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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

AS YOU SOW, Plaintiff, v. RIVER CANYON RETREAT INC., doing business as EARTH CIRCLE ORGANICS Defendant.	Case No. *** [PROPOSED] CONSENT JUDGMENT Civil Case

This Consent Judgment is entered into by and between Plaintiff As You Sow ("As You Sow" or "Plaintiff") and River Canyon Retreat Inc., doing business as Earth Circle Organics ("Earth Circle" or "Defendant"), to resolve claims against the Defendant raised in the Complaint in the above-captioned action, filed on _____, 2017. This Consent Judgment shall be effective upon entry. As You Sow and Earth Circle (collectively "the Parties") agree to the terms and conditions set forth below.

1. GENERAL PROVISIONS

1.1 Parties

As You Sow is a non-profit corporation dedicated to, among other causes, the protection of the environment, the promotion of human health, the improvement of worker and consumer rights, environmental education, and corporate accountability. Earth Circle, since July 18, 2013, has employed 10 or more persons and has been a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code § 25249.5, *et seq*. ("Proposition 65").

1.2 Allegations

As You Sow alleges that Earth Circle has manufactured, imported, distributed, and/or sold in the State of California certain products containing at least one chemical known to the State of California to cause birth defects and other reproductive harm.

1.3 Product Description

The products covered by this Consent Judgment are defined as Earth Circle Foods Raw & Wildcrafted Dulse (in both leaf and flake form) ("Dulse") and Earth Circle Organics Balinese Cacao Nibs ("Cacao Nibs"). The Dulse and Cacao Nibs are collectively referred to herein as the "Covered Products." Solely for purposes of this Consent Judgment, the Parties agree that the Covered Products are or were manufactured, imported, distributed, sold, and/or offered for sale by Earth Circle in the State of California.

1.4 Notices of Violation

On July 18, 2014, As You Sow served Earth Circle and various public enforcement agencies with a document entitled *Notice of Violation of California Health & Safety Code § 25249.5, et seq.*, alleging that Earth Circle was in violation of California Health & Safety Code § 25249.6 for failing to warn consumers that Cacao Nibs expose users in California to cadmium, a reproductive toxin. No public enforcer has diligently prosecuted the allegations set forth in this Notice.

On September 17, 2014, As You Sow served Earth Circle and various public enforcement agencies with a document entitled *Notice of Violation of California Health & Safety Code § 25249.5, et seq.*, alleging that Earth Circle was in violation of California Health & Safety Code § 25249.6 for failing to warn consumers that Dulse exposes users in California to cadmium, a reproductive toxin. No public enforcer has diligently prosecuted the allegations set forth in this Notice.

1.5 No Admission

Earth Circle denies the material, factual, and legal allegations contained in As You Sow's Notices of Violation and maintains that the Covered Products sold and distributed in California have been and are in compliance with all laws. Nothing in this Consent Judgment shall be construed as an admission by Earth Circle of any fact, finding, issue of law, or violation of law, nor shall compliance with this Consent Judgment constitute or be construed as an admission by Earth Circle of any fact, finding, conclusion, issue of law, or violation of law. However, this Section shall not diminish or otherwise affect the obligations, responsibilities, and duties under this Consent Judgment.

1.6 Effective Date

The term "Effective Date," as used herein, shall be 15 days from the date the Parties sign this Consent Judgment.

2. INJUNCTIVE RELIEF

2.1 Product Warnings

No later than the Effective Date, Earth Circle shall provide the following warning statement on the packaging of all Covered Products produced, distributed, and/or sold in the State of California:

> **WARNING**: This Product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

2.2 On or prior to August 30, 2018, Earth Circle shall replace the warning in Paragraph 2.1 with the following warning statement, which shall be placed on the packaging of all Covered Products produced, distributed, and/or sold in the State of California:

> ⚠ **WARNING:** This product can expose you to chemicals including cadmium, which is known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

2.3 Earth Circle shall prominently affix or print the warning statement, as set forth in Paragraph 2.1 and 2.2, on the Covered Products' packaging and labeling. The warning statement shall be displayed with such conspicuousness, as compared with other words, statements, designs, or devices on the packaging or labeling of the Covered Products, so as to render the warning statement likely to be read and understood by an ordinary individual under customary conditions of purchase and use.

