ENDORSED
FILED
ALAMEDA COUNTY

APR 22 2015

K. McCoy, Exec. Off./Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

UNLIMITED JURISDICTION

CENTER FOR ENVIRONMENTAL HEALTH, Plaintiff, v. KOOKABURRA LICORICE COMPANY, *et al.*, Defendants.	Case No. RG14733545 **[PROPOSED] CONSENT JUDGMENT AS TO TANGERINE CONFECTIONERY LTD.**

1. INTRODUCTION

1.1 The Parties to this Consent Judgment are the Center For Environmental Health, a California non-profit corporation ("CEH"), and Tangerine Confectionery Ltd. ("Settling Defendant"). Plaintiff and Settling Defendant are defined as the "Parties." The Parties enter into this Consent Judgment to settle certain claims asserted by CEH against Settling Defendants as set forth in the operative complaint (the "Complaint") in the above-captioned matter. This Consent

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Judgment covers confectionery licorice products sold or offered for sale by Settling Defendant that were or will be sold or offered for sale in the United States ("Licorice Products").

1.2 Beginning in late 2012 and continuing through the present, CEH has served multiple 60-day Notices of Violation under Proposition 65, alleging that entities including Settling Defendant violated Proposition 65 by exposing persons to lead and lead compounds ("Lead") contained in Licorice Products without first providing a clear and reasonable Proposition 65 warning.

1.3 Settling Defendant is a corporation that manufactures, distributes, sells or offers for sale Licorice Products which are made available by third parties for sale in the State of California.

1.4 On or about July 17, 2014, CEH filed the original Complaint in this matter.

1.5 For purposes of this Consent Judgment only, CEH and Settling Defendant (the "Parties") stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint based on the facts alleged therein with respect to Licorice Products manufactured, distributed, and/or sold by Settling Defendant.

1.6 Nothing in this Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument or defense the Parties may have in any other pending or future legal proceedings. This Consent Judgment is the product of negotiation and compromise and is accepted by the Parties solely for purposes of settling, compromising, and resolving issues disputed in this Action.

2. INJUNCTIVE RELIEF

2.1 **Reformulation Level.** The Reformulation Level for Licorice Products is 35 parts per billion ("ppb") or less of Lead by weight. Such concentrations shall be determined by use of a test using ICP-MS equipment with a level of detection of at least 20 ppb that meets standard laboratory QA/QC requirements ("Test Protocol").[1]

2.2 **Specification Notice to Vendors of Reformulation Level.** To the extent it has not already done so, no more than thirty (30) days after the date of entry of this Consent Judgment ("Effective Date"), if and when Settling Defendant purchases Licorice Products from a third party it shall provide the Reformulation Levels to each of its Licorice Product suppliers and shall instruct each such Licorice Products supplier to provide it with Licorice Product that do not exceed the Reformulation Levels. If during the next five (5) year period, Settling Defendant purchases Licorice Products from a third party that it has not previously provided with instructions regarding the Reformulation Levels, Settling Defendant shall provide the Reformulation Levels to the new Licorice Product supplier when placing an initial order for Licorice Products and instruct the new Licorice Product supplier to provide it with Licorice Products that do not exceed the Reformulation Levels. Settling Defendant shall retain records of communications sent to and received from suppliers that reflect its compliance with the communication requirements of this Section for a period of three (3) years and shall make such records available to CEH on reasonable request.

2.3 **Reformulation of Licorice Products:** After April 1, 2015, Settling Defendant shall not manufacture, purchase, ship, offer for sale or sell any Licorice Products that will be sold or offered for sale in California that do not meet the Reformulation Level. In addition, Settling Defendant and CEH agree that after April 1, 2015, Settling Defendant shall not ship, offer for sale or sell any Licorice Products that will be sold or offered for sale in United States outside California any Licorice Products that do not meet the Reformulation Level.

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[1] Sampling to assess compliance with the Reformulation Levels shall be based on testing of either an aggregate of all licorice contained in a single and discrete package, bag or box as is typically sold in retail, or the average results of any multiple test results from the same aggregate sample.

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2.4 **Alternative Licorice Product Compliance Requirements.** The Parties acknowledge that Settling Defendant is a company based in England that does not sell Licorice Products directly to consumers. As an alternative to the requirements of Sections 2.2 and 2.3, Settling Defendant may sell Licorice Products that do not meet the Reformulation Level provided that all of the following restrictions have been met.

