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17 Attorneys for Plaintiff
18 Environmental Health Advocates, Inc.

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26 Attorneys for Defendant
27 STAR SNACKS CO., LLC

28 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
CITY AND COUNTY OF ALAMEDA – UNLIMITED JURISDICTION

ENVIRONMENTAL HEALTH
ADVOCATES, INC., a California
corporation,

Plaintiff,

vs.

SMART & FINAL, LLC, a Delaware
Corporation, STAR SNACKS CO., LLC., a
New Jersey corporation, and DOES 1 through
100,

Defendants.

Case No. RG20067555

[PROPOSED] CONSENT JUDGMENT

Date: May 5, 2021.

Time: 9:00 a.m.

Dept.: 25

Judge: Hon. James R. Reilly

Case Filed: July 14, 2020

Trial Date: None set

1 **1. INTRODUCTION**

2 **1.1 Parties**

3 This Consent Judgment ("Consent Judgment") is entered into by and between
4 Environmental Health Advocates, Inc. ("EHA" or "Plaintiff") and Star Snacks Co., LLC ("Star
5 Snacks" or "Defendant") with EHA and Star Snacks each sometimes individually referred to as a
6 "Party" and collectively referred to as the "Parties."

7 **1.2 Plaintiff**

8 EHA is a California corporation acting in the interest of the general public. EHA alleges
9 that it seeks to promote awareness of exposures to toxic chemicals and to improve human health
10 by reducing or eliminating hazardous substances contained in consumer products.

11 **1.3 Defendant**

12 Plaintiff alleges that Star Snacks employs ten or more individuals and is a "person in the
13 course of doing business" for purposes of the Safe Drinking Water and Toxic Enforcement Act of
14 1986, Health and Safety Code section 25249.6 et seq. ("Proposition 65").

15 **1.4 General Allegations**

16 EHA alleges that Star Snacks manufactures, imports, sells, and/or distributes for sale
17 roasted almonds that contain acrylamide and that Proposition 65 warnings are required for such
18 products sold in California unless they meet the acrylamide compliance level set forth herein.

19 EHA further alleges that Star Snacks has not provided warnings under Proposition 65 for
20 roasted almonds distributed and/or sold in California that do not meet the compliance level for
21 acrylamide set forth herein. Pursuant to Proposition 65, acrylamide is listed as a chemical known
22 to cause cancer and reproductive harm. Star Snacks denies that warnings are required under
23 Proposition 65 for any actual or alleged exposures to acrylamide in roasted almonds, and maintains
24 that it has complied with all applicable federal and state laws for all of its products, including but
25 not limited to Proposition 65, and that all of its products are completely safe for consumption.

26 **1.5 Notices of Violation**

27 On February 24, 2020, EHA served Smart & Final, LLC ("Smart & Final"), Amerifoods
28 Trading Co., Amerifoods Trading Company, LLC, the California Attorney General, and all

1 other required public enforcement agencies with a 60-Day Notice of Violation of Proposition 65
2 (the "Original Notice") alleging excess acrylamide in roasted almonds sold without a Proposition
3 65 warning in California. On May 20, 2020, EHA served Star Snacks, Smart & Final, the California
4 Attorney General, and all other required public enforcement agencies with an amended 60-Day
5 Notice of Violation of Proposition 65 (the "Amended Notice"). The Amended Notice alleges that
6 Star Snacks violated Proposition 65 by failing to warn consumers in California of alleged exposures
7 to acrylamide in roasted almonds. The Original Notice and the Amended Notice are referred to
8 collectively as the "Notices."

9 No public enforcer has commenced or is otherwise prosecuting an action to enforce the
10 violations alleged in the Notices.

11 **1.6 Product Description**

12 For purposes of this Consent Judgment the terms "Product" or "Products" are defined as all
13 name brand and private label roasted almonds containing acrylamide that are manufactured,
14 purchased, distributed, or sold by Star Snacks and which are sold in California.

15 **1.7 Other Releasees**

16 This Consent Judgment expressly encompasses all of the subject Products, whether sold in
17 California under Star Snacks' own brand name, or some other private label, at all grocery, retail,
18 and other locations and sales channels, as well as derivative products containing other ingredients
19 made with the Products.

