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Attorneys for Defendant Icrest International LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

AS YOU SOW, Plaintiff, v. ICREST INTERNATIONAL LLC Defendant.	Case No. RG15786176 **[PROPOSED] CONSENT JUDGMENT** Civil Case Complaint Filed: September 17, 2015

This Consent Judgment is entered into by and between Plaintiff As You Sow ("AYS") and Defendant Icrest International LLC ("Defendant"), to resolve claims against Defendant raised in the Plaintiff's Complaint in the above-captioned action, which was filed on September 17, 2015. This Consent Judgment shall be effective upon entry. AYS and Defendant (collectively "the Parties") agree to the terms and conditions set forth below.

1. INTRODUCTION

1.1 AYS 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. AYS is based in Oakland, California and is incorporated under the laws of the State of California.

1.2 Defendant produces, distributes, and/or sells Yatta! Brand Roasted Seaweed Sushi Nori Half Sheet (the "Covered Product").

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

1.4 On November 4, 2014, AYS sent 60-day Notices of Violation to Defendant and to public enforcers as required by Health and Safety Code section 25249.7, alleging that Defendant violated Proposition 65 by failing to provide clear and reasonable warnings before exposing persons to cadmium contained in the Covered Product.

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

1.6 By executing and complying with this Consent Judgment, neither Party admits any facts or conclusions of law alleged in the Complaint, or to the existence of any other statutory, common law, or equitable claim or requirement relating to or arising from the production, sale, or distribution of the Covered Product in California.

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

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

2. JURISDICTION

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations contained in the Complaint and personal jurisdiction over Defendant; venue is proper in Alameda County; the Court has jurisdiction to enter this Consent Judgment as a resolution of all claims alleged in the Complaint; and the Court shall retain jurisdiction to enforce the Consent Judgment.

3. INJUNCTIVE RELIEF

3.1 Beginning on September 10, 2015, or thirty days from the Effective Date of this Consent Judgment, whichever is earlier, all Covered Products produced, distributed, or sold by Defendant in the State of California shall provide the following warning statement:

> **PROPOSITION 65 WARNING:** Ingesting this product will expose you to chemicals, including cadmium, known to the State of California to cause cancer and birth defects and other reproductive harm.

3.2 Defendant shall prominently affix or print the warning statement required in Paragraph 3.1 on the Covered Product's packaging and labeling. The warning statement shall be displayed with such conspicuousness, as compared with other words, statements, designs, or devices on the Covered Product, or its packaging or labeling, as to render the warning statement likely to be read and understood by an ordinary individual under customary conditions of purchase and use.

3.3 The Parties agree, and the Court so finds, that the content and the placement of the warning statement as shown in Exhibit A hereto meets the requirements of Paragraphs 3.1 – 3.2 of this Consent Judgment.

4. SETTLEMENT PAYMENTS

4.1 Within thirty days of the Effective Date, Defendant shall pay $5,750, in the form of a check made payable to As You Sow, as a civil penalty pursuant to Health and Safety Code section 25249.7(b). AYS shall remit seventy-five percent (75%) of this amount to the State of California pursuant to Health and Safety Code section 25249.12(b).

4.2 In Lieu Payment: Within thirty days of the Effective Date, Defendant shall pay $5,750, in the form of a check made payable to AYS, with this amount to be used by AYS for grants to California non-profit organizations and by the AYS 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. AYS shall ensure that all funds will be disbursed and used in accordance with AYS' mission statement, articles of incorporation, bylaws, and applicable state and federal laws and regulations.

4.3 Within thirty days of the Effective Date, Defendant shall pay $26,000, in the form of a check made payable to Altshuler Berzon Attorney-Client Trust Account, as reimbursement for AYS's attorneys' fees, investigation costs, and other reasonable costs and expenses.

5. ENFORCEMENT OF CONSENT JUDGMENT

The Parties may, by motion filed in this Court, enforce the terms and conditions of this Consent Judgment. In the event a dispute arises with respect to any of the provisions of this Consent Judgment, and prior to the filing of any such motion, the Parties shall meet and confer within ten days after either Party receives written notice of an alleged violation of this Agreement. The prevailing party in any dispute filed with the Court regarding compliance with the terms of this Consent Judgment shall be entitled to recover its costs and reasonable attorneys' fees.

6. CLAIMS COVERED AND RELEASE

6.1 In further consideration of the promises and agreements herein contained, and for the payments to be made pursuant to this Consent Judgment, AYS on behalf of itself and in its representative capacity, its past and current agents, representatives, attorneys, successors, and/or

assignees, and in the interest of the general public, hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorney's fees) of any nature whatsoever, whether known or unknown, fixed or contingent (collectively "claims"), against Defendant, and each of its wholesalers, licensors, licensees, auctioneers, retailers, distributors, franchisees, dealers, customers, owners, purchasers, anyone who Defendant directly or indirectly sells the Covered Product to, users, parent companies, predecessors, successors, corporate affiliates, subsidiaries, and their respective past and present members, officers, directors, attorneys, representatives, shareholders, agents, and employees, including but not limited to Itochu International, Inc. (collectively "Releasees"), arising from the failure to provide Proposition 65 warnings regarding alleged exposures to cadmium in the Covered Product manufactured, distributed, or sold before the Effective Date.

6.2 Defendant hereby releases AYS from, and waives any claims against, AYS and its employees, parents, subsidiaries, officers, directors, employees, agents, insurers and representatives, and its successors and assigns ("AYS Releasees") for injunctive relief or damages, penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses, or any other sum incurred or claimed or which could have been claimed for matters related to the Notices or Complaint.

6.3 Defendant's compliance with the terms of this Consent Judgment shall constitute compliance with Proposition 65 with respect to Defendant's alleged failure to warn about cadmium in the Covered Product.

6.4 Upon entry of the Consent Judgment, the Parties waive their respective rights to a hearing or trial on the allegations of the Complaint.

7. GOVERNING LAW AND CONSTRUCTION

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

7.2 The Parties, including their counsel, have participated in the preparation of this Consent Judgment which is the result of the joint efforts of the Parties. This Consent Judgment was subject to revision and modification by the Parties and has been accepted and approved as to form by the Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Consent Judgment shall not be interpreted against any Party as a result of the manner of the preparation of this Consent Judgment.

8. MODIFICATION OF CONSENT JUDGMENT

This Consent Judgment may be modified only upon written agreement of the Parties with approval of the Court, or pursuant to court order issued upon noticed motion of a Party for good cause shown and upon entry of a modified Consent Judgment by the Court. Any Party seeking to modify this Consent Judgment shall meet and confer in good faith with the other Party, and attempt to resolve any differences, prior to filing a motion to modify the Consent Judgment.

9. COURT APPROVAL

9.1 The Court shall either approve or disapprove of this Consent Judgment in its entirety, without alteration, deletion or amendment, unless otherwise so stipulated by the Parties and their counsel. Defendant agrees not to oppose this Consent Judgment.

9.2 In the event the Court fails to approve and order entry of the Consent Judgment without any change (unless otherwise so stipulated by the Parties), this Consent Judgment shall become null and void upon the election of any Party and upon written notice to all of the Parties to the Action pursuant to the notice provisions herein, and shall not be introduced into evidence or otherwise used in any proceeding for any purpose.

10. ENTIRE AGREEMENT

The Parties declare and represent that no promise, inducement or other agreement has been made conferring any benefit upon any Party except those contained herein and that this agreement contains the entire agreement pertaining to the subject matter hereof. This agreement supersedes any prior or contemporaneous negotiations, representations, agreements and understandings of the Parties with respect to such matters, whether written or oral. The Parties acknowledge that each

has not relied on any promise, representation or warranty, expressed or implied, not contained in this agreement.

11. DURATION OF CONSENT JUDGMENT

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

12. APPLICATION OF CONSENT JUDGMENT

This Consent Judgment shall apply to and be binding upon the Parties hereto, their divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

13. ATTORNEYS' FEES

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

14. COMPLIANCE WITH HEALTH AND SAFETY CODE §25249.7

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

14.2 Defendant will reasonably cooperate in obtaining approval of this Consent Judgment.

15. PROVISION OF NOTICE

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

Plaintiff 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

Defendant Icrest International LLC

725 S Figueroa St. #3050
Los Angeles, CA 90017

With a copy to:

Shelley Hurwitz
Holland & Knight
400 South Hope Street, 8th Fl.
Los Angeles, CA 90071
Tel: (213) 896-2400

16. EXECUTION AND COUNTERPARTS

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

17. AUTHORIZATION

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

APPROVED AS TO FORM:

Dated: September 15, 2015

ALTSHULER BERZON LLP

By _____
BARBARA J. CHISHOLM

Attorneys for Plaintiff AS YOU SOW

Dated: August 14, 2015

HOLLAND & KNIGHT LLP

By _____
SHELLEY G. HURWITZ

Attorneys for Defendant Icrest International LLC

SO AGREED:

Dated: Sept 15, 2015

AS YOU SOW

By: _____

Name: Andrew Behar

Title: CEO

Dated: August 13, 2015

ICREST INTERNATIONAL LLC

By: _____
Yuji Urabe, Chief Executive Officer

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: _____, 2015

_____
HON. _____
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

YATTA!

Asian Japanese Food Sources

What is YATTA! Brand?

YATTA! means "I did it" in Japanese and is a declaration to express achievement or happiness. YATTA! Brand offers a quality line of Japanese food products and is committed to providing our customers with a satisfying YATTA! cooking experience. Use our products to create your favorite Japanese dishes and you will feel YATTA! when you taste the results.

Roasted Seaweed

SUSHI NORI

Half Sheet

SUSHI HAND ROLLS

1 package **YATTA! Sushi Nori Half Sheets**
4 cups Sushi rice (see below for preparation)
Your favorite filling items cut into matchstick cuts

Sushi Rice Yields 4 cups.
2 cups short grain rice
2 cups plus 4 oz. water

Sushi rice vinegar mixture:
1 cup rice vinegar – 2/3 cup sugar – 2 tablespoon salt

Wash and rinse rice. Cook in automatic rice cooker following manufacturer's instructions. (Recommended for sweet top rice cooking instructions see below).

While rice is cooking, in saucepan combine ¾ of rice vinegar, sugar and salt. Stir over high heat until sugar and salt is dissolved. Bring to boil. Remove from heat and add remaining amount of rice vinegar. Let cool to room temperature. Any remaining vinegar mixture can be used for dressing or as a dipping sauce.

When rice is done, place cooked rice into a large wooden or non-reactive mixing bowl. Pour ¾ cup vinegar mixture over hot rice evenly. With any flat utensil, gently "cut" vinegar into rice. Try not to leave any clumps. Spread out evenly, let cool to room temperature.

Assembly:
1. Place small bowl of sushi rice in center middle of mat
2. Add about 2/3 rds of your favorite fillings center of rice
3. Fold over both ends of seaweed to make rings of a cone

For stove top rice cooking method:
(prep time: 5 min. Cook time: 40 min.)
Place uncooked rice in a colander and bowl rinse until water becomes clear. Place rinsed rice and water in a pot with a tight fitting lid over medium high heat and come to boil. Reduce heat to medium-low and let simmer for approximately 20 minutes. Note: Do not uncover during this cooking period. Turn off heat and let sit covered for an additional 10 minutes. With a flat wooden spoon or soy flat utensil, fluff rice then replace cover for another 5 min. Cooked white rice is ready to use.

Nutrition Facts

Serving Size 2 sheets (2.5g)
Servings Per Container 5

Amount Per Serving			
Calories	5	**Calories from Fat**	0
			% Daily Value*
Total Fat		0g	0%
Saturated Fat		0g	0%
Trans Fat		0g	
Cholesterol		0mg	0%
Sodium		13mg	1%
Total Carbohydrate		1g	0%
Dietary Fiber		1g	4%
Sugars		0g	
Protein		1g	
Vitamin A	4%	Vitamin C	9%
Calcium	1%	Iron	2%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily value 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	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

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

INGREDIENT: ROASTED SEAWEED

IMPORTED BY ICREST INTERNATIONAL LLC
CARSON, CA 90746
PRODUCT OF CHINA

PROPOSITION 65 WARNING: Ingesting this product will expose you to chemicals, including cadmium, known to the State of California to cause cancer and birth defects and other reproductive harm.

SUSHI NORI
Half Sheet
Roasted Seaweed

YATTA! BRAND

RESEALABLE BAG

hot rice evenly. With any flat utensil, gently "cut" vinegar into rice. Try not to leave any clumps. Spread out evenly. Let cool to room temperature.

Assembly:

1. Place small ball of sushi rice in center middle of nori
2. Add about 2-3 oz. of your favorite fillings center of rice
3. Fold over both ends of seaweed to make shape of a cone.

For stove top rice cooking method:
(prep time: 5 min. Cook time: 40 min.)
Place uncooked rice in a colander and bowl; rinse until water becomes clear. Place rinsed rice and water in a pot with a tight fitting lid over medium-high heat and cover. Bring to boil. Reduce heat to medium-low and let simmer for approximately 20 minutes. Note: Do not uncover during this cooking period. Turn off heat and let sit covered for an additional 10 minutes. With a flat wooden spoon or any flat utensil, fluff rice then replace cover for another 5 min. Cooked white rice is ready to use.

Sodium	less than	2,400mg	2,400mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g

Calories per gram
Fat 9 • Carbohydrate 4 • Protein 4

INGREDIENT: ROASTED SEAWEED

IMPORTED BY ICREST INTERNATIONAL LLC
CARSON, CA 90746
PRODUCT OF CHINA

0 18233 81001 3

PROPOSITION 65 WARNING: Ingesting this product will expose you to chemicals, including cadmium, known to the State of California to cause cancer and birth defects and other reproductive harm.

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内容及排布!