2.4.1 Settling Defendant shall not sell, ship or cause to be shipped any Licorice Products that do not meet the Reformulation Level to a person or entity that is located in the United States;

2.4.2 Settling Defendant shall not sell any Licorice Products that do not meet the Reformulation Level to a person or entity that it knows or should know will export such Licorice Products to the United States;

2.4.3 Settling Defendant shall not sell any Licorice Products that do not meet the Reformulation Level unless the terms of trade, purchase orders or other sales documents or packaging are clearly notated in a manner likely to be read and understood by the purchaser with language stating that the Licorice Products that do not meet the Reformulation Level and are not to be sold or offered to sale to consumers located in California. The parties agree that the documents attached hereto as Exhibit C are compliant with this requirement., and that Tangerine shall continue to include the terms set forth in Exhibit C, or equivalent terms, in all of its written contracts with customers, with at least equal prominence with any other term of the Contract . Settling Defendant views the terms and conditions of its agreements with customers to be confidential. Settling Defendant has provided to CEH those Terms and Conditions in confidence. Settling Defendant agrees that the Terms and Conditions provided to CEH may be maintained in confidence by attorneys for CEH, and may be used solely for purposes of enforcing this Consent Judgment.

2.5 **Good Faith Commitment to Further Lead Reduction**: During the three (3) years following the Effective Date, Settling Defendant shall continue in good faith to attempt to further reduce the Lead content of its Licorice Products until such Licorice Products have a

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consistent Lead content of less than 13 ppb. These efforts shall include, at a minimum, efforts to further adjust recipes and formulas that will reduce Lead content in finished Licorice Products and attempts to secure Licorice Product ingredients with lower Lead content.

3. ENFORCEMENT

3.1 **General Enforcement Provisions.** CEH may, by motion or application for an order to show cause before this Court, enforce the terms and conditions contained in this Consent Judgment. Any action to enforce alleged violations of Section 2.3 by Settling Defendant shall be brought exclusively pursuant to this Section 3, and as applicable be subject to the meet and confer requirement of Section 3.2.4.

3.2 **Enforcement of Reformulation Commitment.**

3.2.1 **Notice of Violation.** In the event that, at any time following the relevant dates set out in Section 2.3, CEH identifies a Licorice Product manufactured, distributed, or sold by Settling Defendant for which CEH has laboratory test results showing that Settling Defendant violated Section 2.3, CEH may issue a Notice of Violation pursuant to this Section.

3.2.2 **Service of Notice of Violation and Supporting Documentation.**

3.2.2.1 Subject to Section 3.2.1, the Notice of Violation shall be sent to the person(s) identified in Exhibit A to receive notices for Settling Defendant, and must be served within 45 days of the date the Licorice Products at issue were purchased or otherwise acquired by CEH, provided, however, that CEH may have up to an additional 45 days to send the Notice of Violation if, notwithstanding CEH's good faith efforts, the test data required by Section 3.2.2.2 below cannot be obtained by CEH from its laboratory before expiration of the initial 45 day period.

3.2.2.2 The Notice of Violation shall, at a minimum, set forth: (a) the date the alleged violation was observed, (b) the location at which the Licorice Products were offered for sale, (c) a description of the Licorice Products giving rise to the alleged violation, including the name and address of the retail store where the sample was obtained and if available information

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that identifies the product lot, such as the "best by" or "sell by" date, and (d) all test data[2] obtained by CEH regarding the Licorice Products and supporting documentation sufficient for validation of the test results, including any laboratory reports, quality assurance reports and quality control reports associated with testing of the Licorice Products. Such Notice of Violation shall be based upon the Test Protocol. Wipe, swipe, swab and X-ray fluorescence testing are not sufficient to support a Notice of Violation. As an alternative, CEH may rely on testing conducted and published by the California Department of Public Health ("CDPH") to support a Notice of Violation, so long as CEH first obtains a full description of the Licorice Product tested, including any information that is available from CDPH that would identify the product lot, such as a "best by" or "sell by" date, and makes a good faith attempt to obtain information on the location at which the Licorice Product was offered for sale, and the date the product was obtained by CDPH. CEH shall share any such information with Settling Defendant. Should CEH be unable to obtain any such information, Settling Defendant shall contact CDPH and request such information and shall share such information with CEH upon receipt from CDPH.

