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11 Attorneys for Defendant
12 RAINBOW LIGHT, LLC

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SAN FRANCISCO**

15
16 AS YOU SOW,

17 Plaintiff,

18 v.

19 RAINBOW LIGHT NUTRITIONAL
20 SYSTEMS, INC., and DOES 1 through 10,
inclusive,

21 Defendants.

Case No. CGC 15-551517

[PROPOSED] CONSENT JUDGMENT

1 **1. INTRODUCTION**

2 1.1 On September 17, 2014, As You Sow, Inc. (“AYS”) issued a 60-day notice of
3 violation (“Original Notice”) under California Health and Safety Code section 25249.5 et seq.
4 (“Proposition 65”) that was served on Defendant Rainbow Light Nutritional Systems, Inc. and
5 all required California public enforcers. On October 14, 2014, Rainbow Light Nutritional
6 Systems, Inc. converted to a limited liability company, changing its name to Rainbow Light
7 Nutritional Systems, LLC (“Rainbow”). Rainbow is the successor in interest to Defendant. In
8 the Original Notice, AYS alleged that Rainbow Light Creamy Vanilla Protein Energizer, a
9 protein supplement manufactured, distributed, or sold by Rainbow, causes exposures to
10 cadmium and that this product requires warnings under Proposition 65.

11 1.2 On February 5, 2016, AYS issued a 60-day notice of violation (“Second Notice”)
12 under Proposition 65 that was served on Rainbow and all required California public enforcers.
13 In the Second Notice, AYS alleged that Rainbow Light Chocolate Protein Energizer and other
14 similar products manufactured, distributed, or sold by Rainbow cause exposures to cadmium and
15 that these products require warnings under Proposition 65.

16 1.3 Together, the Protein Energizer products described in Sections 1.1 and 1.2, as well
17 as all of Rainbow’s varieties, sizes, flavors, packaging, forms, potencies and any other variations
18 of protein supplements and protein supplement products supplying at least five grams of protein
19 according to the “Nutrition Facts” or “Supplement Facts” panel on the product label previously
20 or currently, or are in the future, manufactured by, sold by, introduced into the stream of
21 commerce, or distributed directly or indirectly in or into California by, or on behalf of, Rainbow
22 are referred to herein as the “Protein Supplement Products,” including such products otherwise
23 meeting the definition of “Protein Supplement Products” set forth in this paragraph which are
24 first introduced into California subsequent to the effective date of this Consent Judgment. The
25 Protein Supplement Products that are covered by this Consent Judgment include, but are not
26 limited to, Rainbow Light Creamy Vanilla Protein Energizer, Rainbow Light Chocolate Protein
27 Energizer, Rainbow Light Acai Berry Blast Protein Energizer, Prenatal and Postnatal Protein
28 Energizer Vanilla, Vegan Lean Protein Vanilla and Vegan Lean Protein – Berry.

1 1.4 On April 15, 2016, AYS individually and on behalf of the public interest, initiated
2 this action ("Action") against Rainbow. The Complaint ("Complaint") asserted a cause of action
3 under Proposition 65 on the basis of the allegations contained in the Original Notice and Second
4 Notice.

5 1.5 Rainbow denies AYS's claims that the Protein Supplement Products require
6 warnings under Proposition 65.

7 1.6 AYS and Rainbow (referred to herein collectively as the "Parties" and individually
8 as a "Party") also dispute how exposure levels to cadmium are calculated under Proposition 65.

9 1.7 For the purpose of avoiding prolonged and costly litigation concerning the claims
10 and defenses in this Action, the Parties enter into this Consent Judgment as a full settlement of all
11 claims that were raised in the Complaint based on the facts alleged therein, or which could have
12 been raised in the Complaint arising out of the facts alleged therein. By execution of this Consent
13 Judgment, Rainbow does not admit any violation of Proposition 65 or any other law. Nothing in
14 this Consent Judgment shall be construed as an admission by Rainbow of any fact, finding,
15 conclusion, issue of law, or violation of law. However, this paragraph shall not diminish or affect
16 the responsibilities and duties of the Parties under this Consent Judgment.

17 1.8 The "Effective Date" of this Consent Judgment is the date on which it is entered by
18 the Court.