20 **1.8 Complaints**

21 On July 13, 2020, EHA filed a Complaint against Smart & Final and Amerifoods Trading
22 Company for the alleged violations of Proposition 65 that are the subject of the Notices (the
23 "Complaint"). On August 20, 2020, EHA filed a First Amended Complaint substituting Star
24 Snacks for Amerifoods Trading Company (the "Amended Complaint").

25 **1.9 No Admission**

26 By stipulating to the entry of this Consent Judgment and agreeing to provide the relief and
27 remedies specified herein, Star Snacks does not admit that it has violated, or threatened to violate,
28 Proposition 65 or any other law or legal duty, and Star Snacks does not admit that the

1 chemical acrylamide in food poses any risk to human health. Other than for the purposes of this
2 Consent Judgment, Star Snacks also does not admit that it is subject to personal jurisdiction in
3 California, or that it is a “person in the course of doing business” in California for purposes of
4 Proposition 65. The Parties recognize that acrylamide is naturally formed when certain foods, such
5 as the almond products at issue in this case, are heated, and that levels of acrylamide formation are
6 due to a wide variety of factors. Star Snacks further notes that the U.S. Food & Drug
7 Administration has not advised people to stop eating any fried, roasted, or baked foods because of
8 the presence or alleged presence of acrylamide. Nothing in this Consent Judgment shall be
9 construed as an admission by Defendant of any fact, finding, issue of law, or violation of law; nor
10 shall compliance with this Consent Judgment constitute or be construed as an admission by
11 Defendant of any fact, finding, conclusion, issue of law or violation of law, such being specifically
12 denied by Defendant. However, this § 1.9 shall not diminish or otherwise affect the Parties’
13 obligations, responsibilities and duties under this Consent Judgment. Notwithstanding the
14 allegations in the Notices and Amended Complaint, Defendant maintains that it has not
15 manufactured, or caused to be manufactured, any products (including but not limited to the
16 Products) for sale in California in violation of Proposition 65.

17 **1.10 Jurisdiction**

18 For purposes of this Consent Judgment and the Amended Complaint only, Defendant
19 stipulates that this Court has jurisdiction over it as to the allegations in the Amended Complaint,
20 that venue is proper in the County of Alameda, and that the Court has jurisdiction to enter and
21 enforce the provisions of this Consent Judgment pursuant to Proposition 65 and Code of Civil
22 Procedure section 664.6.

23 **1.11 Effective Date; Compliance Date**

24 For purposes of this Consent Judgment, the term "Effective Date" means the date on which
25 notice of entry of this Consent Judgment by the Court is served upon Star Snacks. The "Compliance
26 Date" is the date that is six months after the Effective Date.

27 **2. INJUNCTIVE RELIEF**

28 2.1 Any Products that are manufactured by or for Star Snacks on and after the

1 Compliance Date that are thereafter sold in California, or distributed for sale in California, shall
2 not exceed 225 parts per billion (“ppb”) acrylamide on average, as set forth in this Section 2 (the
3 “Average Level”). As used in this Section 2.1, "distributed for sale in California" means to directly
4 ship a Product into California for sale in California or to sell a Product to a distributor that Star
5 Snacks knows will sell the Products in California.

6 **2.2 Testing**

7 (a) Compliance with the Average Level for acrylamide in the Products shall be
8 determined using LC-MS/MS (Liquid Chromatograph-Mass Spectrometry), GC/MS (Gas
9 Chromatography/Mass Spectrometry), or any other testing method agreed upon by the Parties or
10 used by an accredited laboratory for testing the concentration of acrylamide in food products. Any
11 testing for purposes of Section 2.1 shall be performed by any laboratory accredited by the State of
12 California, a federal agency, or a nationally and/or internationally recognized and/or accredited
13 organization.

14 (b) The Average Level for acrylamide in the Products shall be determined by randomly
15 selecting and testing, over no less than a ten-day period, one sample from at least five batches (or
16 from as many batches as are available if fewer than five) and a maximum of ten batches of Products
17 produced at locations that supply such Products to California (the "Sampling Data"). The
18 arithmetic mean and standard deviation for acrylamide levels in the Products shall be calculated
19 using the Sampling Data. Any individual test results for the Products that are part of the Sampling
20 Data that are more than three standard deviations higher than the arithmetic mean shall be discarded
21 once, and the arithmetic mean and standard deviation recalculated using the remaining test results
22 that are part of the Sampling Data. The arithmetic mean determined in accordance with this
23 procedure shall be deemed the "Average Level."

