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AJINOMOTO FOODS NORTH AMERICA, INC.
12 AJINOMOTO HEALTH & NUTRITION NORTH AMERICA, INC.
13 AJINOMOTO CAMBROOKE, INC.

FILED
Superior Court of California
County of Alameda

11/10/2022

Clerk of the Court, Executive Officer / Clerk of the Court

By: *Diana Fisher* Deputy

D. Fisher

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF ALAMEDA**

17 AS YOU SOW,

18 Plaintiff,

19 v.

20 AJINOMOTO FOODS NORTH
21 AMERICA, INC.; AJINOMOTO HEALTH
& NUTRITION NORTH AMERICA, INC.;
22 AJINOMOTO CAMBROOKE, INC.,

23 Defendants.
24

Case No. RG21107503

~~[PROPOSED]~~ **CONSENT JUDGMENT**

Unlimited Civil Case

25 This Settlement Agreement is entered into by and between Plaintiff As You Sow (“As
26 You Sow” or “Plaintiff”) and Defendants Ajinomoto Foods North America, Inc., Ajinomoto
27 Health & Nutrition North America, Inc., and Ajinomoto Cambrooke, Inc. (collectively
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1 “Ajinomoto” or “Defendants”), to resolve claims raised against Defendants in the Complaint
2 in the above-captioned action. This Consent Judgment shall be effective upon entry. As You
3 Sow and Defendants (collectively “the Parties”) agree to the terms and conditions set forth
4 below.

5 **1. INTRODUCTION.**

6 1.1 As You Sow is a non-profit corporation dedicated to, among other causes, the
7 protection of the environment, the promotion of human health, the improvement of worker
8 and consumer rights, environmental education, and corporate accountability. As You Sow
9 is based in Berkeley, California and is incorporated under the laws of the State of California.

10 1.2 Defendants currently produce, distribute, and/or sell foods under the
11 Cambrooke brand, in some cases designed for use by individuals with certain medical
12 conditions, that contain lead including but not limited to the products listed in paragraphs
13 1.4, 1.5, and 1.6 below). Defendants produce, distribute, and/or sell the Covered Products
14 online through the Defendants’ website, <https://cambrooke.com> (the “Ajinomoto
15 Cambrooke website”).

16 1.3 As You Sow alleges in the Complaint that the Covered Products contain lead.
17 Lead is listed by the State of California as known to cause cancer and birth defects or other
18 reproductive harm under the Safe Drinking Water and Toxic Enforcement Act of 1986 (the
19 “Toxic Enforcement Act”), California Health and Safety Code §25249.5 *et seq.*

20 1.4 On July 15, 2020, As You Sow sent a 60-day Notice of Violation (the
21 “Notice”) to Defendants and to public enforcers as required by Health and Safety Code
22 section 25249.7, alleging that Defendants violated the Toxic Enforcement Act by failing to
23 provide clear and reasonable warnings before exposing persons to lead contained in the
24 following products:

25 CAMBROOKE BURGER PATTY MIX

26 1.5 On January 28, 2022, As You Sow sent a 60-day Notice of Violation (the
27 “Notice”) to Defendants and to public enforcers as required by Health and Safety Code
28 section 25249.7, alleging that Defendants violated the Toxic Enforcement Act by failing to

1 provide clear and reasonable warnings before exposing persons to lead contained in the
2 following products:

- 3 BAGEL BARS - FRENCH TOAST
- 4 BAGELS - CINNAMON RAISIN
- 5 BAGELS - PLAIN
- 6 BROOKELYN DOGS
- 7 CREAMY GARLIC & BROCCOLI RICE
- 8 GINGERBREAD MIX
- 9 INSTANT NOODLE SOUP - BEEF
- 10 INSTANT NOODLE SOUP - CHICKEN
- 11 INSTANT STIVALETTI ALFREDO
- 12 MEDLEY MEALS - BARBECUE BAKE
- 13 PASTA SOLO - ELBOWS
- 14 PIEROGI
- 15 READI-DOUGH
- 16 SEASONED BREADCRUMBS
- 17 THE BIGGER BAGEL - APPLE CINNAMON
- 18 TOASTED PIEROGIES
- 19 WHITE CHEDDAR MAC
- 20 YUCA TATER HOME FRIES
- 21 ARTISAN BREAD
- 22 BROOKELYN DOG BUNS
- 23 BURGER PATTY MIX
- 24 CAMBURGER BUNS
- 25 CHEESE PIZZA
- 26 CHICKEN PATTY MIX
- 27 CINNAMON RAISIN SWIRL BREAD
- 28 CORNY DOGS