19 **2. MONITORING**

20 2.1 At least 60 days prior to the applicable Compliance Date (as defined in Section 3.1
21 below), or, in the instance of a Subsequently Produced Protein Supplement Product, 60 days
22 prior to the introduction of a Subsequently Produced Protein Supplement Product that Rainbow
23 intends to distribute or sell in California, Rainbow will test or arrange for testing for cadmium in
24 each of its Protein Supplement Products that it intends to distribute or sell in California, using
25 the methods described in Sections 2.3 and 2.4. In establishing an initial data set for purposes of
26 this Consent Judgment, Rainbow may rely on testing conducted prior to entry of this Consent
27 Judgment if such testing documents cadmium levels in Protein Supplement Products either
28 already in the stream of commerce or that are ready for distribution or sale.

1 2.2 After establishing the initial data set described in Section 2.1, Rainbow shall repeat
2 the testing as described in Sections 2.3 and 2.4 annually for a period of three years (the “Testing
3 Period”).

4 2.3 Rainbow may use a testing laboratory certified by EPA, FDA, or the State of
5 California, or one of the laboratories listed in Exhibit A. The cadmium concentrations must be
6 measured using inductively coupled plasma mass spectrometry (“ICP-MS”) utilizing scientifically
7 appropriate adherence to the protocols set forth in EPA Methods 6020 and 6020a. The laboratory
8 must digest at least 0.5 grams of each sample with a level of detection of at least 4 parts per
9 billion. The sample preparation method must use a microwave- or heat-assisted acid digestion
10 method.

11 2.4 To fulfill its testing obligations, using a testing method described in Section 2.3,
12 Rainbow must test or cause to be tested three samples of the final product for each Protein
13 Supplement Product, with samples randomly selected from three different lots (or from the
14 maximum number of lots that are available for testing if there are fewer than three lots available).
15 All laboratory test data and certifications must be retained by Rainbow for a period of three years
16 from the date of testing. The requirements of Sections 2.2 and 2.3 do not apply to any Protein
17 Supplement Products for which Rainbow has provided a warning that complies with Section 3.2.

18 2.4.1 Rainbow shall send to AYS a full copy of all test results obtained pursuant to
19 sections 2.1 through 2.4 within 21 days after AYS requests the results.

20 2.4.2 Any single test result which exceeds 6.25 micrograms of cadmium, in a
21 Daily Serving, as calculated under this Section 2 shall be deemed an “Outlier.”

22 2.4.3 At Rainbow’s option, any single Outlier test result may be subject to
23 validation before it is deemed a final Outlier result for purposes of this Consent Judgment. The
24 validation process shall consist of two steps:

25 (a) First, Rainbow shall check for equipment problems, test-process
26 errors, validation-procedure errors, laboratory contamination, operator errors, and any other
27 factors which could have produced an erroneous result. If the result is determined erroneous due
28 to testing error or failure to satisfy quality assurance or quality-control procedures, the result shall

1 be discarded and not used for any purpose under this Consent Judgment. The Protein Supplement
2 Product shall then be re-tested as if such test were the first test.

3 (b) Second, if a single Outlier test result is obtained and the steps in
4 Section 2.4.3(a) have not invalidated the result, then Rainbow may collect up to three more
5 samples from the same lot or batch and have those samples tested in accordance with this Section
6 2. The arithmetic mean of the test results of all samples tested from the single lot or batch
7 (including the original Outlier test result) shall then be determined. That mean test result shall be
8 deemed the final result and shall constitute the applicable test result for purposes of this Consent
9 Judgment. If this validated test result is an Outlier as defined in Section 2.4.2, then the terms of
10 Section 3.3 shall apply to that Outlier test result.

11 2.5 Rainbow shall provide to AYS within 45 days of completing the initial testing of
12 its Protein Supplement Products under Section 2.1, and annually thereafter during the Testing
13 Period set forth in Section 2.2, a list of all such products for which the test results obtained
14 pursuant to this Section 2 indicate a Proposition 65 warning is required pursuant to Section 3
15 herein.

16 2.6 During the term of this Consent Judgment, Rainbow shall continue to take good
17 faith and commercially reasonable efforts to further reduce any cadmium in the Protein
18 Supplement Products. These efforts shall include, at a minimum, efforts to secure ingredients with
19 lower cadmium content; obligating suppliers to use the highest quality materials (with respect to
20 cadmium content) that are feasible in the manufacturing process; contacting suppliers of product
21 ingredients in an effort to reduce cadmium in the ingredients through means such as review of
22 supplier manufacturing process; alternative ingredient sourcing; reformulation(s) of the Products
23 to reduce cadmium; and use of processes or methods to extract metals from product ingredients.
24 The requirements of this Section 2.6 do not apply to any Protein Supplement Product that contains
25 less than 4.1 micrograms of cadmium in a Daily Serving.