2.4 The Parties agree that the content and the placement of the warning statement as shown in Exhibit A hereto meets the requirements of Paragraph 2.3 of this Consent Judgment. The Parties further agree that the content and the placement of the warning statement as shown in Exhibit B hereto meets the requirements of Paragraph 2.3 of this Consent Judgment, provided that the formatting of the word "**WARNING**" shall be changed so that it has the same size, font, and spacing as the other text in the warning statement, and is not obscured by any text in the remainder of the warning statement.

2.5 If Earth Circle sells either or both of the Covered Products (wholesale or retail) to customers located in California via an internet site over which it exercises or has the right to exercise control, Earth Circle shall also prominently display the respective warning statements, as

set forth in Paragraph 2.1 and 2.2, on the internet site in conjunction with the Covered Product(s). The warning statement shall be displayed in the same type size as the surrounding, non-heading text, either: (a) on the same page, without scrolling, as the order form for the Covered Product(s); (b) on the same page, without scrolling, as the price for the Covered Product(s); or (c) in a dialogue box that appears and is visible when a California address for delivery is provided by the consumer, so long as the dialogue box appears prior to the completion of the internet sale and requires the consumer affirmatively to accept receipt of the warning statement set forth in the dialogue box (the warning statement in the dialogue box shall be displayed in the same type size as the surrounding, non-heading text on the screen at the time of the appearance of the dialogue box), as a condition precedent to completing the sale.

2.6 If Earth Circle sells either or both of the Covered Products (wholesale or retail) through the website of any internet retailer, or has actual knowledge that either or both of the Covered Products are sold through the website of any internet retailer, Earth Circle shall send by first class mail or overnight delivery, prior to the Effective Date, a letter requesting that the internet retailer provide a warning statement in the same manner as required under Paragraph 2.5. In the letter, Earth Circle shall request that the internet retailer respond with a written acknowledgement that it will comply with Earth Circle's request. If Earth Circle complies with its obligation to send the letter request described in this Paragraph, Earth Circle shall not be in violation of this Consent Judgment if an internet retailer fails to provide the warnings required under Paragraph 2.5.

2.7 Notwithstanding the above, if As You Sow gives notice to Earth Circle that an internet retailer is selling the Covered Product(s) after the Effective Date without adequate warning, as specified in Paragraphs 2.5 and 2.6, Earth Circle shall notify the retailer that it must provide adequate warning within 60 days of As You Sow's notice to Earth Circle. If the internet retailer does not provide adequate warning within 60 days of As You Sow's notice to Earth Circle, Earth Circle shall no longer sell the Covered Product(s) to that retailer, until such retailer provides written acknowledgement that it will provide the warnings required under Paragraph 2.5.

2.8 If Earth Circle sells either or both of the Covered Products (wholesale or retail) via mail order to customers located in California, Earth Circle shall prominently display the warning

statement as required in Paragraph 2.1 or 2.2 in the mail order catalogue in conjunction with the description and/or listing of the Covered Product(s). The warning statement shall appear either on the same page as the order form for the Covered Product(s), or on the same page upon which the price is listed, in the same type size as the surrounding, non-heading text. The warning statement shall be added in the first print run of the mail order catalogue on or after the Effective Date.

3. ADDITIONAL PRODUCTS

3.1 No later than the Effective Date, Earth Circle will provide to As You Sow additional products sent to a laboratory for testing of cadmium and lead levels in the products. Testing shall be conducted as set forth in paragraphs 3.2 and 3.3 below.

3.2 Testing for lead and cadmium content under Paragraph 3.1 shall be performed using the protocols set forth in EPA Methods 6020, 6020a. The laboratory must digest at least 0.5 grams of each sample with a level of detection of at least 4 parts per billion. The sample preparation method must use a microwave- or heat-assisted acid digestion method. In the event testing protocols change such that those in EPA Methods 6020, 6020a are not commonly performed by testing laboratories, the Parties will agree to alternative protocols.

3.3 Testing for lead and cadmium content under Paragraph 3.2 shall be performed by an independent third-party laboratory certified by the California Environmental Laboratory Accreditation Program for the analysis of heavy metals or an independent third-party laboratory registered with the United States Environmental Protection Agency.

3.4 As You Sow agrees to deliver full laboratory reports for the products described in Section 3.1, with results of testing for lead and cadmium content under this Section, including all accompanying quality assurance/quality control ("QA/QC") documentation, to Earth Circle within 15 days of receipt of the results by As You Sow from the laboratory.

3.5 Product warnings consistent with Paragraphs 2.1 – 2.8 of this Consent Judgment are required for each of the products for which: (a) any test result obtained from the process set forth in section 3.1 to 3.4 above demonstrates that the product contains cadmium in excess of 4.1 micrograms per serving size listed on the product's packaging (i.e., the concentration of cadmium in the product times the serving size in grams), and/or (b) any test result obtained from the process

set forth in section 3.1 to 3.4 above demonstrates that a product contains lead in excess of 0.5 micrograms per serving size listed on the product's packaging (i.e., the concentration of lead in the product times the serving size in grams). Any warning statement provided under Paragraph 2.2 shall identify cadmium if the product contains cadmium in excess of 4.1 micrograms per serving size (as listed on the product's packaging), and lead if the product contains lead in excess of 0.5 micrograms per serving size (as listed on the product's packaging). The serving size shall not be changed from its current size unless agreed upon by both parties.

3.6 If test results indicate lead and/or cadmium content above the levels set forth in paragraph 3.5 above, As You Sow shall file a 60-day Notice of Violation with respect to that product ("Additionally Noticed Product(s)"). If the California Attorney General and public prosecutors do not pursue a case with regard to the Additionally Noticed Products, the Parties will amend this Consent Judgment to include the Additionally Noticed Products, and the Additionally Noticed Products will be deemed to be Covered Products under this Consent Judgment, including for purposes of the injunctive relief set forth in this Consent Judgment.

3.7 If this Consent Judgment is not amended to add Additionally Noticed Products pursuant to paragraph 3.6 within 90 days of the Effective Date of this Consent Judgment, the Consent Judgment will not be amended according to paragraph 3.6 and As You Sow will seek judicial approval of this Consent Judgment.

4. MONETARY RELIEF

4.1 As reimbursement for As You Sow's attorneys' fees and costs and for civil penalties and additional settlement payments, Earth Circle agrees to make a total payment of $65,960.00 ("Total Monetary Relief") according to the following breakdown:

4.2 **Civil Penalties:** Earth Circle shall pay a total of $11,500 as a civil penalty pursuant to California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds to be remitted to the California Office of Environmental Health Hazard Assessment by As You Sow.

4.3 **Additional Settlement Payment:** Earth Circle shall pay $8,500 to be used by As You Sow for grants to California non-profit organizations and by the As You Sow Environmental Enforcement Fund. These funds shall be used to reduce or remediate exposures to

toxic chemicals and to increase consumer, worker, and community awareness of the health hazards posed by toxic chemicals in California. In deciding among grant proposals, the As You Sow Board of Directors ("Board") takes into consideration a number of important factors, including: (1) the nexus between the harm done in the underlying case(s) and the grant program work; (2) the potential for toxics reduction, prevention, remediation, or educational benefits to California citizens from the proposal; (3) the budget requirements of the proposed grantee and the alternate funding sources available to it for its project; and, (4) the Board's assessment of the proposed grantee's chances for success in its program work. As You Sow shall ensure that all funds will be disbursed and used in accordance with As You Sow's mission statement, articles of incorporation, bylaws, and applicable state and federal laws and regulations.

4.4 Attorneys' Fees and Costs: Earth Circle shall pay $45,960 for attorneys' fees and costs.

4.5 Schedule of Payment: The funds set forth above shall be paid according to the following schedule and in the following form of payment, except that Earth Circle may accelerate any of these payments at any time if it so chooses:

a. $21,480 within 60 days of the date the Court approves this Consent Judgment in the form of: one check made payable to As You Sow in the amount of $20,000 and one check made payable to Altshuler Berzon in the amount of $1,480.

b. $11,480 within six (6) months of the date the Court approves this Consent Judgment in the form of: one check made payable to Altshuler Berzon in the amount of $8,500 and one check made payable to Shute, Mihaly & Weinberger in the amount of $6,480.

c. $11,000 within twelve (12) months of the date the Court approves this Consent Judgment in the form of: one check made payable to Altshuler Berzon in the amount of $5,500 and one check made payable to Shute, Mihaly & Weinberger in the amount of $5,500.

d. $11,000 within eighteen (18) months of the date the Court approves this Consent Judgment in the form of: one check made payable to Altshuler Berzon in the amount of $5,500 and one check made payable to Shute, Mihaly & Weinberger in the amount of $5,500.

e. $11,000 within twenty-four (24) months of the date the Court approves this Consent Judgment in the form of: one check made payable to Altshuler Berzon in the amount of $5,500 and one check made payable to Shute, Mihaly & Weinberger in the amount of $5,500.

5. CLAIMS COVERED AND RELEASED

5.1 As You Sow's Release of Earth Circle

As to cadmium and/or lead in the Covered Products, this Consent Judgment is a full, final, and binding resolution between Earth Circle and As You Sow, on behalf of itself and in the public interest, of any violation of Proposition 65 that was or could have been asserted by As You Sow, and its past and current agents, representatives, attorneys, successors and/or assignees, against Earth Circle, and each of its parents, subsidiaries, affiliated entities under common ownership, directors, officers, members, shareholders, equity holders, employees, and attorneys, for products sold before the date the Court enters this Consent Judgment.

Furthermore, this Consent Judgment is a full, final, and binding resolution between Earth Circle and each entity to whom Earth Circle directly or indirectly distributes or sells the Covered Products including, but not limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees, based on their failure to warn about alleged exposures to cadmium in Cacao Nibs and/or Dulse manufactured, imported, distributed, sold, and/or offered for sale by Earth Circle in California, for products sold before the Effective Date. This release is not on behalf of the People of the State of California, per Cal. Code Regs. tit. 11, § 3205(a)(1).

5.2 Earth Circle's Release of As You Sow

Earth Circle and its past and current agents, representatives, attorneys, successors, and/or assignees hereby waive any and all claims against As You Sow and its parents, subsidiaries, officers, directors, employees, agents, insurers and representatives, and its successors and assigns ("As You Sow Releasees"), for any and all actions taken or statements made (or those that could have been taken or made) by As You Sow and its attorneys and other representatives, whether in the course of investigating Proposition 65 claims or seeking to enforce Proposition 65 against them in this matter or with respect to the Covered Products.

6. SEVERABILITY

If, subsequent to the execution of this Consent Judgment, any of the provisions of this Consent Judgment are deemed by a court to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

7. GOVERNING LAW

The terms of this Consent Judgment shall be governed by the laws of the State of California and apply within the State of California. Nothing in this Consent Judgment shall be interpreted to relieve the Parties of any obligation to comply with any pertinent state or federal toxics control law.

8. MODIFICATION

This Consent Judgment may be modified only by a written agreement of the Parties.

9. ENFORCEMENT OF CONSENT JUDGMENT

No party may apply to the Court to enforce this Consent Judgment, unless that Party has first provided 30 days written notice ("Notice Period") pursuant to Section 11 of this Consent Judgment to the other Party of any alleged violations of this Consent Judgment. Additionally, the Parties agree to meet and confer to resolve any alleged violations of this Consent Judgment during the 30-day notice period, and further agree not to apply to the Court to enforce this Consent Judgment until expiration of the Notice Period. If the prevailing party in any action enforcing this Consent Judgment seeks to recover its reasonable attorneys' fees and costs, it shall do so under the provisions of Code of Civil Procedure §1021.5.

10. DURATION OF CONSENT JUDGMENT

This Consent Judgment shall terminate seven years after the Effective Date unless the term of this Consent Judgment is extended by agreement of the Parties.

11. PROVISION OF NOTICE

Unless specified herein, all correspondence, payments and notices required to be provided pursuant to this Consent Judgment shall be in writing and (i) personally delivered; (ii) sent by first-class registered or certified mail with return receipt requested; or (iii) sent by overnight courier, to one Party by the other Party at the following addresses:

For As You Sow:

As You Sow Foundation
Attn: Danielle Fugere, President and Chief Counsel
1611 Telegraph Street, Suite 1450
Oakland, CA 94612
Tel: (510) 735-8158

With a copy to:

Barbara Chisholm
Tony LoPresti
Altshuler Berzon LLP
177 Post Street, Suite 300
San Francisco, CA 94108
Tel: (415) 421-7151

and

Ellison Folk
Laura D. Beaton
Shute, Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
Tel: (415) 552-7272

For Earth Circle:

Eric Botner
Earth Circle Organics
355 Crown Point Circle, Suite D
Grass Valley, CA 95945

With a copy to:

Melissa A. Jones
Bao Vu
Stoel Rives LLP
500 Capitol Mall, Suite 1600
Sacramento, CA 95814-3361
Tel: (916) 319-4658

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

12. COUNTERPARTS; FACSIMILE AND SIGNATURES

This Consent Judgment may be executed in counterparts and by facsimile or pdf signature, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same document.

13. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)

As You Sow agrees to comply with the reporting requirements referenced in Health & Safety Code § 25249.7(f).

14. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment and have read, understood, and agreed to all of the terms and conditions contained herein.

[The remainder of this page left blank intentionally – signature page follows]

APPROVED AS TO FORM:

Dated: February 16, 2017

ALTSHULER BERZON LLP

By _____
Barbara J. Chisholm
Attorneys for Plaintiff As You Sow

Dated: February 10, 2017

STOEL RIVES LLP

By _____
Melissa A. Jones
Bao M. Vu
Attorneys for Defendant EARTH CIRCLE ORGANICS

SO AGREED:

Dated: 2/15, 2017

AS YOU SOW

By _____
Name Andrew Behar
Title CEO

Dated: _____, 2017

EARTH CIRCLE ORGANICS

By _____
Name _____
Title _____

APPROVED AS TO FORM:

Dated: _____, 2017

ALTSHULER BERZON LLP

By _____
Barbara J. Chisholm
Attorneys for Plaintiff As You Sow

Dated: _____, 2017

STOEL RIVES LLP

By _____
Melissa A. Jones
Bao M. Vu
Attorneys for Defendant EARTH CIRCLE ORGANICS

SO AGREED:

Dated: _____, 2017

AS YOU SOW

By _____

Name _____

Title _____

Dated: 2/10/17, 2017

EARTH CIRCLE ORGANICS

By _____

Name Hedos Heller

Title President / COO

IT IS SO 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: _____, 2017

_____

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

In Superfoods We Trust

Cold-Processed – Never Heated Above 118 °F

A Good Source of All-Natural Vitamins and Minerals

Nutrition Facts

Serving Size 3 tsp (9 g)
Servings Per Container 50

Amount Per Serving	
Calories 50	**Calories from Fat 30**
	% Daily Value*
Total Fat 4g	**6%**
Saturated Fat 2g	**11%**
***Trans* Fat 0g**	
Cholesterol 0mg	**0%**
Sodium 20mg	**1%**
Potassium 90mg	**3%**
Total Carbohydrate 4g	**1%**
Dietary Fiber 2g	**10%**
Sugars 0g	
Protein 1g	