24 (c) Prior to the Compliance Date, Star Snacks shall arrange for testing acrylamide levels
25 in the Products under Section 2.2. No further testing shall be required under this Consent Judgment
26 unless Star Snacks changes its roasting methods for the Products approved by the California
27 Almond Board, at which point another round of testing consistent with Section 2.2 shall be
28 performed. Nothing shall prohibit Star Snacks from performing additional testing consistent

1 with Section 2.2, or to rebut any alleged breach pursuant to Section 11 of this Consent Judgment,
2 or otherwise in the ordinary course of its operations.

3 **2.3 Sell-Through Period**

4 Notwithstanding anything else in this Consent Judgment, the Products that were
5 manufactured prior to the Compliance Date shall be subject to the release provisions of Section
6 4.1, without regard to when such Products were, or are in the future, distributed or sold to
7 customers. As a result, the obligations in Section 2.1 do not apply to Products manufactured prior
8 to the Compliance Date.

9 **3. MONETARY SETTLEMENT TERMS**

10 **3.1 Settlement Amount**

11 In complete resolution of any claim for monetary relief of any kind related to the Plaintiff's
12 claims asserted in the Notices, the Amended Complaint, and this Consent Judgment, inclusive of
13 Plaintiff's attorney's fees and expenses, Star Snacks shall pay an all-inclusive total of fifty thousand
14 dollars (\$50,000)(the "Total Settlement Payment"). The Total Settlement Payment shall be
15 allocated between civil penalties in the amount of five thousand dollars (\$5,000) pursuant to Health
16 and Safety Code section 25249.7(b), and Plaintiff's attorney's fees and expenses in the amount of
17 forty-five thousand dollars (\$45,000) pursuant to Code of Civil Procedure section 1021.5.

18 **3.2 Civil Penalty**

19 The portion of the Total Settlement Payment attributable to civil penalties shall be allocated
20 according to Health and Safety Code section 25249.12(c)(l) and (d), with seventy-five percent
21 (75%) of the penalty paid to the California Office of Environmental Health Hazard Assessment
22 ("OEHHA") and the remaining twenty-five percent (25%) of the penalty paid to EHA.

23 All payments owed to EHA, shall be delivered to the following payment address within 14
24 days of the Effective Date:

25 Jake Schulte
26 Nicholas & Tomasevic LLP
27 225 Broadway, 19th Floor
28 San Diego, CA 92101

All payments owed to OEHHA (EIN: 68-0284486) shall be delivered directly to OEHHA

1 (Memo Line "Prop 65 Penalties") at the following addresses within 14 days of the Effective Date:

2 **For United States Postal Service Delivery:**

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

8 **For Non-United States Postal Service Delivery:**

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

14 Star Snacks agrees to provide EHA's counsel with a copy of the check payable to OEHHA,
15 simultaneous with its penalty payments to EHA.

16 The Parties, including EHA, will provide completed IRS 1099, W-9, or other forms as
17 required to facilitate timely payment hereunder. Relevant information for Nicholas & Tomasevic
18 LLP, and EHA are set out below:

- 19 • "Environmental Health Advocates" whose address and tax identification number
20 shall be provided within five (5) days after this Consent Judgment is fully executed by the Parties;
- 21 • "Nicholas & Tomasevic" (EIN: 46-3474065) at the address provided in Section 3.2;
22 And
- 23 • "Office of Environmental Health Hazard Assessment" at 1001 I Street, Sacramento,
24 CA 95814.

25 **3.3 Attorney's Fees and Costs**

26 The portion of the Total Settlement Payment attributable to cover all of Plaintiff's attorney's
27 fees and expenses of any kind shall be paid to EHA's counsel, as complete reimbursement and
28 resolution of any claim for Plaintiff's attorneys' fees, costs, or other expenses of any kind incurred
in connection with the Notices, the Amended Complaint, and this Consent Judgment, as a result of
activities including but not limited to investigating, testing, bringing this matter to Defendant's
attention, litigating, negotiating, and obtaining judicial approval of this Consent Judgment in the
public interest pursuant to Code of Civil Procedure § 1021.5, and any other statute or common

1 law of similar effect.