26 **3. CLEAR AND REASONABLE WARNINGS**

27 3.1 Commencing on April 30, 2017 (the "Compliance Date"), warnings are required
28 under Proposition 65 only with respect to Protein Supplement Products that Rainbow sells to

1 California consumers that expose users to more than 4.1 micrograms of cadmium in a Daily
2 Serving.

3 3.2 A “Daily Serving” (for purposes of determining Proposition 65 compliance for
4 chemicals present in the Protein Supplement Products) shall be defined as one of the following, as
5 applicable: (a) if the Protein Supplement Product label includes a recommended number of
6 servings, then the recommended serving size, so long as the recommended serving size is equal to
7 or larger than the serving size set forth on the “Nutritional Facts” or “Supplement Facts” portion
8 of the label; (b) if the Protein Supplement Product label includes a smaller serving size, or no
9 recommended number of servings, then the serving size set forth on the “Nutritional Facts” or
10 “Supplement Facts” portion of the label; or (c) if the Protein Supplement Product label
11 recommends a range of servings in one day, then the amount that is the higher recommended total
12 daily serving.

13 3.3 When calculating whether a Protein Supplement Product exceeds the warning
14 threshold set forth in Section 3.1. Rainbow must compare the warning threshold value to the
15 arithmetic mean of at least three samples tested in accordance with Section 2. Rainbow must base
16 its calculation on the Daily Serving amount as defined in Section 3.2. Notwithstanding the
17 foregoing, Rainbow may not include an Outlier test result (as defined in Section 2.4.2) in
18 calculating the arithmetic mean, and if Rainbow elects to sell a Protein Supplement Product to
19 California consumers for which an Outlier test result is obtained and validated as provided for in
20 Section 2.4.3, then that specific product lot or batch from which the Outlier result was derived
21 shall be subject to the warning obligations of this Section 3. Rainbow shall have 30 days from the
22 date the relevant test result mean is calculated to satisfy the applicable obligations of this Section 3
23 for Protein Supplement Products manufactured, distributed, or sold after that date.

24 3.4 **Warning Standard.** Commencing on April 30, 2017, Rainbow shall not
25 manufacture for sale in the State of California, distribute into the State of California, or sell in the
26 State of California any Protein Supplement Product the ingestion of which results in an exposure
27 greater than the applicable warning threshold set forth in Section 3.1, as calculated in accordance
28 with Section 3.3, unless a warning is placed or affixed on the packaging, labeling, or directly to or

1 on the Protein Supplement Product that states:

2 **WARNING (California Proposition 65):** This product contains chemicals known
3 to cause birth defects or other reproductive harm.

4 (hereinafter "Product Warning"). The Product Warning shall be placed with such conspicuousness
5 as compared with other words, statements, designs, and/or devices on the labeling or packaging as
6 to render it likely to be read and understood by an ordinary individual under customary conditions
7 of use or purchase. In addition, if the Product Warning is displayed on the product container or
8 labeling, the warning shall be at least the same size as the largest of any other health or safety
9 warnings on the container or labeling, and the word "warning" shall be in all capital letters and in
10 bold print. If printed on the labeling itself, the Product Warning shall be contained in the same
11 section of the labeling that states other safety warnings concerning the use of the Protein
12 Supplement Product.

13 **3.4.1 Internet Sales**

14 (a) For internet sales by Rainbow to a California consumer of the Protein
15 Supplement Products subject to the warning requirements of Section 3.4, the warning language
16 required under this Consent Judgment shall be displayed in the same type size as the surrounding,
17 non-heading text, either: (1) on the same page as the order form for the Protein Supplement
18 Product; (2) on the same page as the price for the Protein Supplement Product is displayed; or (3)
19 in a dialogue box which appears and is visible without scrolling when a California address for
20 delivery is provided by the consumer, so long as the dialogue box appears prior to the completion
21 of the internet sale and requires the consumer to affirmatively accept receipt of the warning set
22 forth in the dialogue box (the warning language in the dialogue box shall be displayed in the same
23 type size as the surrounding, non-heading text on the screen at the time of the appearance of the
24 dialogue box), as a condition precedent to completing the sale. If necessary, the Product Warning
25 shall be added within one month of the date that testing identifies the need for a Product Warning.

26 (b) For sales of Protein Supplement Products to California consumers
27 through the website of an online-retailer customer of Rainbow, prior to the Compliance Date,
28 Rainbow shall send by first-class mail or overnight delivery a letter instructing the customer to

1 provide warning in the same manner as required under Subsection 3.4.1(a). The letter shall state
2 that failure to provide these warnings may result in liability for the online retailer. In the letter,
3 Rainbow shall request that the online retailer customer respond with a written acknowledgement
4 that it will comply with Rainbow's instructions. If Rainbow complies with the requirements of this
5 subsection (b), Rainbow shall not be found to have violated this Consent Judgment where an
6 online retailer customer fails to provide the warnings required under this Subsection 3.4.1(b).

7 **3.4.2 Mail-Order Sales.** For any mail-order sales by Rainbow to a consumer in
8 California, the warning language required under this Consent Judgment shall also be included in
9 the mail-order catalogue, either on the same page as any order form and designating the product
10 for which the warning is provided, or on the same page upon which the Protein Supplement
11 Product's price is listed, in the same type size as the surrounding, non-heading text. If a warning is
12 necessary pursuant to Section 3.4 above, the Product Warning shall be added in the first print run
13 of the mail-order catalogue which occurs following testing that establishes the need for a product
14 warning, or within three months, whichever occurs first.

15 **3.5** Any changes to the language or format of the warnings required under Section 3.4
16 shall be made only after Court approval and following written notice to Plaintiff and to the
17 Attorney General.

18 **3.6** At least 60 days before any discontinuance of any warnings that Rainbow has issued
19 pursuant to this Consent Judgment, Rainbow shall conduct the testing required to demonstrate that
20 the Protein Supplement Products conform to Section 3.1, using the analytical methods set forth in
21 Sections 2.3 and 2.4. If Rainbow intends to discontinue a warning, it shall promptly notify AYS
22 no later than 30 days prior to discontinuing the warning. This Section 3.6 shall not apply to a
23 Protein Supplement Product that is discontinued.

24 **4. MONETARY RELIEF**

25 **4.1** Within 15 days of the Effective Date, Rainbow shall pay \$44,000 in the form of a
26 check made payable to the Shute, Mihaly & Weinberger LLP trust account as reimbursement for
27 AYS's attorneys' fees, investigative costs, and other reasonable litigation costs and expenses.

28 **4.2** Within 15 days of the Effective Date, Rainbow shall pay \$23,000 in the form of a

1 check made payable to As You Sow as a civil penalty pursuant to Health and Safety Code section
2 25249.7(b). AYS shall remit 75% of this amount to the State of California pursuant to Health and
3 Safety Code section 25249.12(b). Rainbow shall have no liability if payments to the State of
4 California are not made by AYS.

5 4.3 Additional Settlement Payments: Additionally, within 15 days of the Effective
6 Date, Rainbow shall pay \$23,000 as an Additional Settlement Payment in lieu of additional civil
7 penalties, with this amount to be used by AYS for grants to California non-profit organizations
8 and by the AYS Environmental Enforcement Fund. These funds shall be used to reduce or
9 remediate exposures to toxic chemicals and to increase consumer, worker, and community
10 awareness of the health hazards posed by toxic chemicals in California via AYS's program work.
11 In deciding among grantee proposals, the AYS Board of Directors ("Board") takes into
12 consideration a number of important factors, including: (1) the nexus between the harm done in
13 the underlying case(s) and the grant program work; (2) the potential for toxics reduction,
14 prevention, remediation, or education benefits to California citizens from the proposal; (3) the
15 budget requirements of the proposed grantee and the alternate funding sources available to it for
16 its project; and (4) the Board's assessment of the grantee's chances for success in its program
17 work. AYS shall ensure that all funds will be disbursed and used in accordance with AYS's
18 mission statement, articles of incorporation, and bylaws and applicable state and federal laws and
19 regulations.

20 4.4 AYS shall maintain adequate records to document that the Additional Settlement
21 Payment funds are spent in the way described in Section 4.3. AYS will require entities receiving
22 grants from these funds to provide AYS with documentation accounting for how the funds are
23 spent.

24 4.5 Within 30 days of a request by the Attorney General, AYS shall provide to the
25 Attorney General all documentation demonstrating how the Additional Settlement Payment funds
26 have been spent.

