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

CENTER FOR ENVIRONMENTAL HEALTH,)
Plaintiff,)
v.)
GOYA FOODS OF CALIFORNIA, INC., *et*)
al.,)
Defendants.)

Case No. RG 17-870238
**[PROPOSED] CONSENT JUDGMENT
AS TO GOLDEN FORTUNE IMPORT
& EXPORT CORP.**

1. DEFINITIONS

1.1 The “Complaint” means the operative First Amended Complaint in the above-captioned matter.

1.2 “Covered Products” means fried or baked potato or sweet potato based snack food products, including Sliced Chips and Extruded Products (as defined below). An initial list of the Covered Products divided by Sliced Chips and Extruded Products is attached as Exhibit A hereto.

1.3 “Sliced Chips” means sliced potato chips and sliced sweet potato chips.

1 1.4 “Extruded Products” means all Covered Products other than Sliced Chips. It is the
2 Parties’ intent that the Extruded Products referenced in this Consent Judgment are the kind of
3 products falling within Type 4 in the “extruded, pellet, and baked products” category in the
4 Consent Judgment as to Defendant Snak King Corporation, entered August 31, 2011, in *People v.*
5 *Snyder’s of Hanover, et al.*, Alameda County Superior Court Case No. RG 09-455286.¹

6 1.5 “Effective Date” means the date on which the Court approves and enters this
7 Consent Judgment.

8 **2. INTRODUCTION**

9 2.1 The Parties to this Consent Judgment are the Center for Environmental Health, a
10 California non-profit corporation (“CEH”), and Golden Fortune Import & Export Corp. (“Settling
11 Defendant”). CEH and Settling Defendant (the “Parties”) enter into this Consent Judgment to
12 settle certain claims asserted by CEH against Settling Defendant as set forth in the Complaint.

13 2.2 On or about March 9, 2018, CEH provided a 60-day Notice of Violation of
14 Proposition 65 to the California Attorney General, to the District Attorneys of every county in
15 California, to the City Attorneys of every California city with a population greater than 750,000,
16 and to Settling Defendant, alleging that Settling Defendant violated Proposition 65 by exposing
17 persons in California to acrylamide contained in Covered Products without first providing a clear
18 and reasonable Proposition 65 warning (the “Notice”).

19 2.3 Settling Defendant is a corporation or other business entity that manufactures,
20 distributes, sells, or offers for sale Covered Products that are sold in the State of California or has
21 done so at times relevant to the Complaint.

22 2.4 On August 3, 2017, CEH filed the initial complaint in the above-captioned matter.
23 On August 17, 2017, CEH filed the Complaint. On or about May 22, 2018, CEH amended the
24 Complaint to name Settling Defendant as a party.

25 2.5 For purposes of this Consent Judgment only, the Parties stipulate that this Court

26 ¹ These products are referred to as “Group C, Type 4” products in Exhibit A to the Snak King Consent
27 Judgment, which is available on the Attorney General’s website at <https://oag.ca.gov/prop65/litigation>.

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

7 2.6 Nothing in this Consent Judgment is or shall be construed as an admission by the
8 Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with
9 the Consent Judgment constitute or be construed as an admission by the Parties of any fact,
10 conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall
11 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
12 other pending or future legal proceedings. This Consent Judgment is the product of negotiation
13 and compromise and is accepted by the Parties solely for purposes of settling, compromising, and
14 resolving issues disputed in this action. Settling Defendant denies the allegations contained in the
15 Notice and Complaint and nothing in this Consent Judgment shall be construed as an admission
16 of liability by Settling Defendant.

17 **3. INJUNCTIVE RELIEF**

18 3.1 **Reformulation of Covered Products.** Upon the Effective Date, Settling
19 Defendant shall not purchase, manufacture, ship, sell, or offer for sale Covered Products that will
20 be sold or offered for sale in California that exceed the following acrylamide concentration
21 levels, such concentration to be determined by use of a test performed by an accredited laboratory
22 using either GC/MS (Gas Chromatograph/Mass Spectrometry), LC-MS/MS (Liquid
23 Chromatograph-Mass Spectrometry), or any other testing method agreed upon by the Parties:

24 3.1.1 For Sliced Chips:

25 3.1.1.1 The average acrylamide concentration shall not exceed 281
26 parts per billion (“ppb”) by weight (the “Sliced Chips Average Level”). The Sliced Chips
27 Average Level is determined by randomly selecting and testing at least 1 sample each from 5

1 different lots of a particular type of Covered Product that is a Sliced Chip (or the maximum
2 number of lots available for testing if less than 5) during a testing period of at least sixty (60)
3 days.