- 1 CREAMY HOT CEREAL - CINNAMON
- 2 CREAMY HOT CEREAL - VANILLA
- 3 FOCACCIA STICKS - ITALIAN STYLE
- 4 HOMESTYLE SLICED WHITE BREAD
- 5 PB&J MINI POCKETS
- 6 PITA POCKETS
- 7 PIZZA BLANCA
- 8 PIZZA MINI POCKETS
- 9 PIZZA PRIMAVERA
- 10 SAUSAGE PATTY MIX
- 11 SEAFOOD PATTY MIX
- 12 TUSCAN PIZZA CRUSTS
- 13 TWEEKZ

14 1.6 The following products were found to contain lead, but are not the subject
15 of a 60 Day notice.

- 16 Cheese Filled Meatballs
- 17 Go! Pockets Burritos
- 18 Go! Pockets Cheesy Broccoli
- 19 Lynn’s Enchiladas
- 20 Medley Meals – Thai
- 21 Medley Meals – Veggie Masala
- 22 The Bigger Bagel Plain
- 23 Veggie Meatballs
- 24 Wel-made Baking Mix

25 1.7 The Parties have agreed to enter into this Consent Judgment to settle
26 Plaintiff’s claims with regard to the Covered Products and to avoid prolonged and costly
27 litigation.

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1 1.8 Defendants generally deny all material and factual allegations contained in or
2 arising from Plaintiff’s Notices.

3 1.9 By executing and complying with this Consent Judgment, neither Party
4 admits the existence of any other statutory, common law, or equitable claim, requirement,
5 or defense relating to or arising from the production, sale, or distribution of the Covered
6 Product in California. Nothing in this Consent Judgment shall prejudice, waive, or impair
7 any right, remedy, or defense that As You Sow and Defendants may have in any other, or in
8 future, legal proceedings unrelated to this action. This Paragraph shall not diminish or
9 otherwise affect the obligations, responsibilities, and duties of the Parties under this Consent
10 Judgment.

11 **2. DEFINITIONS.**

12 2.1 “Effective Date” is the date of entry of this Consent Judgment.

13 2.2 “Compliance Date” is 90 days from the Effective Date.

14 2.3 “Covered Product(s)” are the products covered by this Consent Judgment,
15 which include all products sold under the “Cambrooke” brand, including those products
16 specifically identified in Paragraphs 1.4 - 1.6.

17 2.4 “Lot” means all units of a Covered Product bearing the same lot number
18 and/or best-by or sell-by date.

19 2.5 “Retailer” or “Retail seller” is a person or business that sells or otherwise
20 provides consumer products directly to consumers by any means, including via the internet,
21 such as through Amazon.com, <https://www.amazon.com>.

22 2.6 “Warning Statement” is the statement in content and form as shown in
23 Paragraph 4.2.

24 2.7 “Written Notice” is the written notice described in Title 27, Article 6, §
25 25600.2(b) of the California Code of Regulations, in the content and form as specified in
26 Title 27, Article 6, § 25603 of the California Code of Regulations.

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1 **3. JURISDICTION AND VENUE.**

2 3.1 For purposes of this Consent Judgment only, the Parties stipulate that this
3 Court has jurisdiction over the allegations contained in the Complaint and personal
4 jurisdiction over Defendants; venue is proper in Alameda County; the Court has jurisdiction
5 to enter this Consent Judgment as a full and final resolution of all the Toxic Enforcement
6 Act claims up through and including the Effective Date which were asserted in this action
7 based on the facts alleged in Plaintiff's Notice and Complaint. The Court shall retain
8 jurisdiction to enforce this Consent Judgment.