2 Star Snacks shall provide their payment to EHA's counsel in two checks, divided equally,
3 payable to Glick Law Group, PC (\$22,500) and Nicholas & Tomasevic, LLP (\$22,500)
4 respectively. The addresses for these two entities are:

5
6 Noam Glick
7 Glick Law Group
8 225 Broadway, 19th Floor
9 San Diego, CA 92101

10 Craig Nicholas
11 Nicholas & Tomasevic, LLP
12 225 Broadway, 19th Floor
13 San Diego, CA 92101

14 **3.4 Timing**

15 The above-mentioned checks will be issued within fourteen (14) days of the Effective Date.

16 **4. CLAIMS COVERED AND RELEASED**

17 **4.1 EHA's Public Release of Proposition 65 Claims**

18 This Consent Judgment is a full, final, and binding resolution between EHA, on behalf of
19 itself and its attorneys, investigators, agents, heirs, and assigns, and on behalf of the general public
20 in the public interest (collectively referred to as "EHA Releasers"), and Star Snacks and its parents,
21 subsidiaries, affiliated entities under common ownership, their directors, officers, principals,
22 agents, employees, attorneys, insurers, accountants, predecessors, successors, and assigns ("Star
23 Snacks Entities"), and each entity to whom Star Snacks directly or indirectly distributes, ships, or
24 sells the Products, including but not limited to downstream distributors, wholesalers, customers,
25 retailers (including, but not limited to, Smart & Final), franchisees, cooperative members,
26 licensees, licensors, and all of their owners, directors, officers, agents, principals, employees,
27 attorneys, insurers, accountants, representatives, predecessors, successors, and assigns
28 (collectively referred to as the "Releasees"), of all claims that have been or could have been asserted
under Proposition 65 for any actual or alleged exposures to acrylamide from the Products
manufactured, purchased, distributed, or sold by Star Snacks before the Compliance Date.
Compliance with the terms of this Consent Judgment constitutes compliance with Proposition 65

1 with respect to any exposures to acrylamide from Products manufactured, purchased, sold, or
2 distributed by Star Snacks on and after the Compliance Date.

3 **4.2 EHA's Individual Release of Claims**

4 EHA, in its individual capacity, on behalf of itself and the EHA Releasors, also waives all
5 rights to institute or participate in, directly or indirectly, any form of legal action, and discharges
6 and releases all claims, actions, causes of action (in law or in equity), suits, liabilities, demands,
7 obligations, damages, costs, fines, penalties, losses, expenses, and fees (including, but not limited
8 to, investigation fees, expert fees, and attorney's fees)(collectively, "Claims") as to all Releasees
9 under Proposition 65 or any other statutory or common law requirement for the alleged failure to
10 provide warnings for any exposures to acrylamide or any other listed chemical, or for causing any
11 actual or alleged exposures to acrylamide or any other listed chemical, in the Products and in any
12 other of Defendant's products that are manufactured, purchased sold, or distributed by Star Snacks
13 prior to the Compliance Date, excepting only the Galletas Gullon Digestif Classic product subject
14 to EHA's January 7, 2021 Proposition 65 60 day notice (Attorney General No. 2020 03539) served
15 on Star Snacks. The release in this Section 4.2 is effective as a full and final accord and satisfaction,
16 as a bar to all Claims of any nature, character or kind, whether known or unknown, or suspected or
17 unsuspected, excepting only the Galletas Gullon Digestif Classic product subject to EHA's January
18 7, 2021 Proposition 65 60-day notice (Attorney General No. 2020 03539) served on Star Snacks.
19 EHA acknowledges that it is familiar with Section 1542 of the California Civil Code, which
20 provides as follows:

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

26 Plaintiff, on behalf of itself, its past and current agents, representatives, attorneys, and
27 successors and/or assignees, expressly waives and relinquishes any and all rights and benefits that
28 they may have under, or that may be conferred upon them by, the provisions of California Civil
Code § 1542 as well as under any other state or federal statute or common law principle of similar

1 effect, to the fullest extent they may lawfully waive such rights or benefits pertaining to the released
2 matters.