4 3.1.1.2 The acrylamide concentration of any individual unit of Sliced
5 Chips shall not exceed 350 ppb by weight, based on a representative composite sample taken
6 from the individual unit being tested (the “Sliced Chips Unit Level”).

7 3.1.2 For Extruded Products:

8 3.1.2.1 The average acrylamide concentration shall not exceed 350 ppb
9 by weight (the “Extruded Products Average Level”). The Extruded Products Average Level is
10 determined by randomly selecting and testing at least 1 sample each from 5 different lots of a
11 particular type of Covered Product that is an Extruded Product (or the maximum number of lots
12 available for testing if less than 5) during a testing period of at least sixty (60) days.

13 3.1.2.2 The acrylamide concentration of any individual unit of
14 Extruded Products shall not exceed 490 ppb by weight, based on a representative composite
15 sample taken from the individual unit being tested (the “Extruded Products Unit Level”).

16 4. ENFORCEMENT

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

22 4.2 **Enforcement of Reformulation Commitment.**

23 4.2.1 Notice of Violation. In the event that CEH purchases a Covered Product
24 in California that was sold or offered for sale by Settling Defendant with a best-by or sell-by (or
25 equivalent) date more than six (6) months after the Effective Date, and for which CEH has
26 laboratory test results showing that the Covered Product exceeds the applicable Unit Level, CEH
27 may issue a Notice of Violation pursuant to this Section.

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1 4.2.2 Service of Notice of Violation and Supporting Documentation.

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

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

18 4.2.3 Notice of Election of Response. No more than thirty (30) days after
19 effectuation of service of a Notice of Violation, Settling Defendant shall provide written notice to
20 CEH whether they elect to contest the allegations contained in a Notice of Violation (“Notice of
21 Election”). Failure to provide a Notice of Election within thirty (30) days of effectuation of
22 service of a Notice of Violation shall be deemed an election to contest the Notice of Violation.
23 Upon notice to CEH, Settling Defendant may have up to an additional sixty (60) days to elect if,
24 notwithstanding Settling Defendant’s good faith efforts, Settling Defendant is unable to verify the
25 test data provided by CEH before expiration of the initial thirty (30) day period.

26 4.2.3.1 If a Notice of Violation is contested, the Notice of Election shall
27 include all documents upon which Settling Defendant is relying to contest the alleged violation,

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1 including all available test data. If Settling Defendant or CEH later acquires additional test or
2 other data regarding the alleged violation during the meet and confer period described in Section
3 4.2.4, they shall notify the other Party and promptly provide all such data or information to the
4 Party unless either the Notice of Violation or Notice of Election has been withdrawn.

5 4.2.4 Meet and Confer. If a Notice of Violation is contested, CEH and Settling
6 Defendant shall meet and confer to attempt to resolve their dispute. Within thirty (30) days of
7 serving a Notice of Election contesting a Notice of Violation, Settling Defendant may withdraw
8 the original Notice of Election contesting the violation and serve a new Notice of Election to not
9 contest the violation, provided, however, that, in this circumstance, Settling Defendant shall pay
10 \$2,500 in addition to any other payment required under this Consent Judgment. At any time,
11 CEH may withdraw a Notice of Violation, in which case for purposes of this Section 4.2 the
12 result shall be as if CEH never issued any such Notice of Violation. If no informal resolution of a
13 Notice of Violation results within thirty (30) days of a Notice of Election to contest, CEH may
14 file an enforcement motion or application pursuant to Section 4.1. In any such proceeding, CEH
15 may seek whatever fines, costs, penalties, attorneys' fees, or other remedies are provided by law
16 for an alleged failure to comply with the Consent Judgment.

17 4.2.5 Non-Contested Notices. If Settling Defendant elects to not contest the
18 allegations in a Notice of Violation, it shall undertake corrective action(s) and make payments, if
19 any, as set forth below.