9 **4. INJUNCTIVE RELIEF.**

10 4.1 **Reformulation or Warning.** Beginning no later than the Compliance Date,
11 Defendant shall not produce, distribute, and/or sell in California any Covered Product(s)
12 unless it: (a) contains less than 0.5 micrograms of lead per serving; or (b) is labeled with
13 the warning statement as specified in Paragraph 4.2, either on the product or by providing
14 the stated Warning Statement where such Covered Product(s) is offered for sale, including
15 through the Ajinomoto website or any internet retailer, pursuant to the methods specified in
16 Paragraphs 4.3 - 4.4 below. Under this paragraph, a product contains less than 0.5
17 micrograms of lead per serving when tested using EPA Methods 6020, 6020a, via ICP-MS
18 (inductively coupled plasma mass spectrometry ("ICP-MS"), following EPA protocols. In
19 testing for lead, the laboratory shall digest each sample with a level of detection of at least
20 4 parts per billion, and a reporting limit of at least 10 parts per billion. The sample
21 preparation method must use a microwave- or heat-assisted acid digestion method.

22 In the event Defendants initially comply by applying a Warning Statement pursuant
23 to Paragraph 4.2 on a certain Covered Product, and wish to reformulate the product and
24 remove the Warning Statement, the procedures set forth in Paragraph 6.1 apply to that
25 change of compliance method with respect to that certain Covered Product.

26 4.2 **Warning Statement.** Beginning no later than the Compliance Date, all
27 Covered Products produced, distributed, and/or sold by Defendants in the State of California
28 shall use the following "Warning Statement":

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:
:

1 **⚠️ WARNING:** Consuming this product can expose you to chemicals
2 including lead, which is known to the State of California to cause birth
3 www.P65Warnings.ca.gov/food.

4 Consistent with Title 27, Article 6, § 25603 of the California Code of Regulations, in
5 all instances where the Warning Statement appears, the warning text shall be displayed in at
6 least the same type size as the surrounding text for other consumer information concerning
7 the Covered Product(s) and accompanied by a symbol consisting of a black exclamation
8 point in a yellow equilateral triangle with a bold black outline (“Warning Symbol”). The
9 Warning Symbol shall be placed to the left of the text of the warning, in a size no smaller
10 than the height of the word “WARNING.”

11 4.3 **Internet Sales; Ajinomoto Cambrooke Website.** Beginning no later than the
12 Compliance Date, Defendants shall ensure that, for all Covered Products sold to customers
13 located in California via the Ajinomoto Cambrooke Website, Defendants shall prominently
14 display, to purchasers before completing their purchases, the Warning Statement set forth in
15 Paragraph 4.2 according to the methods set forth below in paragraph 4.4, or the Warning
16 Statement via a clearly marked hyperlink using the words “WARNING: California
17 Customers,” with the word “WARNING” in all capital letters and in bold print and the
18 Warning Symbol to the left of the text, in a size no smaller than the height of the word
19 “WARNING” (“Warning Link”) by the methods set forth in paragraph 4.4 below.

20 4.4 As agreed between Plaintiff and Defendants, the Warning Statement or
21 Warning Link shall be displayed in at least the same type size as the surrounding text for
22 other consumer information concerning the Covered Product, and placed either: (a) directly
23 on the product display page, such that the Warning Statement or Warning Link is visible on
24 the initial product display screen without scrolling; (b) on the “Your cart” or “Checkout”
25 pages so as to be visible to the consumer without scrolling prior to checkout; or (c) in a
26 dialogue box which appears when a California address for delivery is provided by the
27 consumer, so long as the dialogue box appears and is visible without scrolling, prior to
28 completion of the internet sale.

1 4.4.1 Defendants shall not include any information with the Warning
2 Statement or Warning Link that contradicts, obfuscates, or minimizes the meaning of the
3 Warning Statement or Warning Link.

4 4.4.2 Any material changes to the text, format, or placement of the statements
5 required under this Section 4 shall be made only after a written request for approval from
6 Plaintiff. Plaintiff shall respond to such request for approval within two weeks. Any dispute
7 arising with respect to whether Defendants’ changes comply with Section 4 of the Consent
8 Judgment shall be subject to the provisions of Section 8 of this Consent Judgment.