3 **4.3 Star Snacks’ Release of EHA**

4 Star Snacks, on its own behalf, and on behalf of the Star Snacks Entities, hereby waives any
5 and all claims against EHA and its attorneys and other representatives, for any and all actions taken
6 or statements made by EHA and its attorneys and other representatives, whether in the course of
7 investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with
8 respect to the Products. The release in this Section 4.3 is effective as a full and final accord and
9 satisfaction, as a bar to all Claims of any nature, character or kind, whether known or unknown, or
10 suspected or unsuspected. Star Snacks acknowledges that it is familiar with Section 1542 of the
11 California Civil Code, which provides as follows:

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

16 Star Snacks understands and acknowledges the significance and consequence of this waiver
17 of California Civil Code section 1542.

18 4.4 Nothing in Section 4 affects or limits the right of any Party to enforce the terms of
19 this Consent Judgment.

20 **5. COURT APPROVAL**

21 This Consent Judgment is not effective until it is approved and entered by the Court and
22 shall be null and void if it is not approved and entered by the Court within one year after it has been
23 fully executed by the Parties, or by such additional time as the Parties may agree to in writing.

24 **6. SEVERABILITY**

25 Subsequent to the Court's approval and entry of this Consent Judgment, if any provision is
26 held by a court to be unenforceable, the validity of the remaining provisions shall not be adversely
27 affected.

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7. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the state of California and apply within the state of California.

8. NOTICE

Unless specified herein, all correspondence and notice required by this Consent Judgment shall be in writing and sent by: (i) personal delivery; (ii) first-class, registered, or certified mail, return receipt requested; or (iii) a recognized overnight courier to the following addresses:

For Star Snacks:

Rafie Miller
Star Snacks Co. LLC
111 Port Jersey Blvd.
Jersey City, NJ 07305

For EHA:

With copy to:

James Robert Maxwell

Rogers, Joseph, O'Donnell LLP
311 California Street, 10th Floor
San Francisco, CA 94104

Jake Schulte
Nicholas & Tomasevic, LLP
225 Broadway, 21st Floor
San Diego, CA 92101

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

9. COUNTERPARTS; FACSIMILE SIGNATURES

This Consent Judgment may be executed in counterparts and by signature through facsimile or portable document format (PDF), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. POST EXECUTION ACTIVITIES

EHA agrees to comply with the reporting form requirements referenced in Health and Safety Code section 25249.7(f). The Parties further acknowledge that, pursuant to Health and Safety Code section 25249.7(f), a noticed motion is required to obtain judicial approval of the settlement, which motion EHA shall draft and file. In furtherance of obtaining such approval, the Parties agree to mutually employ their best efforts, including those of their counsel, to support the

1 entry of this agreement as a judgment, and to obtain judicial approval of their settlement in a timely
2 manner. For purposes of this Section, "best efforts" shall include, at a minimum, supporting the
3 motion for approval, responding to any objection that any third-party may make, and appearing at
4 the hearing before the Court if so requested.

5 **11. ENFORCEMENT**

6 Prior to bringing any motion or order to show cause to enforce the terms of this Consent
7 Judgment, a Party seeking to enforce the Consent Judgment shall provide the other Party written
8 notice of the alleged violation. The Parties shall meet and confer for a minimum period of 30 days
9 in an effort to reach agreement on an appropriate cure for the alleged violation. EHA shall not
10 bring an enforcement action or institute a judicial proceeding or seek any other relief of any kind
11 if Star Snacks demonstrates that it has complied with the requirements of Section 2. Star Snacks
12 shall be able to rebut any alleged violation by performing and producing testing consistent with
13 Section 2.2 showing that the Average Level of acrylamide in the Products does not exceed 225
14 ppb.

15 Star Snacks is entitled to designate any such information provided hereunder as confidential
16 under an appropriate confidentiality agreement.

17 In the event that meet-and-confer efforts are unsuccessful, the Party alleging a violation
18 may initiate a judicial proceeding to enforce this Consent Judgment no earlier than 30 days after
19 issuing the written notice specified in Section 11. In the event that a Party initiates such a judicial
20 proceeding, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

21 **12. MODIFICATION**

22 **12.1 Modification.**

23 This Consent Judgment may be modified only by: (i) a written agreement of the Parties and
24 entry of a modified consent judgment thereon by the Court; or (ii) a successful motion or
25 application of any Party, and the entry of a modified consent judgment thereon by the Court.

