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10 Attorneys for Plaintiff As You Sow

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18 Attorneys for Defendant Trader Joe's Company

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

AS YOU SOW,

Plaintiff,

v.

TRADER JOE'S COMPANY,

Defendant.

Case No. \*\*\*

**[PROPOSED] CONSENT JUDGMENT**

Unlimited Civil Case

1 This Consent Judgment is entered into by and between Plaintiff As You Sow ("AYS" or  
2 "Plaintiff") and Defendant Trader Joe's Company ("Trader Joe's" or "Defendant"), to resolve  
3 claims raised against Defendant in the Complaint in the above-captioned action, which was filed  
4 on \_\_\_\_\_, 2018. This Consent Judgment shall be effective upon entry. AYS and  
5 Defendant (collectively "the Parties") agree to the terms and conditions set forth below.

6 **1. INTRODUCTION**

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

11 1.2 Defendant produces, distributes, and/or sells Trader Joe's Roasted Seaweed Snack  
12 (SKU No. 92743) (the "Covered Product").

13 1.3 AYS alleges in the Complaint that the Covered Product contains cadmium, which  
14 is a chemical listed by the State of California as known to cause cancer and birth defects or other  
15 reproductive harm pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986  
16 ("Proposition 65"), California Health and Safety Code § 25249.5 *et seq.*

17 1.4 On September 17, 2014, AYS sent a 60-day Notice of Violation ("Notice") to  
18 Defendant and to public enforcers as required by Health and Safety Code section 25249.7, alleging  
19 that Defendant violated Proposition 65 by failing to provide clear and reasonable warnings before  
20 exposing persons to cadmium contained in the Covered Product.

21 1.5 The Parties have agreed to enter into this Consent Judgment to settle Plaintiff's  
22 claims with regard to the Covered Product and to avoid prolonged and costly litigation.

23 1.6 Defendant generally denies all material and factual allegations contained in or  
24 arising from Plaintiff's Notice, asserts that it has various affirmative defenses to such potential  
25 claims, and specifically denies that the Plaintiff or California consumers have been harmed or  
26 damaged by its conduct or products, including the Covered Product.

27 1.7 By executing and complying with this Consent Judgment, neither Party admits the  
28 existence of any other statutory, common law, or equitable claim, requirement or defense relating

1 to or arising from the production, sale, or distribution of the Covered Product in California.

2 Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, or defense  
3 that AYS and Defendant may have in any other, or in future, legal proceedings unrelated to this  
4 action. This Paragraph shall not diminish or otherwise affect the obligations, responsibilities, and  
5 duties of the Parties under this Consent Judgment.

6 1.8 The term "Effective Date" means the date of entry of this Consent Judgment.

7 1.9 The only product covered by this Consent Judgment is the Covered Product, and  
8 the only chemical covered by this Consent Judgment is the chemical cadmium as it relates to the  
9 Covered Product only.

10 **2. JURISDICTION AND VENUE**

11 For purposes of this Consent Judgment only, the Parties stipulate that this Court has  
12 jurisdiction over the allegations contained in the Complaint and personal jurisdiction over  
13 Defendant; venue is proper in Alameda County; the Court has jurisdiction to enter this Consent  
14 Judgment as a full and final resolution of all Proposition 65 claims up through and including the  
15 Effective Date which were or could have been asserted in this action based on the facts alleged in  
16 Plaintiff's Notice and Complaint; and the Court shall retain jurisdiction to enforce this Consent  
17 Judgment.

18 **3. INJUNCTIVE RELIEF**

19 3.1 Beginning no later than 90 days from the Effective Date of this Consent Judgment  
20 ("Compliance Date"), Defendant shall not produce, distribute, and/or sell in California any  
21 Covered Product unless its packaging bears the Notice Statement specified in Section 3.2 below.

22 3.2 Beginning no later than the time period specified above, packaging of the Covered  
23 Product produced, distributed, and/or sold by Defendant in the State of California shall comply  
24 with the warning requirements set forth in California Code of Regulations, Title 27, Article 6  
25 § 25603(b) and bear the following "Notice Statement":

26 **⚠ WARNING: Cancer and Reproductive Harm - [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).**

27 3.3 Defendant shall prominently affix or print the Notice Statement as required in  
28

1 Paragraph 3.2 on the Covered Product's packaging, in a form substantially similar to the exemplar  
2 in Exhibit A. The Notice Statement (as set forth in Exhibit A) shall be displayed with such  
3 conspicuousness, as compared with other words, statements, designs, or devices on the packaging  
4 or labeling of the Covered Product, so as to render the Notice Statement likely to be read and  
5 understood by an ordinary individual under customary conditions of purchase and use.

6       3.4     The Parties agree, and by entering this Consent Judgment the Court so finds, that  
7 the content and placement of the Notice Statement as shown in Exhibit A hereto meets the  
8 requirements of Paragraphs 3.2 – 3.3 of this Consent Judgment. The Parties further agree, and by  
9 entering this Consent Judgment the Court so finds, that the alternate placement of the Notice  
10 Statement either directly below the distribution information in Exhibit A, or directly above the  
11 barcode in Exhibit A, also meets the requirements of Paragraphs 3.2 – 3.3 of this Consent  
12 Judgment. Defendant agrees to print the Notice Statement in high resolution such that it will be  
13 clearly legible.

14       3.5     If Defendant sells the Covered Product via an internet site controlled by Defendant  
15 to customers located in California, Defendant shall prominently display the Notice Statement set  
16 forth in Paragraph 3.2 on the internet site in conjunction with the Covered Product as set forth  
17 below. Such a statement shall be displayed in the same type size as the surrounding, non-heading  
18 text, either: (a) on the same page, without scrolling, as the description of the Covered Product; (b)  
19 on the same page, without scrolling, as the order form for the Covered Product; (c) on the same  
20 page, without scrolling, as the price for the Covered Product; or (d) in a dialogue box which  
21 appears and is visible when a California address for delivery is provided by the consumer, so long  
22 as the dialogue box appears prior to completion of the internet sale and requires the consumer to  
23 affirmatively accept receipt of the statement set forth in the dialogue box as a condition precedent  
24 to completing the sale. For purposes of option (d), the text of the statement shall be displayed in  
25 the same type size as the surrounding, non-heading text on the screen at the time of the appearance  
26 of the dialogue box.

27       3.6     If Defendant sells the Covered Product through the website of any internet retailer,  
28 Defendant shall send by first class mail or overnight delivery, prior to the Compliance Date, a

1 letter requesting that the internet retailer provide the Notice Statement in Paragraph 3.2 in the  
2 same manner as required under Paragraph 3.5. The letter shall state that failure to provide this  
3 statement may result in liability for the internet retailer. In the letter, Defendant shall request that  
4 the internet retailer respond with a written acknowledgement that it will comply with Defendant's  
5 request.

6 3.7 If Defendant sells the Covered Product via mail order to customers located in  
7 California, Defendant shall prominently display the Notice Statement as required in Paragraph 3.2,  
8 in the mail order catalogue in conjunction with the Covered Product. The Notice Statement shall  
9 appear either on the same page as the Covered Product is displayed, or on the same page upon  
10 which the Covered Product's price is listed, in the same type size as the surrounding, non-heading  
11 text. The Notice Statement shall be added in the first print run of the mail order catalogue on or  
12 after the Effective Date.

13 3.8 Any changes to the text, format, or placement of the statements required under  
14 Paragraphs 3.2 through 3.7 shall be made only after Court approval and following written notice to  
15 Plaintiff and to the Attorney General.

16 **4. SETTLEMENT PAYMENTS**

17 4.1 Civil Penalty: Within thirty days of the Effective Date, Defendant shall pay  
18 \$25,000 in the form of a check made payable to As You Sow, as a civil penalty pursuant to Health  
19 and Safety Code section 25249.7(b). AYS shall remit seventy-five percent (75%) of this amount  
20 to the State of California pursuant to Health and Safety Code section 25249.12(b).

21 4.2 Additional Settlement Payment: Within thirty days of the Effective Date,  
22 Defendant shall pay \$18,000 in the form of a check made payable to AYS, with this amount to be  
23 used by AYS for grants to California 501(c)(3) non-profit organizations and by the AYS  
24 Environmental Enforcement Fund. These funds shall be used to educate and/or reduce or  
25 remediate consumer exposures to toxic chemicals such as cadmium and to increase consumer,  
26 worker, and community awareness of the health hazards posed by toxic chemicals in California.  
27 In deciding among grant proposals, the As You Sow Board of Directors ("Board") takes into  
28 consideration a number of important factors, including: (1) the nexus between the harm done in

1 the underlying case(s) and the grant program work; (2) the potential for toxics reduction,  
2 prevention, remediation, or educational benefits to California citizens from the proposal; (3) the  
3 budget requirements of the proposed grantee and the alternate funding sources available to it for  
4 its project; and, (4) the Board's assessment of the proposed grantee's ability to perform the funded  
5 activities. AYS shall ensure that all funds will be disbursed and used in accordance with this  
6 paragraph, as well as AYS' mission statement, articles of incorporation, bylaws, and applicable  
7 state and federal laws and regulations. AYS shall obtain and maintain adequate records to  
8 document that the funds are spent on the activities described in this paragraph, and shall provide to  
9 the Attorney General, within thirty days of any request, copies of all documentation demonstrating  
10 how such funds have been spent. No Party to this Consent Judgment or counsel of record, or  
11 spouse or dependent child thereof, has an economic interest in any individual or entity, besides  
12 itself, that will receive all or part of an Additional Settlement Payment.

13 4.3 Within thirty days of the Effective Date, Defendant shall pay \$57,000 in the form  
14 of a check made payable to Altshuler Berzon LLP, as reimbursement for Plaintiff's attorneys'  
15 fees, investigation costs, and other reasonable litigation costs and expenses.

16 **5. MODIFICATION**

17 5.1 This Consent Judgment may be modified by written agreement and stipulation of  
18 the Parties. If either Party seeks to modify the Consent Judgment, then it shall provide written  
19 notice to the other Party. The parties shall meet and confer within 30 days of receipt of such meet  
20 and confer notice. Neither Party shall unreasonably withhold agreement to any modification  
21 requested by the other Party based on an amendment to Proposition 65 or its supporting  
22 regulations or a change in the law. If despite their meet-and-confer efforts, the Parties are unable  
23 to reach agreement on a stipulated modification, either Party may file a noticed motion for  
24 modification with the Court for good cause shown, provided a copy of the motion is also served  
25 on the other Party and the Office of the California Attorney General.

26 5.2 If the parties reach agreement as to modification of the Consent Judgment, such  
27 stipulation shall be reported to the Office of the California Attorney General at least 21 days in  
28 advance of its submission to the Court for approval.

1 **6. DISPUTE RESOLUTION AND ENFORCEMENT**

2 6.1 If Plaintiff alleges that Defendant has failed to meet an obligation set forth in this  
3 Consent Judgment, Plaintiff shall inform Defendant in a reasonably prompt manner. As long as  
4 Defendant cures any such alleged violations within 30 days of receipt of the written notice, then  
5 there shall be deemed no material violation.

6 6.2 The Parties may, by motion filed in this Court, enforce the terms and conditions of  
7 this Consent Judgment. In the event a dispute arises with respect to any of the provisions of this  
8 Consent Judgment, and prior to the filing of any such motion, the Parties shall meet and confer  
9 within 14 days after either Party receives written notice of an alleged violation of this Consent  
10 Judgment or other dispute.

11 6.3 Either Party to this Consent Judgment is entitled to seek recovery of its reasonable  
12 attorneys' fees and costs incurred in any such motion or proceeding pursuant to the provisions of  
13 Code of Civil Procedure section 1021.5.

14 **7. CLAIMS COVERED AND RELEASE**

15 7.1 This Consent Judgment is a full, final, and binding resolution between Plaintiff, on  
16 behalf of itself and in the public interest, as well as Plaintiff's parents, subsidiaries, officers,  
17 directors, employees, agents, insurers, representatives, successors and assigns ("AYS Releasees"),  
18 and Defendant and its respective officers, directors, shareholders, employees, agents, parent  
19 companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers, distributors,  
20 wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of  
21 the Covered Product, and the predecessors, successors, and assigns of any of them (collectively,  
22 "Trader Joe's Releasees"). Plaintiff hereby fully releases and discharges Trader Joe's Releasees  
23 from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties,  
24 fees (including fees of attorneys, experts, and others), costs, and expenses asserted, or that could  
25 have been asserted from the handling, use, or consumption of the Covered Product, as to any  
26 alleged violation of Proposition 65 or its implementing regulations arising from the failure to  
27 provide Proposition 65 warnings on the Covered Product regarding cadmium up to and including  
28 the Compliance Date. Defendant hereby releases AYS from, and waives any claims against AYS

1 and AYS Releasees for injunctive relief or damages, penalties, fines, sanctions, mitigation, fees  
2 (including fees of attorneys, experts and others), costs, expenses, or any other sum incurred or  
3 claimed or which could have been claimed for matters related to the Notice of Violation or  
4 Complaint.

5 7.2 Plaintiff agrees not to issue a press release regarding this Consent Judgment.

6 7.3 Compliance with the terms of this Consent Judgment shall be deemed to constitute  
7 compliance with Proposition 65 for the Covered Product.

8 **8. GOVERNING LAW AND CONSTRUCTION**

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

11 **9. COURT APPROVAL**

12 9.1 Unless otherwise stipulated by the Parties, the Court shall either approve or  
13 disapprove of this Consent Judgment in its entirety, without alteration, deletion or amendment.

14 9.2 Unless otherwise stipulated by the Parties, if the Court fails to approve and order  
15 entry of the Consent Judgment without any alteration, deletion or amendment, this Consent  
16 Judgment shall become null and void upon the election of either Party, and shall not be introduced  
17 into evidence or otherwise used in any proceeding for any purpose.

18 9.3 Defendant agrees not to oppose Court approval of this Consent Judgment.

19 **10. ENTIRE AGREEMENT**

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

23 **11. DURATION OF CONSENT JUDGMENT**

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

27 **12. APPLICATION OF CONSENT JUDGMENT**

28 This Consent Judgment shall apply to, be binding upon, and benefit the Parties and their

1 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
2 divisions, franchisees, licensees, customers, distributors, wholesalers, retailers, predecessors,  
3 successors, and assigns. This Consent Judgment shall have no application to Covered Products  
4 sold exclusively outside the State of California and not used by California consumers.

5 **13. ATTORNEYS' FEES**

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

9 **14. COMPLIANCE WITH HEALTH AND SAFETY CODE §25249.7**

10 14.1 Plaintiff shall comply with the reporting requirements referred to in Health and  
11 Safety Code section 25249.7(f) (and established in Title 11 of the California Code of Regulations  
12 sections 3000-3008), and shall move for approval of this Consent Judgment pursuant to the terms  
13 thereof.

14 14.2 The Parties shall use their best efforts to support entry of this Consent Judgment. If  
15 the California Attorney General objects to any term in this Consent Judgment, the Parties shall use  
16 their best efforts to resolve the concern in a timely manner, and if possible, prior to the hearing on  
17 the motion to approve this Consent Judgment.

18 **15. PROVISION OF NOTICE**

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

21 Plaintiff As You Sow

22 As You Sow Foundation  
23 Attn: Danielle Fugere, President and Chief Counsel  
24 1611 Telegraph Street, Suite 1450  
25 Oakland, CA 94612  
26 Tel.: (510) 735-8158

27 With a copy to:

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

1                    Defendant Trader Joe's Company

2                    Kathryn Cahan  
3                    Senior Vice President, General Counsel  
4                    Trader Joe's Company  
5                    800 South Shamrock Avenue  
6                    Monrovia, CA 91016

7                    With a copy to:

8                    Dawn Sestito  
9                    O'Melveny & Myers LLP  
10                    400 South Hope Street  
11                    Los Angeles, CA 90071

12                    16.    **EXECUTION AND COUNTERPARTS**

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

16                    17.    **DRAFTING**

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

25                    18.    **AUTHORIZATION**

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

1 **APPROVED AS TO FORM:**

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3 Dated: \_\_\_\_\_, 2018

**ALTSHULER BERZON LLP**

4

By

\_\_\_\_\_  
BARBARA J. CHISHOLM  
TONY LOPRESTI  
ALTSHULER BERZON LLP

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Attorneys for Plaintiff AS YOU SOW

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9 Dated: March 19, 2018

By

\_\_\_\_\_  
DAWN SESTITO  
O'MELVENY & MYERS LLP

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Attorneys for Defendant TRADER JOE'S COMPANY

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13 **SO AGREED:**

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16 Dated: \_\_\_\_\_, 2018

**AS YOU SOW**

17

By: \_\_\_\_\_

18

Name: \_\_\_\_\_

19

Title: \_\_\_\_\_

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21

22 Dated: \_\_\_\_\_, 2018

**TRADER JOE'S COMPANY**

23

By: \_\_\_\_\_

24

Name: Kathryn Cahan

25

Title: Senior Vice President, General Counsel

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1 **APPROVED AS TO FORM:**

2  
3 Dated: MARCH 19, 2018

**ALTSHULER BERZON LLP**

4  
5 By 

BARBARA J. CHISHOLM  
TONY LOPRESTI  
ALTSHULER BERZON LLP

7 Attorneys for Plaintiff AS YOU SOW

8  
9 Dated: \_\_\_\_\_, 2018

By \_\_\_\_\_

DAWN SESTITO  
O'MELVENY & MYERS LLP

11 Attorneys for Defendant TRADER JOE'S COMPANY

12 **SO AGREED:**

13  
14 Dated: \_\_\_\_\_, 2018

**AS YOU SOW**

16 By: \_\_\_\_\_

17 Name: \_\_\_\_\_

18 Title: \_\_\_\_\_

19 Dated: March 19, 2018

**TRADER JOE'S COMPANY**

21 By: 

22 Name: Kathryn Cahan

23 Title: Senior Vice President, General Counsel

1 APPROVED AS TO FORM:

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3 Dated: MARCH 19, 2018

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12 SO AGREED:

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14 Dated: 3/22, 2018

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19 Dated: March 19, 2018

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ALTSHULER BERZON LLP

By

BARBARA J. CHISHOLM  
TONY LOPRESTI  
ALTSHULER BERZON LLP

Attorneys for Plaintiff AS YOU SOW

By

DAWN SESTITO  
O'MELVENY & MYERS LLP

Attorneys for Defendant TRADER JOE'S COMPANY

AS YOU SOW

By:

Name:

Title:

Andrew Behar  
CEO

TRADER JOE'S COMPANY

By:

Name: Kathryn Cahan

Title: Senior Vice President, General Counsel

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**[PROPOSED] ORDER**

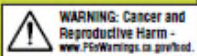
**IT IS SO ORDERED AND ADJUDGED:**

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: \_\_\_\_\_, 2018

\_\_\_\_\_  
HON. \_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT A



WARNING: Cancer and Reproductive Harm - [www.P66Warnings.ca.gov/food](http://www.P66Warnings.ca.gov/food).

INGREDIENTS: SEAWEED, EXPELLER PRESSED CANOLA OIL, SESAME OIL, SEA SALT.

DIST. & SOLD EXCLUSIVELY BY: TRADER JOE'S, MONROVIA, CA 91016

PRODUCT OF KOREA

SKU# 62743

VEGAN



TRADER JOE'S®  
*Roasted Seaweed Snack*

TRADER JOE'S®  
*Roasted Seaweed Snack*

NET WT.  
0.4 OZ  
(11.3g)

GLUTEN FREE



*Crunchy, a little salty and surprisingly nutty, Trader Joe's Seaweed Snacks are an intriguing change of pace in the snack lane. Enjoy them as a snack or break apart the pieces and sprinkle them over a salad for a twist on the ordinary.*

## Nutrition Facts

Serving Size 1/2 package (5g)  
Servings Per Container about 2

### Amount Per Serving

**Calories 30**    Calories from Fat 20

% Daily Value\*

**Total Fat** 2g    **3%**

Saturated Fat 0g    **0%**

Trans Fat 0g

**Cholesterol** 0mg    **0%**

**Sodium** 50mg    **2%**

**Total Carbohydrate** 1g    **0%**

Dietary Fiber 1g    **4%**

Sugars 0g

**Protein** 1g

Vitamin A 8%    •    Vitamin C 20%

Calcium 0%    •    Iron 2%

\*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
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g