9 4.4.3 In the event that California law specifies additional requirements with
10 respect to the use of the Warning Link as providing “clear and reasonable” warning to
11 consumers, or eliminates the use of the Warning Link as a form of providing “clear and
12 reasonable” warning of consumer product exposure for internet sales, Defendants shall
13 comply with any such additional requirements within 60 days of such change going into
14 effect.

15 4.5 **Internet Sales; Online Marketplace.** Beginning no later than the
16 Compliance Date, Defendants shall, for all Covered Products sold to customers located in
17 California via the Amazon Website or any other internet marketplace or retail platform,
18 provide the Warning Statement in Paragraph 4.2 directly on the product display page, such
19 that the Warning Statement or Warning Link is visible on the initial product display screen
20 without scrolling.

21 4.6 **Mail Order /Catalogue Sales:** If Defendants sell the Covered Product via
22 mail order to customers located in California, Defendants shall prominently display the
23 Warning Statement set forth in Paragraph 4.2 in the mail order catalogue. The Warning
24 Statement shall appear either on the same page as a Covered Product is displayed, or on the
25 same page upon which the any of the Covered Products’ prices are listed, in the same type
26 size as the surrounding, non-heading text. The Warning Statement shall be added no later
27 than in the first print run of the mail order catalogue on or after the Compliance Date.

28 4.7 **In-Store Retail Sales:** If Defendants sell the Covered Product via stores or

1 other physical outlets, Defendants shall prominently display the Warning Statement as
2 required in Paragraph 4.2 on the Covered Product.

3 4.7.1 The Warning Statement shall be displayed with such conspicuousness,
4 as compared with other words, statements, designs, or devices on the individual labeling of
5 the Covered Product, so as to render the Warning Statement likely to be read and understood
6 by an ordinary individual under customary conditions of purchase.

7 4.8 **Other Sales:** Should Defendants become aware of any retailer selling the
8 Covered Products through in-store retail outlets, mail catalogues, and/or the internet,
9 Defendants shall require that the seller comply with all applicable requirements of this
10 Section 4, within sixty (60) days of receiving notice of any such sales or discontinue sale.

11 4.9 **Exhibits.** The parties agree that the content and placement of the Warning
12 Link as shown in **Exhibit A** and the Warning Statement as shown in **Exhibit B** meet the
13 requirements of Paragraphs 4.3 – 4.4 of this consent judgment.

14 4.10 The Covered Products set forth in Paragraph 1.6 above have been tested and
15 alternative analyses of that data produced non-uniform conclusions as to whether they
16 currently exceed the applicable warning thresholds. Defendant agrees that these products
17 shall be subject to all requirements of this Consent Judgment should Plaintiff’s or another
18 third party’s future testing or analysis indicate that the levels of lead in such products cause
19 exposure above the threshold levels. Within 60 days of receiving any notice that such
20 products exceed the threshold levels, Defendant agrees that those products shall meet all
21 requirements of this Consent Judgment, including providing warning statements as
22 described in Section 4 above. If necessary, Plaintiff will file any notices or other filings that
23 support this inclusion.

24 **5. SETTLEMENT PAYMENTS.**

25 5.1 **Civil Penalty:** Within thirty (30) days of the Effective Date, Defendant shall
26 pay \$18,800 in the form of a check made payable to As You Sow, as a civil penalty pursuant
27 to Health and Safety Code section 25249.7(b). As You Sow shall remit seventy-five percent
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1 (75%) of this amount to the State of California pursuant to Health and Safety Code section
2 25249.12(c).

3 **5.2 Additional Settlement Payment:** Within thirty (30) days of the Effective
4 Date, Defendant shall pay \$14,100 in the form of a check made payable to As You Sow as
5 a payment in lieu of additional civil penalties, to be used by As You Sow for grants to
6 California 501(c)(3) non-profit organizations and by the As You Sow Environmental
7 Enforcement Fund. These funds shall be used to educate and/or reduce or remediate
8 consumer exposures to toxic chemicals such as lead and to increase consumer, worker, and
9 community awareness of the health hazards posed by toxic chemicals in California. In
10 deciding among grant proposals, the As You Sow Board of Directors (“Board”) takes into
11 consideration a number of important factors, including: (1) the nexus between the harm done
12 in the underlying case(s) and the grant program work; (2) the potential for toxics reduction,
13 prevention, remediation, or educational benefits to California citizens from the proposal; (3)
14 the budget requirements of the proposed grantee and the alternate funding sources available
15 to it for its project; and, (4) the Board’s assessment of the proposed grantee’s ability to
16 perform the funded activities. As You Sow shall ensure that all funds will be disbursed and
17 used in accordance with this paragraph, as well as As You Sow’s mission statement, articles
18 of incorporation, bylaws, and applicable state and federal laws and regulations. As You Sow
19 shall obtain and maintain adequate records to document that the funds are spent on the
20 activities described in this paragraph, and shall provide to the Attorney General, within thirty
21 days of any request, copies of all documentation demonstrating how such funds have been
22 spent. No Party to this Consent Judgment or counsel of record, or spouse or dependent child
23 thereof, has an economic interest in any individual or entity, besides itself, that will receive
24 all or part of an Additional Settlement Payment.

25 **5.3** Within thirty (30) days of the Effective Date, Defendant shall pay \$40,100 in
26 the form of a check made payable to As You Sow, as reimbursement for Plaintiff’s attorneys’
27 fees, investigation costs, and other reasonable litigation costs and expenses.

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1 **6. PRODUCT REFORMULATION.**

2 6.1 The provisions of this section apply only in the event Defendant reformulates
3 any of the Covered Products that contain the Warning Statement pursuant to Paragraph 4.2
4 above (“Reformulated Covered Products”) to reduce consumer exposure to less than 0.5
5 micrograms of lead per “serving” and seeks to remove the Warning Statement required under
6 Paragraph 4.2. For purposes of this Consent Judgment, a “serving” shall be the serving size
7 currently stated (the date of Entry) on the Covered Products expressed in grams, unless
8 federal law or regulations promulgated thereunder during the term of this Consent Judgment
9 require a different serving size for any of the Covered Products, in which event a “serving”
10 shall be the serving size required by federal law expressed in grams.

11 6.2 In the event Defendants reformulate any of the Covered Products and rely on
12 product testing to substantiate the removal of the Warning Statement as set forth in
13 Paragraph 6.1, testing for lead content shall be conducted on at least three (3) samples of
14 each Covered Product (in the form intended for sale to the end-user) from three (3) different
15 lots (or from the maximum number of lots available for testing if there are fewer than three
16 (3) lots available), on two (2) separate occasions. Testing for lead content shall be conducted
17 using EPA Methods 6020, 6020a, via ICP-MS (inductively coupled plasma mass
18 spectrometry (“ICP-MS”), following EPA protocols. The laboratory shall digest each
19 sample with a level of detection of at least 4 parts per billion, and a reporting limit of at least
20 10 parts per billion. The sample preparation method must use a microwave- or heat-assisted
21 acid digestion method.

22 6.3 Testing for lead content under Paragraph 6.2 shall be performed by an
23 independent third-party laboratory certified for the analysis of heavy metals by the
24 California Environmental Laboratory Accreditation Program (ELAP), the National
25 Environmental Laboratory Accreditation Program (NELAP), or an independent third party
26 laboratory registered with the United States Environmental Protection Agency or the United
27 States Food & Drug Administration.

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1 6.4 In the event Defendants reformulates any of the Covered Product and rely on
2 product testing to substantiate the removal of the Warning Statement as set forth in
3 Paragraph 6.1, Defendants shall notify As You Sow within sixty (60) days of such
4 reformulation and provide all test results and documentation of testing for lead content in
5 the Covered Product, including all accompanying quality assurance/quality control
6 ("QA/QC") documentation. Any testing results exchanged shall be deemed and treated by
7 As You Sow as confidential information.

8 6.5 As of the Effective Date, Defendants shall not produce, distribute, and/or sell
9 in California any Covered Products unless they are Reformulated Covered Products pursuant
10 to Section 6.1 above, or unless Defendants provide the Warning Statement as specified in
11 Paragraph 4.2, in compliance with Paragraphs 4.3-4.8. Any dispute as to whether
12 Reformulated Covered Products comply with Section 6 shall be subject to the provisions of
13 Section 8 of this Agreement.

14 **7. MODIFICATION.**

15 7.1 This Consent Judgment may be modified by written agreement and stipulation
16 of the Parties. If either Party seeks to modify the Consent Judgment, it shall provide written
17 notice to the other Party. The parties shall meet and confer within thirty (30) days of receipt
18 of such meet and confer notice. Neither Party shall unreasonably withhold agreement to any
19 modification requested by the other Party based on an amendment to the Toxic Enforcement
20 Act or its supporting regulations or a change in the law. If, despite their meet-and-confer
21 efforts, the Parties are unable to reach agreement on a stipulated modification, either Party
22 may file a noticed motion for modification with the Court for good cause shown, provided
23 a copy of the motion is also served on the other Party and the Office of the California
24 Attorney General.

25 7.2 If the parties reach agreement as to modification of the Consent Judgment,
26 such stipulation shall be reported to the Office of the California Attorney General at least
27 twenty-one (21) days in advance of its submission to the Court for approval.
28

1 **8. DISPUTE RESOLUTION AND ENFORCEMENT.**

2 8.1 If Plaintiff alleges that Defendants, or any one of them, individually or
3 collectively, have failed to meet an obligation set forth in this Consent Judgment, Plaintiff
4 shall inform Defendant(s) in a reasonably prompt manner.

5 8.2 If a public enforcer other than As You Sow alleges a violation of the Toxic
6 Enforcement Act for any Covered Product, Defendants shall notify As You Sow within 15
7 days of receipt. As long as Defendant(s) cures such alleged violations within thirty (30) days
8 of receipt of written notice from Plaintiff or a public enforcer other than As You Sow, then
9 there shall be deemed no material violation. Such violations are considered Defendant(s)'
10 first violations. All subsequent violations of the Warning Requirements shall accrue
11 penalties of \$100 per unit in each lot found to be in violation.

12 8.3 The Covered Products set forth in Paragraph 1.6 above have been tested and
13 analyses of that data produced non-uniform conclusions as to whether they currently exceed
14 the applicable warning thresholds. Defendant agrees that these products shall be subject to
15 all requirements of this Consent Judgment should Plaintiff's or another third party's testing
16 or analysis in the future indicate that the levels of lead in such products cause exposures
17 above the threshold levels. Within 60 days of receiving notice that such products exceed the
18 threshold levels, Defendant agrees that those products shall meet all requirements of this
19 Consent Judgment, including providing warning statements as described in Section 4 above.
20 If necessary, Plaintiff will file any notices or other filings that support this inclusion. In the
21 event a dispute arises with respect to any of the provisions of this Consent Judgment, the
22 Parties shall meet and confer within fourteen (14) days after either Party receives written
23 notice of an alleged violation of this Consent Judgment or other dispute. In the event that
24 the Parties are unable to resolve their dispute through the meet and confer process, this
25 Consent Judgment may be enforced using any available provision of law.

26 8.4 A party who prevails in a contested enforcement action arising with respect
27 to any of the provisions of this Settlement Agreement is entitled to seek recovery of its
28 reasonable attorneys' fees and costs incurred in any such motion or proceeding pursuant to

1 California Code of Civil Procedure § 1021.5. Notwithstanding any language to the contrary
2 in Section 6, or otherwise herein, As You Sow may disclose test results received from
3 Defendants in a court filing in support of any motion to enforce this Consent Judgment.

4 **9. CLAIMS COVERED AND RELEASE.**

5 9.1 This Consent Judgment is a full, final, and binding resolution between
6 Plaintiff, on behalf of itself and in the public interest, and Defendants and their respective
7 officers, directors, shareholders, employees, agents, parent companies, and divisions, and
8 the predecessors, successors, and assigns of any of them (collectively, “Ajinomoto
9 Releasees”). No upstream grower, manufacturer, distributor, vendor, or supplier to
10 Defendant Ajinomoto is party to this agreement.

11 9.2 Plaintiff As You Sow, on behalf of itself and in the public interest, hereby
12 fully releases and discharges Ajinomoto’s Releasees from any and all claims, actions, causes
13 of action, suits, demands, liabilities, damages, penalties, fees (including fees of attorneys,
14 experts, and others), costs, and expenses asserted, or that could have been asserted from the
15 handling, use, or consumption of the Covered Products, as to any alleged violation of the
16 Toxic Enforcement Act or its implementing regulations arising from the failure to provide
17 Toxic Enforcement Act warnings on the Covered Product regarding lead, sold in California
18 through the Ajinomoto Website and Amazon.com, up to and including the Compliance Date.
19 Plaintiff, on behalf of itself and its respective owners, principals, shareholders, officers,
20 directors, employees, agents, parents, subsidiaries, successors, assigns and legal
21 representatives, and not on behalf of the general public, hereby waives and releases the
22 Ajinomoto Releasees from any and all Claims that were asserted, or that could have been
23 asserted, for any alleged violations of the Toxic Enforcement Act arising from alleged
24 exposures to lead in the Covered Products, manufactured, distributed or sold by Defendants
25 before the Compliance Date.

26 9.3 Defendants hereby release As You Sow from, and waives any claims against
27 As You Sow and As You Sow’s Releasees for injunctive relief or damages, penalties, fines,
28 sanctions, mitigation, fees (including fees of attorneys, experts and others), costs, expenses,

1 or any other sum incurred or claimed or which could have been claimed for matters related
2 to the Notice of Violation or Complaint.

3 9.4 Compliance with the terms of this Consent Judgment shall be deemed to
4 constitute compliance with the Toxic Enforcement Act for Ajinomoto' products sold in
5 California.

6 **10. GOVERNING LAW AND CONSTRUCTION.**

7 This Consent Judgment shall be governed by, and construed in accordance with, the
8 laws of the State of California.

9 **11. COURT APPROVAL.**

10 11.1 Unless otherwise stipulated by the Parties, if the Court fails to approve and
11 order entry of the Consent Judgment without any alteration, deletion or amendment, this
12 Consent Judgment shall become null and void upon the election of either Party, and shall
13 not be introduced into evidence or otherwise used in any proceeding for any purpose.

14 11.2 Defendant agrees not to oppose Court approval of this Consent Judgment.

15 **12. APPLICATION OF CONSENT JUDGMENT.**

16 This Consent Judgment shall apply to and be binding upon As You Sow and
17 Ajinomoto, their respective officers, directors, and shareholders and the predecessors,
18 successors or assigns of each of them.

19 **13. ENTIRE AGREEMENT.**

20 The Parties declare and represent that no promise, inducement or other agreement has
21 been made conferring any benefit upon any Party except those contained herein and that this
22 agreement contains the entire agreement pertaining to the subject matter hereof.

23 **14. DURATION OF CONSENT JUDGMENT.**

24 This Consent Judgment shall terminate five years from the Effective Date unless the
25 term of this Consent Judgment is extended. This Consent Judgment shall be extended only
26 by a stipulation of the Parties that is entered by the Court.

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1 **15. ATTORNEYS' FEES.**

2 Except as specifically provided in this Consent Judgment, each Party shall bear its
3 own attorneys' fees and costs incurred in connection with the 60-day Notice of Violation
4 and Plaintiff's Complaint.

5 **16. COMPLIANCE WITH HEALTH AND SAFETY CODE § 25249.7.**

6 16.1 Plaintiff shall comply with the reporting requirements referred to in
7 Health and Safety Code section 25249.7(f) (and established in Title 11 of the California
8 Code of Regulations sections 3000-3008), and shall move for approval of this Consent
9 Judgment pursuant to the terms thereof.

10 16.2 The Parties shall use their best efforts to support entry of this Consent
11 Judgment. If the California Attorney General objects to any term in this Consent Judgment,
12 the Parties shall use their best efforts to resolve the concern in a timely manner, and if
13 possible, prior to the hearing on the motion to approve this Consent Judgment.