26 **12.2 Notice; Meet and Confer.**

27 Any Party seeking to modify this Consent Judgment shall attempt in good faith to meet and
28 confer with the other Party prior to filing a motion to modify the Consent Judgment.

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12.3 Change in Proposition 65.

If Proposition 65 or its implementing regulations (including but not limited to the published "no significant risk level" for acrylamide set forth at Cal. Code Regs., tit. 27, section 25705, subdivision (c)(2) or any "alternative risk level" adopted by regulation or court decision) are changed from their terms as they exist on the date of entry of this Consent Judgment, or if OEHHA takes some other final regulatory action that determines that warnings for acrylamide are not required or modifies the standard for warnings for acrylamide, and if Star Snacks provides written notice of same to Plaintiff it may conform its compliance for the Products to such change. If Plaintiff disagrees with the notice provided by Defendant after an appropriate meet and confer, Defendant may seek to modify this Consent Judgment by petitioning the Court.

12.4 Other Court Decisions.

If a final decision of a court determines that warnings for acrylamide exposures or that enforcement of Proposition 65 claims for acrylamide exposures are preempted or otherwise unlawful or unconstitutional, and if Star Snacks provides written notice of same to Plaintiff it may conform its compliance for the Products to such court decision. If Plaintiff disagrees with the notice provided by Defendant after an appropriate meet and confer, then Star Snacks may move to modify this Consent Judgment to conform to such ruling in order to avoid unfair, inconsistent, or anti-competitive results.

12.5. Federal Agency Action and Preemption.

If a court of competent jurisdiction or an agency of the federal government, including, but not limited to, the U.S. Food and Drug Administration, states through any guidance, regulation or legally binding act that federal law has preemptive effect on any of the requirements of this Consent Judgment, and if Star Snacks provides written notice of same to Plaintiff it may conform its compliance for the Products to such federal law. If Plaintiff disagrees with the notice provided by Defendant after an appropriate meet and confer, Defendant may move to modify this Consent Judgment in accordance with the procedure for noticed motions set forth in Section 12.1 to bring it into compliance with or avoid conflict with federal law.

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12.6 Scientific Studies.

If an agency of the federal government, including, but not limited to the U.S. Food and Drug Administration, states through any guidance, regulation, or other legally binding act, following a review of scientific studies and following public notice and comment, a cancer potency estimate for acrylamide that equates to a no significant risk level higher than 0.2 micrograms per day, and if Star Snacks provides written notice of same to Plaintiff it may conform its compliance for the Products to such federal action. If Plaintiff disagrees with the notice provided by Defendant after an appropriate meet and confer, Star Snacks shall be entitled to seek a modification of this Consent Judgment.

12.7 Before filing any motion to modify this Consent Judgment, Star Snacks shall provide written notice to EHA to initiate the meet and confer procedure in Section 12.2. If the Parties do not agree on the proposed modification during informal meet and confer efforts, Star Snacks may file a motion to modify the Consent Judgment within sixty (60) days of the date of the written notice that Star Snacks provides to EHA under this Section 12.

13. JOINT PREPARATION

The Parties have jointly participated in the preparation of this Consent Judgment and this Consent Judgment is the result of the joint efforts of the Parties. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of the manner of the preparation of this Consent Judgment. Each Party to this Consent Judgment agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Consent Judgment and, in this regard, the Parties hereby waive California Civil Code § 1654.

14. RETENTION OF JURISDICTION

This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment. Notwithstanding the provisions of Section 12, nothing in this Consent Judgment limits or affects the Court's authority to modify this Consent Judgment as provided by law.

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15. AUTHORIZATION

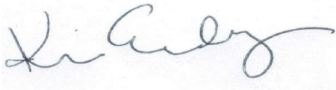
The undersigned are authorized to execute this Consent Judgment and acknowledge that they have read, understand, and agree to all of the terms and conditions contained herein.


AGREED TO:

AGREED TO:

Date: March 18, 2021.

Date: 3/18/2021

By: 
ENVIRONMENTAL HEALTH
ADVOCATES, INC.

By: 
STAR SNACKS

IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT