

22 15.1 Each signatory to this Amended Consent Judgment certifies that he or she is fully
23 authorized by the Party he or she represents to stipulate to this Amended Consent Judgment and
24 to enter into and execute the Amended Consent Judgment on behalf of the Party represented and
25 legally to bind that Party.

26 **16. NO EFFECT ON OTHER SETTLEMENTS**

27 16.1 Nothing in this Amended Consent Judgment shall preclude CEH from resolving
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1 any claim against an entity that is not Settling Defendant on terms that are different than those
2 contained in this Amended Consent Judgment.

3 **17. EXECUTION IN COUNTERPARTS**

4 17.1 The stipulations to this Amended Consent Judgment may be executed in
5 counterparts and by means of facsimile or portable document format (pdf), which taken together
6 shall be deemed to constitute one document.

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

10 Dated: _____ Judge of the Superior Court

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IT IS SO STIPULATED:

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Dated: <u>February 19</u> , 2021	CENTER FOR ENVIRONMENTAL HEALTH
	 _____ Signature
	<u>Michael Green</u> _____ Printed Name
	<u>CEO</u> _____ Title

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Dated: Feb 15, 2021

D.F. STAUFFER BISCUIT CO., INC.

Reid For

Signature

Reid For

Printed Name

COO

Title

Covered Products

EXHIBIT “A”

GINGER SNAPS and GINGERBREAD COOKIES

Any and all Ginger Snap Cookies and Gingerbread Cookies manufactured, distributed, supplied, shipped, sold or offered for sale by Settling Defendant, D. F. Stauffer Biscuit Co., Inc., including, but not limited to, the following:

1. Stauffer’s Original Recipe Ginger Snaps, including but not limited to SKU No. 0-72320-12442-1;
2. Great Value Ginger Snaps, including but not limited to SKU No. 0-78742-06336-2;
3. Stauffer’s Iced Gingerbread Cookies, including but not limited to SKU No. 0-72320-12350-9;
4. Sprouts Iced Gingerbread Cookies, including but not limited to SKU No. 6-46670-31467-4.

LIGHTLY ICED ANIMAL COOKIES

Any and all Lightly Iced Animal Cookies manufactured, distributed, shipped, sold, or offered for sale by Settling Defendant, D.F. Stauffer Biscuit Co., Inc., including, but not limited to, the following:

Stauffer’s Animal Cookies – Iced, including but not limited to SKU No. 0-72320-13350-8.