14
15 **17. PROVISION OF NOTICE.**

16 All correspondence and notices required by this Consent Judgment to the Parties shall
17 be sent to:

18 Plaintiff As You Sow
19 As You Sow Foundation
20 Attn: Jonathan Kirkland
21 Staff Attorney
22 2150 Kittredge Street
23 Suite 450
24 Berkeley, CA 94704
25 Tel.: (510) 735-8158

26 Defendant
27 Paul Taylor
28 Ajinomoto Foods North America, Inc.
Ajinomoto Health & Nutrition North America, Inc.
Ajinomoto Cambrooke, Inc.
7124 N. Marine Dr.
Portland, OR 97203
Telephone: (502) 515-2289
Email: taylorp@ajiusa.com

1 18. **EXECUTION AND COUNTERPARTS.**

2 This Consent Judgment may be executed in one or more counterparts and by means
3 of facsimile or portable document format (.pdf), which taken together shall be deemed to
4 constitute one document.

5 19. **DRAFTING.**

6 The terms of this Consent Judgment have been reviewed by the respective counsel
7 for each Party prior to its signing, and each Party has had an opportunity to fully discuss
8 the terms and conditions with legal counsel. The Parties agree that, in any subsequent
9 interpretation and construction of this Consent Judgment, no inference, assumption, or
10 presumption shall be drawn, and no provision of this Consent Judgment shall be construed
11 against any Party, based on the fact that one of the Parties and/or one of the Parties' legal
12 counsel prepared and/or drafted all or any portion of the Consent Judgment. It is
13 conclusively presumed that all of the Parties participated equally in the preparation and
14 drafting of this Consent Judgment.

15 20. **AUTHORIZATION.**

16 Each signatory to this Consent Judgment certifies that he or she is fully authorized
17 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
18 execute the Consent Judgment on behalf of the Party represented and legally bind that
19 Party. The undersigned have read, understand, and agree to all of the terms and conditions
20 of this Consent Judgment.

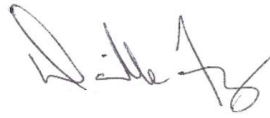
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APPROVED AS TO FORM AND CONTENT:

Dated: May 31, 2022



By _____

Danielle R. Fugere
Attorney for Plaintiff
AS YOU SOW

Dated: _____, 2022



By _____

Paul Taylor
Attorney for Defendants
AJINOMOTO FOODS NORTH AMERICA,
INC.; AJINOMOTO CAMBROOKE, INC.

SO AGREED:

Dated: August 3, 2022

AS YOU SOW

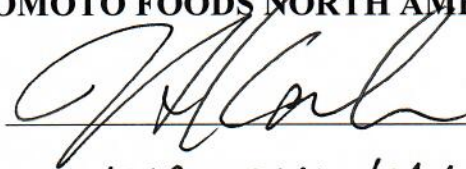


By: _____

Name: Andrew Behar
Title: CEO

Dated: July 11, 2022

AJINOMOTO FOODS NORTH AMERICA, INC.



By: _____

Name: HIROSHI KATO
Title: PRESIDENT & CEO

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Dated: 07/13/, 2022

AJINOMOTO HEALTH & NUTRITION NORTH AMERICA, INC.

By: J. Sakamoto

Name: JIRO SAKAMOTO

Title: President & CEO.

Dated: _____, 2022

AJINOMOTO CAMBROOKE, INC.

By: _____

Name: _____

Title: _____

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Dated: _____, 2022

AJINOMOTO HEALTH & NUTRITION NORTH AMERICA, INC.

By: _____

Name: _____

Title: _____

Dated: _July 11, 2022

AJINOMOTO CAMBROOKE, INC.

By:  _____

Name: __Howard J Lossing_____

Title: __CEO_____

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~~PROPOSED~~ ORDER

IT IS ORDERED AND ADJUDGED:

The Court hereby incorporates the terms of this Consent Judgment into this Order.
If a Party violates the provisions of this Consent Judgment, this Court retains jurisdiction over this matter.

Dated: 11th OCT , 2022



Tara Desautels / Judge
HON. VÉRITÉ
JUDGE OF THE SUPERIOR COURT