3.2.3 **Notice of Election of Response.** No more than 30 days after service of a Notice of Violation, Settling Defendant shall provide written notice to CEH whether it elects to contest the allegations contained in a Notice of Violation ("Notice of Election"). Failure to provide a Notice of Election within 30 days of service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.

3.2.3.1 If a Notice of Violation is contested, the Notice of Election shall include all then-available documentary evidence regarding the alleged violation, including all test data, if any. If Settling Defendant or CEH later acquires additional test or other data regarding the alleged violation, it shall notify the other party and promptly provide all such data or information to the party. Any test data used to contest a Notice of Violation shall meet the criteria of Section 3.2.2.2. If Settling Defendant contends that the Licorice Product allegedly sold in violation of Section 2.3 was alternatively complaint with Section 2.4, it shall provide all evidence supporting

[2] To support a Notice of Violation, CEH shall provide a minimum of two tests per Notice of Violation.

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such alleged compliance including all documents regarding the sale of such Licorice Products and information on the complete chain of distribution for such Licorice Products with the Notice of Election.

3.2.4 **Meet and Confer.** If a Notice of Violation is contested, CEH and Settling Defendant shall meet and confer to attempt to resolve their dispute. Within 30 days of serving a Notice of Election contesting a Notice of Violation, and if no enforcement action or application has been filed by CEH pursuant to Section 3.1, Settling Defendant may withdraw the original Notice of Election contesting the violation and serve a new Notice of Election conceding the violation, provided however Settling Defendant shall pay $2,500 in addition to any payment required under this Consent Judgment. At any time, CEH may withdraw a Notice of Violation, in which case for purposes of this Section 3.2 the result shall be as if CEH never issued any such Notice of Violation. If no informal resolution of a Notice of Violation results within 30 days of a Notice of Election to contest, CEH may file an enforcement motion or application pursuant to Section 3.1. In any such proceeding, CEH may seek whatever fines, costs, penalties, attorneys' fees or other remedies are provided by law for failure to comply with the Consent Judgment.

3.2.5 **Non-Contested Matters.** If Settling Defendant elects not to contest the allegations in a Notice of Violation, it shall identify on a confidential basis to CEH (by proper name, address of principal place of business and telephone number) the person or entity that sold the Licorice Products to Settling Defendant and the manufacturer and other entities in the chain of distribution of the Licorice Product, provided that such information is reasonably available. In addition, Settling Defendant shall undertake corrective action and make payments, if any, as set forth below.

3.2.5.1 If the test data provided by CEH in support of the Notice of Violation reports a Lead content in a Licorice Product above the Reformulation Level but less than 70 ppb, then Settling Defendant shall take the following corrective action and make the following payments, if any:

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(a) Settling Defendant shall include in its Notice of Election a detailed description with supporting documentation of the corrective action that it has undertaken or proposes to undertake to address the alleged violation. Any such correction shall, at a minimum, provide reasonable assurance that Settling Defendant has stopped selling or offering for sale all Licorice Products that will be offered for sale to California consumers having the same lot number or lot identifier, such as "best by" or "sell by" date, as that of the Licorice Products identified in CEH's Notice of Violation. Settling Defendant shall make available to CEH for inspection and/or copying records and correspondence regarding the corrective action. If there is a dispute over the corrective action, Settling Defendant and CEH shall meet and confer pursuant to Section 3.2.4 before seeking any remedy in court. Provided, that in no case shall Plaintiffs issue more than one NOV per manufacturing lot of Licorice Products.

(b) If the Notice of Violation is the first or second Notice of Violation received by Settling Defendant under Section 3.2.5.1 that was not successfully contested or withdrawn, no payment shall be required by that Settling Defendant. If the Notice of Violation is the third, fourth or fifth Notice of Violation received by Settling Defendant under Section 3.2.5.1 that was not successfully contested or withdrawn, then Settling Defendant shall pay $2,500 for each Notice of Violation. If Settling Defendant has received more than five Notices of Violation under Section 3.2.5.1 that were not successfully contested or withdrawn, then Settling Defendant shall pay $5,000 for each subsequent Notice of Violation. If Settling Defendant produces with its Notice of Election Test Data from the manufacturer or supplier of the Licorice Product that: (i) was conducted prior to the date CEH purchased the Licorice Product that is the subject of the Notice of Violation; (ii) was conducted on Licorice Product that was from the same manufacturing lot as the Licorice Product that is the subject of the Notice of Violation; and (iii) demonstrates Lead levels below the Reformulation Level, then any payment under this Section shall be decreased by fifty percent.

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(c) Notwithstanding Section 3.2.5.1(b), if the Notice of Violation was based on a Licorice Product that was not sold at retail to a person or entity located in California, there shall be no payment pursuant to this Section 3.

3.2.5.2 If the test data provided by CEH in support of the Notice of Violation reports a Lead content in a Licorice Product of more than 70 ppb, then Settling Defendant shall take the following corrective action and make the following payments:

(a) Settling Defendant shall include in its Notice of Election a detailed description with supporting documentation of the corrective action that it has undertaken or proposes to undertake to address the alleged violation. Any such correction shall, at a minimum, provide reasonable assurance that Settling Defendant has stopped selling or offering for sale all Licorice Products that will be offered for sale to California consumers having the same lot number or lot identifier, such as "best by" or "sell by" date, as that of the Licorice Products identified in CEH's Notice of Violation. In addition, such correction shall indicate additional steps that Settling Defendant has undertaken to ensure that in the future Licorice Products that it sells that do not comply with the reformulation Levels will not be made available for sale to California residents. Settling Defendant shall keep and make available to CEH for inspection and copying records and correspondence regarding the market withdrawal and destruction of the Noticed Licorice Products. If there is a dispute over the corrective action, Settling Defendant and CEH shall meet and confer before seeking any remedy in court. In no case shall Plaintiff issue more than one NOV per manufacturing lot of Licorice Product.

(b) If the Notice of Violation is the first Notice of Violation received by Settling Defendant under Section 3.2.5.2 that was not successfully contested or withdrawn, then no payment shall be required by Settling Defendant. If the Notice of Violation is the second, third or fourth Notice of Violation received by Settling Defendant under Section 3.2.5.2 that was not successfully contested or withdrawn, then Settling Defendant shall pay $8,000 for each Notice of Violation. If Settling Defendant has received more than four Notices of Violation under Section 3.2.5.2 that were not successfully contested or withdrawn, then Settling

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Defendant shall pay $12,000 for each Notice of Violation. If Settling Defendant produces with its Notice of Election Test Data from the manufacturer or supplier of the Licorice Product that: (i) was conducted prior to the date CEH purchased the Licorice Product that is the subject of the Notice of Violation; (ii) was conducted on Licorice Product that was from the same manufacturing lot as the Licorice Product that is the subject of the Notice of Violation; and (iii) demonstrates Lead levels below the Reformulation Level, then any payment under this Section shall be decreased by fifty percent.

3.2.6 **Payments.** Any payments under Section 3.2 shall be made by check payable to the "Lexington Law Group" and shall be paid within 30 days of service of a Notice of Election triggering a payment and which shall be used as reimbursement for costs for investigating, preparing, sending and prosecuting Notices of Violation, and to reimburse attorneys' fees and costs incurred in connection with these activities.

3.2.7 **Repeat Violations**. If Settling Defendant has received four or more Notices of Violation that were not successfully contested or withdrawn in any 12-month period then, at CEH's option, CEH may seek whatever fines, costs, penalties, attorneys' fees or other remedies that are provided by law for failure to comply with the Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling Defendant for at least 30 days to determine if Settling Defendant and CEH can agree on measures that Settling Defendant can undertake to prevent future violations.

4. PAYMENTS

4.1 **Payments by Settling Defendants.** Within five (5) days of the entry of this Consent Judgment, payment shall be made in the amount provided for Settling Defendant on Exhibit A as further set forth in this Section.

4.2 **Allocation of Payments.** The total settlement amount for Settling Defendant shall be paid in three separate checks in the amounts specified on Exhibit A and delivered to the offices of the Lexington Law Group (Attn: Eric S. Somers), 503 Divisadero Street, San Francisco, California 94117. Any failure by a Settling Defendant to comply with the payment terms herein

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shall be subject to a stipulated late fee in the amount of $100 for each day after the delivery date the payment is received. The late fees required under this Section shall be recoverable, together with reasonable attorneys' fees, in an enforcement proceeding brought pursuant to Section 3 of this Consent Judgment. The funds paid by Settling Defendant shall be allocated as set forth on Exhibit A for Settling Defendant between the following categories and made payable as follows:

4.2.1 A civil penalty pursuant to Health & Safety Code § 25249.7(b). CEH shall apportion this payment in accordance with Health & Safety Code § 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health Hazard Assessment). Accordingly, the civil penalty payment check for the amount designated on Exhibit A as Civil Penalty shall be made payable to the "Center for Environmental Health" and associated with taxpayer identification number 94-3251981.

4.2.2 A payment in lieu of civil penalty to CEH pursuant to Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3203(b). CEH shall use such funds to continue its work educating and protecting people from exposures to toxic chemicals, including heavy metals. In addition, as part of its Community Environmental Action and Justice Fund, CEH will use four percent of such funds to award grants to grassroots environmental justice groups working to educate and protect people from exposures to toxic chemicals. The method of selection of such groups can be found at the CEH web site at www.ceh.org/justicefund. The payment pursuant to this Section shall be made payable to the Center For Environmental Health and associated with taxpayer identification number 94-3251981.

4.2.3 A reimbursement of a portion of CEH's reasonable attorneys' fees and costs. The attorneys' fees and costs reimbursement check shall be made payable to the Lexington Law Group and associated with taxpayer identification number 94-3317175.

5. MODIFICATION AND DISPUTE RESOLUTION

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

5.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment shall attempt in good faith to meet and confer with all affected Parties prior to filing a motion to modify the Consent Judgment.

6. CLAIMS COVERED AND RELEASE

6.1 This Consent Judgment is a full, final and binding resolution between CEH on behalf of itself and the public interest and Settling Defendant, and its parents, subsidiaries, affiliated entities that are under common ownership, directors, officers, employees, shareholders and their successors and assigns, and attorneys ("Defendant Releasees"), and all entities other than those listed in Exhibit B to which a Settling Defendant distributes or sells Licorice Products, including but not limited to distributors, wholesalers, customers, retailers, re-packagers, franchisees, licensors and licensees ("Downstream Releasees"), of any violation of Proposition 65 based on failure to warn about alleged exposure to Lead contained in Licorice Products that were sold by a Settling Defendant prior to the Effective Date.

6.2 CEH, acting in the public interest, releases, waives, and forever discharges any and all claims against Settling Defendant, Defendant Releasees, and Downstream Releasees arising from any violation of Proposition 65 that has been or could have been asserted regarding the failure to warn about exposure to Lead arising in connection with Licorice Products manufactured, distributed or sold by a Settling Defendant prior to the Effective Date.

6.3 CEH, for itself only, releases, waives, and forever discharges any and all claims against Settling Defendant, Defendant Releasees, and Downstream Releasees arising from any violation of Proposition 65 or any other statutory or common law claim that has been or could have been asserted regarding the failure to warn about exposure to Lead arising in connection with Licorice Products manufactured, distributed or sold by a Settling Defendant prior to the Effective Date.

6.4 Compliance with the terms of this Consent Judgment by Settling Defendant and Defendant Releasees shall constitute compliance with Proposition 65 by such Settling Defendant and Defendant Releasees with respect to any alleged failure to warn about Lead in Licorice

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Products manufactured, distributed or sold by Settling Defendant after the Effective Date.

6.5 Nothing in this Consent Judgment affects CEH's right to commence or prosecute an action under Proposition 65 against any person other than a Settling Defendant, Defendant Releasees, or Downstream Releasees. Nothing in this Consent Judgment affects CEH's right to commence or prosecute an action under Proposition 65 against a Settling Defendant related to exposure to Lead from Licorice Products that do not meet the Reformulation Levels after the dates set out in Section 2.3.

7. PROVISION OF NOTICE

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

Eric S. Somers
Lexington Law Group
503 Divisadero Street
San Francisco, CA 94117
esomers@lexlawgroup.com

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

Jeffrey T. Bolson
Cochran, Davis & Associates, P.C.
36 Malaga Cove Plaza, Suite 206
Palos Verdes Estates, CA 90274
jeff@cochranlaw1.com

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

8. COURT APPROVAL

8.1 This Consent Judgment shall become effective on the Effective Date. CEH shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant shall support approval of such Motion.

8.2 If this Consent Judgment is not entered by the Court, it shall be of no force or effect and shall not be introduced into evidence or otherwise used in any proceeding for any

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purpose, other than to allow the Court to determine if there was a material breach of Section 8.1.

9. GOVERNING LAW AND CONSTRUCTION

9.1 The terms of this Consent Judgment shall be governed by the laws of the State of California.

10. ATTORNEYS' FEES

10.1 A Party who unsuccessfully brings or contests an action arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable attorneys' fees and costs unless the unsuccessful Party has acted with substantial justification. For purposes of this Consent Judgment, the term substantial justification shall carry the same meaning as used in the Civil Discovery Act of 1986, Code of Civil Procedure §§2016.010, *et seq.*

10.2 Notwithstanding Section 10.1, a Party who prevails in a contested enforcement action brought pursuant to Section 3 may seek an award of attorneys' fees pursuant to Code of Civil Procedure §1021.5 against a Party that acted with substantial justification. The Party seeking such an award shall bear the burden of meeting all of the elements of §1021.5, and this provision shall not be construed as altering any procedural or substantive requirements for obtaining such an award.

10.3 Nothing in this Section 10 shall preclude a party from seeking an award of sanctions pursuant to law.

11. ENTIRE AGREEMENT

11.1 This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related thereto, if any, are hereby merged herein and therein. There are no warranties, representations, or other agreements between the Parties except as expressly set forth herein. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Consent Judgment have been made by any Party hereto. No other agreements not specifically contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically

contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto only to the extent that they are expressly incorporated herein. No supplementation, modification, waiver, or termination of this Consent Judgment shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall such waiver constitute a continuing waiver.

12. RETENTION OF JURISDICTION

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

13. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

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

14. NO EFFECT ON OTHER SETTLEMENTS

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

15. EXECUTION IN COUNTERPARTS

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

IT IS SO ORDERED, ADJUDGED, AND DECREED

Dated: APR 22 2015

Wynne Carvill

Judge of the Superior Court of the State of California

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IT IS SO STIPULATED:

Dated: December 2, 2014	**CENTER FOR ENVIRONMENTAL HEALTH** By Charles Piziano Printed Name Associate Director Title

Dated: _____, 2014	**TANGERINE CONFECTIONERY, LTD.** By Printed Name Title

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IT IS SO STIPULATED:

Dated: _____, 2014	**CENTER FOR ENVIRONMENTAL HEALTH** _____ By _____ Printed Name _____ Title

Dated: 26th Nov, 2014	**TANGERINE CONFECTIONERY, LTD.** P. Sanders By PETER SANDERS Printed Name TECHNICAL DIRECTOR Title

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EXHIBIT A
Settling Defendant

Settling Defendant: Tangerine Confectionery, Ltd.

1. **Defendant's Settlement Payment and Allocation:**

Total Settlement Payment	$67,500
Civil Penalty	$ 8,930
Payment in Lieu of Civil Penalty	$13,400
Attorneys' Fees and Costs	$45,170

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EXHIBIT B

LIST OF ENTITIES NOT SUBJECT TO DOWNSTREAM RELEASE

Amazon.com, Inc.

Aria Candy LLC

Buisson, Inc.

Candy Crate

Candy Direct.com

Cloetta A.B.

Cloetta Holland B.V.

CVS Pharmacy, Inc.

Ercus Group

Gerrit J. Verburg Co.

Grupo Ercus, S.A. de C.V.

In-Store Distributors, Inc.

John Sommer, Inc.

King Regal, SA

Kookaburra Licorice Co.

L.T. Miller Factory

New Zealand Natural Goods, Inc.

Quill Corporation

Staples, Inc.

The Hershey Company

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EXHIBIT C

Approved "Not For Sale In California" Language

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1.1 **Products are Not for Sale or Resale in the State of California, United States of America (USA)**
The Customer shall not sell or purport to sell any Products in the State of California, USA, by way of direct sales to consumers or reselling to any distributor, retailer, agent or third party for ultimate sale in California. In addition, the Customer shall:

(a) include in all sales documents that the Product is not to be sold in the State of California;

(b) where it is re-packaging the Product, state the following notice on the exterior of all Packaging : "*Notice: This Product is not Intended for Sale to Consumers in the State of California, U.S.A.*" in bold typeface and size at least equal to other shipping instructions; and

(c) under no circumstances re-package Products shipped by the Company in any Packaging intended for retail sales.