20 4.2.5.1 Settling Defendant shall include in its Notice of Election a detailed
21 description with supporting documentation of the corrective action(s) that they have undertaken
22 or propose to undertake to address the alleged violation. Any such correction shall, at a
23 minimum, provide reasonable assurance that all Covered Products having the same lot number as
24 that of the Covered Product identified in CEH's Notice of Violation (the "Noticed Covered
25 Products") will not be thereafter sold in California or offered for sale to California customers by
26 Settling Defendant, and that Settling Defendant has sent instructions to any retailers or customers
27 that offer the Noticed Covered Products for sale to cease offering the Noticed Covered Products
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1 for sale to California consumers and to return all such Noticed Covered Products to Settling
2 Defendant if Settling Defendant has reason to believe the Noticed Covered Products are still
3 offered for sale to California consumers. Settling Defendant shall keep for a period of one year
4 and make available to CEH upon reasonable notice (which shall not exceed more than one
5 request per year) for inspection and copying records of any correspondence regarding the
6 foregoing. If there is a dispute over the corrective action, Settling Defendant and CEH shall meet
7 and confer before seeking any remedy in court. In no case shall CEH issue more than one Notice
8 of Violation per manufacturing lot of a type of Covered Product, nor shall CEH issue more than
9 two Notices of Violation in the first calendar year following the Effective Date.

10 4.2.5.2 If the Notice of Violation is the first, second, third, or fourth Notice
11 of Violation received by Settling Defendant under Section 4.2.1 that was not successfully
12 contested or withdrawn, then Settling Defendant shall pay \$15,000 for each Notice of Violation.
13 If Settling Defendant has received more than four (4) Notices of Violation under Section 4.2.1
14 that were not successfully contested or withdrawn, then Settling Defendant shall pay \$25,000 for
15 each Notice of Violation. If Settling Defendant produces with its Notice of Election test data for
16 the Covered Product that: (i) was conducted prior to the date CEH gave Notice of Violation;
17 (ii) was conducted on the same type of Covered Product; and (iii) demonstrates acrylamide levels
18 below the applicable Unit Level, then any payment under this Section shall be reduced by 100
19 percent (100%) for the first Notice of Violation, by seventy-five percent (75%) for the second
20 Notice of Violation, and by fifty percent (50%) for any subsequent Notice of Violation. In no
21 case shall Settling Defendant be obligated to pay more than \$100,000 for all Notices of Violation
22 not successfully contested or withdrawn in any calendar year irrespective of the total number of
23 Notices of Violation issued.

24 4.2.6 Payments. Any payments under Section 4.2 shall be made by check
25 payable to the “Lexington Law Group” and shall be paid within thirty (30) days of service of a
26 Notice of Election triggering a payment and shall be used as reimbursement for costs for
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1 investigating, preparing, sending, and prosecuting Notices of Violation, and to reimburse
2 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 two (2) year period then, at CEH's option, CEH may seek whatever fines,
6 costs, penalties, attorneys' fees, or other remedies that are provided by law for failure to comply
7 with the Consent Judgment. Prior to seeking such relief, CEH shall meet and confer with Settling
8 Defendant for at least thirty (30) days to determine if Settling Defendant and CEH can agree on
9 measures that Settling Defendant can undertake to prevent future alleged violations.

10 **5. PAYMENTS**

11 **5.1 Payments by Settling Defendant.** Within ten (10) calendar days of the Effective
12 Date, Settling Defendant shall pay the total sum of \$25,000 as a settlement payment as further set
13 forth in this Section.

14 **5.2 Allocation of Payments.** The total settlement amount shall be paid in four (4)
15 separate checks in the amounts specified below and delivered as set forth below. Any failure by
16 Settling Defendant to comply with the payment terms herein shall be subject to a stipulated late
17 fee to be paid by Settling Defendant to CEH in the amount of \$75 for each day the full payment is
18 not received after the payment due date set forth in Section 5.1. The late fees required under this
19 Section shall be recoverable, together with reasonable attorneys' fees, in an enforcement
20 proceeding brought pursuant to Section 4 of this Consent Judgment. The funds paid by Settling
21 Defendant shall be allocated as set forth below between the following categories and made
22 payable as follows:

23 **5.2.1** \$4,075 as a civil penalty pursuant to Health & Safety Code § 25249.7(b).
24 The civil penalty payment shall be apportioned in accordance with Health & Safety Code §
25 25249.12 (25% to CEH and 75% to the State of California's Office of Environmental Health
26 Hazard Assessment ("OEHHA")). Accordingly, the OEHHA portion of the civil penalty
27 payment for \$3,056.25 shall be made payable to OEHHA and associated with taxpayer
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1 identification number 68-0284486. This payment shall be delivered as follows:

2 For United States Postal Service Delivery:

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

8 For Non-United States Postal Service Delivery:

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

14 The CEH portion of the civil penalty payment for \$1,018.75 shall be made payable to the
15 Center for Environmental Health and associated with taxpayer identification number 94-3251981.

16 This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco,
17 CA 94117.

18 5.2.2 \$3,055 as an Additional Settlement Payment (“ASP”) to CEH pursuant to
19 Health & Safety Code § 25249.7(b), and California Code of Regulations, Title 11, § 3204. CEH
20 intends to restrict use of the ASPs received from this Consent Judgment to the following
21 purposes: the funds will be placed in CEH’s Toxics in Food Fund and used to support CEH
22 programs and activities that seek to educate the public about acrylamide and other toxic
23 chemicals in food, to work with the food industry and agriculture interests to reduce exposure to
24 acrylamide and other toxic chemicals in food, and to thereby reduce the public health impacts and
25 risks of exposure to acrylamide and other toxic chemicals in food sold in California. CEH shall
26 obtain and maintain adequate records to document that ASPs are spent on these activities and
27 CEH agrees to provide such documentation to the Attorney General within thirty (30) days of any
28 request from the Attorney General. The payment pursuant to this Section shall be made payable
to the Center for Environmental Health and associated with taxpayer identification number 94-
3251981. This payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San

1 Francisco, CA 94117.

2 5.2.3 \$17,870 as a reimbursement of a portion of CEH’s reasonable attorneys’
3 fees and costs. The attorneys’ fees and cost reimbursement shall be made payable to the
4 Lexington Law Group and associated with taxpayer identification number 94-3317175. This
5 payment shall be delivered to Lexington Law Group, 503 Divisadero Street, San Francisco, CA
6 94117.

7 **6. MODIFICATION AND DISPUTE RESOLUTION**

8 6.1 **Modification.** This Consent Judgment may be modified from time to time by
9 express written agreement of the Parties, with the approval of the Court and prior notice to the
10 Attorney General’s Office, or by an order of this Court upon motion and prior notice to the
11 Attorney General’s Office and in accordance with law.

12 6.2 **Notice; Meet and Confer.** Any Party seeking to modify this Consent Judgment
13 shall attempt in good faith to meet and confer with the other Party prior to filing a motion to
14 modify the 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 Consent Judgment is a full, final and binding resolution between CEH on
18 behalf of itself and the public interest and Settling Defendant and its parents, subsidiaries,
19 affiliated entities that are under common ownership (including, but not limited to, Golden
20 Fortune USA, Inc.), directors, officers, employees, agents, shareholders, successors, assigns, and
21 attorneys (collectively, “Defendant Releasees”), and all entities to which Settling Defendant
22 directly or indirectly distributes or sells Covered Products, including but not limited to
23 distributors (including, but not limited to, Jet.com, Inc.), wholesalers, customers, retailers,
24 franchisees, licensors, and licensees (collectively, “Downstream Defendant Releasees”), of any
25 violation of Proposition 65 based on failure to warn about alleged exposure to acrylamide
26 contained in Covered Products that were sold, distributed, or offered for sale by Settling
27 Defendant prior to the Effective Date.

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

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

15 **8. PROVISION OF NOTICE**

16 8.1 When CEH is entitled to receive any notice under this Consent Judgment, the
17 notice shall be sent by first class and electronic mail to:

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

23 8.2 When Settling Defendant is entitled to receive any notice under this Consent
24 Judgment, the notice shall be sent by first class and electronic mail to:

25 Attn: CEO
26 Golden Fortune Import & Export Corp.
27 55 Hook Rd.
28 Bayonne, NJ 07002

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

1 **9. COURT APPROVAL**

2 9.1 This Consent Judgment shall become effective upon the Effective Date, and CEH
3 shall prepare and file a Motion for Approval of this Consent Judgment and Settling Defendant
4 shall support entry of this Consent Judgment by the Court.