Vitamin A 0% •	**Vitamin C 0%**
Calcium 2% •	**Iron 6%**
Magnesium 8% •	**Phosphorus 4%**

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories	2,000	2,500
Total Fat	Less Than	65g	80g
Sat Fat	Less Than	20g	25g
Cholesterol	Less Than	300mg	300mg
Sodium	Less Than	2400mg	2400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

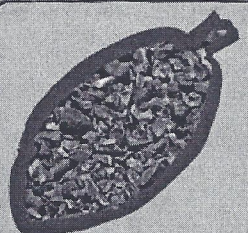
Ingredients: Cold-Processed Organic Cacao Beans

Product of Indonesia

Earth Circle Organics believes the integrity of our food is one of the most important aspects in our lives. The organic foods we source come from farmers and suppliers who operate with respect for the earth and their products. Your purchase of ECO Cacao Nibs supports over 5,000 organic family farms in Indonesia.

ECO's verified Cold-Processed Cacao Nibs are never heated above 118 °F during production from beans to nibs. We offer you our **Cold-Process Guarantee**, as our source in Bali, Indonesia is one of the few facilities in the world that allows firsthand verification of processes and temperature. We've seen it; we've tested it. Now we are bringing our delicious cacao nibs to you!

Each step of the way, from tree to nib, is carefully monitored to ensure the finest Balinese cacao pods are selected to create ECO's Cacao Nibs. The result is a deliciously textured nib with a dark chocolate aroma, hints of citrus and smooth finish. Loaded with nutrition, just a small handful of ECO Cacao Nibs can boost energy levels and leave you feeling happy and alert!



Organic Balinese Cold-Processed Cacao Nibs add texture and fine chocolate flavor to a variety of recipes

- Trail Mixes
- Oatmeal
- Pudding
- Raw Chocolate
- Sprinkled on Frozen Desserts and Cakes
- Blended into Smoothies
- Baked into Cookies

WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

Distributed By
EARTH CIRCLE ORGANICS
Auburn, CA 95602
www.earthcircleorganics.com
Certified Organic by Organic Certifiers, Inc.

8 13313 01241 3

Vegan

NON GMO

USDA ORGANIC

US-ORG-043

EXHIBIT B

Earth Circle Foods™

Raw and Wholesome Food for Vibrant Living

RAW & WILDCRAFTED

DULSE

Net Weight 4 oz (113 g)

Product of Canada

Earth Circle Foods
Auburn, CA 95602

Keep in a cool dark place.

Best before: 07/31/2017
Lot # W277804

WARNING: This product contains a chemical known to the State of California to cause birth defects or other reproductive harm.

8 13313 01191 1

SVD4ow

Nutrition Facts	
Serving Size 1/3 cup (7 g)	
Servings Per Container 16	
Amount Per Serving	
Calories 18	Calories from Fat 0
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 122mg	5%
Potassium 547mg	16%
Total Carbohydrate 3g	1%
Dietary Fiber 2g	8%
Sugars 0g	
Protein 2g	
Vitamin A 1% • Vitamin C 1%	
Calcium 2% • Iron 11%	
Magnesium 5% • Phosphorus 3%	
Iodine 779% • Riboflavin 8%	
Vitamin B6 32% • Vitamin B12 8%	

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

		Calories 2,000	2,500
Total Fat	Less Than	65g	80g
Sat Fat	Less Than	20g	25g
Cholesterol	Less Than	300mg	300mg
Sodium	Less Than	2400mg	2400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

Ingredients: Dulse (Palmaria Palmata)

www.EarthCircleFoods.com