5 9.2 If this Consent Judgment is not entered by the Court, it shall be of no force or
6 effect and shall not be introduced into evidence or otherwise used in any proceeding for any
7 purpose, other than to allow the Court to determine if there was a material breach of Section 9.1.

8 **10. GOVERNING LAW AND CONSTRUCTION**

9 10.1 The terms of this Consent Judgment shall be governed by the laws of the State of
10 California.

11 **11. ATTORNEYS' FEES**

12 11.1 A Party who unsuccessfully brings or contests an action, motion, or application
13 arising out of this Consent Judgment shall be required to pay the prevailing Party's reasonable
14 attorneys' fees and costs.

15 11.2 Nothing in this Section 11 shall preclude a party from seeking an award of
16 sanctions pursuant to law.

17 **12. ENTIRE AGREEMENT**

18 12.1 This Consent Judgment contains the sole and entire agreement and understanding
19 of the Parties with respect to the entire subject matter hereof, and any and all prior discussions,
20 negotiations, commitments, or understandings related thereto, if any, are hereby merged herein
21 and therein. There are no warranties, representations, or other agreements between the Parties
22 except as expressly set forth herein. No representations, oral or otherwise, express or implied,
23 other than those specifically referred to in this Consent Judgment have been made by any Party
24 hereto. No other agreements not specifically contained or referenced herein, oral or otherwise,
25 shall be deemed to exist or to bind any of the Parties hereto. Any agreements specifically
26 contained or referenced herein, oral or otherwise, shall be deemed to exist or to bind any of the
27 Parties hereto only to the extent that they are expressly incorporated herein. No supplementation,
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1 modification, waiver, or termination of this Consent Judgment shall be binding unless executed in
2 writing by the Party to be bound thereby. No waiver of any of the provisions of this Consent
3 Judgment shall be deemed or shall constitute a waiver of any of the other provisions hereof
4 whether or not similar, nor shall such waiver constitute a continuing waiver.

5 **13. RETENTION OF JURISDICTION**

6 13.1 This Court shall retain jurisdiction of this matter to implement or modify the
7 Consent Judgment.

8 **14. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT**

9 14.1 Each signatory to this Consent Judgment certifies that he or she is fully authorized
10 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
11 execute the Consent Judgment on behalf of the Party represented and legally to bind that Party.

12 **15. NO EFFECT ON OTHER SETTLEMENTS**

13 15.1 Nothing in this Consent Judgment shall preclude CEH from resolving any claim
14 against any other entity on terms that are different from those contained in this Consent Judgment
15 so long as such resolution does not address Covered Products sold or offered for sale by Settling
16 Defendant.

17 **16. EXECUTION IN COUNTERPARTS**

18 16.1 The stipulations to this Consent Judgment may be executed in counterparts and by
19 means of facsimile or portable document format (pdf), which taken together shall be deemed to
20 constitute one document.




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

Dated: _____
Judge of the Superior Court

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IT IS SO STIPULATED:

Dated: <u>30 Aug</u> , 2018	<p>CENTER FOR ENVIRONMENTAL HEALTH</p> <p></p> <p>Signature</p> <p></p> <p>Printed Name</p> <p></p> <p>Title</p>
Dated: _____, 2018	<p>GOLDEN FORTUNE IMPORT & EXPORT CORP.</p> <p>Signature</p> <p>Printed Name</p> <p>Title</p>

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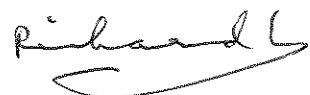
Dated: _____, 2018	CENTER FOR ENVIRONMENTAL HEALTH _____ Signature _____ Printed Name _____ Title
Dated: <u>August 24</u> , 2018	GOLDEN FORTUNE IMPORT & EXPORT CORP.  _____ Signature <u>Richard Ng</u> Printed Name <u>CEO</u> Title

Exhibit A

Extruded Products: Oishi Crispy Patata Baked Potato Flavor, SKU No. 4-800194-177863.