27 4.6 Except as provided in Section 11.1, the payments made pursuant to this Section 4
28 shall be the only monetary obligation of Rainbow with respect to this Consent Judgment,

1 including as to any fees, costs, or expenses AYS has incurred in relation to this Action.

2 **5. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)**

3 AYS agrees to comply with the reporting requirements referenced in California Health and
4 Safety Code section 25249.7(f). Pursuant to the regulations promulgated under that section, AYS
5 shall present this Consent Judgment to the California Attorney General's Office within two days
6 after receipt of all necessary signatures. The Parties acknowledge that, pursuant to Health and
7 Safety Code section 25249.7, a noticed motion must be filed to obtain judicial approval of the
8 Consent Judgment. Accordingly, a motion for approval of the Consent Judgment shall be prepared
9 and filed by AYS within a reasonable period of time after the date this Consent Judgment is
10 signed by all Parties.

11 **6. MODIFICATION OF CONSENT JUDGMENT**

12 This Consent Judgment may be modified by: (1) written agreement among the Parties and
13 upon entry of a modified Consent Judgment by the Court thereon, or (2) motion of AYS or
14 Rainbow as provided by law and upon entry of a modified Consent Judgment by the Court
15 thereon. All Parties and the California Attorney General's Office shall be served with notice of
16 any proposed modification to this Consent Judgment at least 15 days in advance of its
17 consideration by the Court.

18 **7. APPLICATION OF CONSENT JUDGMENT**

19 This Consent Judgment shall apply to and be binding upon AYS and Rainbow, their
20 respective officers, directors, and shareholders and the predecessors, successors or assigns of
21 each of them.

22 **8. RELEASES**

23 8.1 This Consent Judgment is a full, final, and binding resolution between AYS, on
24 behalf of itself and in the public interest, and Rainbow, of any alleged violation of Proposition
25 65 for failure to provide Proposition 65 warnings of exposure to cadmium in the Protein
26 Supplement Products. AYS, on behalf of itself, its agents, officers, representatives, attorneys,
27 successors, and assignees, and on behalf of the general public in the public interest, hereby
28 waives all rights to institute or participate in (directly or indirectly) any form of legal action and

1 releases and discharges: (a) Rainbow and its parent companies, subsidiaries, affiliates, and
2 divisions; (b) each of their respective joint venturers, partners, vendors, manufacturers,
3 packagers, and contractors ; (c) each of the distributors, wholesalers, retailers, users, and
4 packagers; and (d) each of the respective officers, directors, shareholders, employees, and agents
5 of the persons and entities described in (a) through (c) (the persons and entities identified in (a),
6 (b), (c), and (d), including the predecessors, successors and assigns of any of them, are
7 collectively referred to as the "Released Parties") from any and all claims, actions, causes of
8 action, suits, demands, liabilities, damages, penalties, fees (including but not limited to
9 investigation fees, attorneys' fees, and expert fees), costs, and expenses (collectively, "Claims")
10 as to any alleged violation of Proposition 65 arising from the failure to provide Proposition 65
11 warnings regarding alleged exposures to cadmium in the Protein Supplement Products
12 manufactured, distributed or sold before the Compliance Date.

13 8.2 Defendant's Waiver and Release of Plaintiff: Rainbow, on behalf of itself, its
14 agents, officers, representatives, attorneys, successors, and assignees, hereby releases AYS from
15 and waives any claims against AYS, its officers, directors, shareholders, employees, and agents,
16 and its successors and assigns, for injunctive relief or damages, penalties, fines, sanctions,
17 mitigation, fees (including fees of attorneys, experts, and others), costs, expenses, or any other
18 sum incurred or claimed or which could have been claimed for matters related to the Notices or
19 Complaint.

20 8.3 Compliance with the terms of this Consent Judgment shall be deemed to constitute
21 compliance by any Released Party with Proposition 65 regarding alleged exposures to cadmium
22 in the Protein Supplement Products. Notwithstanding the foregoing, if the Office of
23 Environmental and Health Hazard Assessment ("OEHHA") amends the level for which
24 exposure to cadmium requires a warning, or amends the safe-harbor standards relating to
25 warning requirements, the Parties shall meet and confer to determine whether the warning
26 language in this Consent Judgment complies with the new standard, and will modify this
27 Consent Judgment to reflect OEHHA's amendment.

28 8.4 Nothing in this Section 8 shall affect or limit any Party's right to seek to enforce

1 the terms of this Consent Judgment.

2 **9. RETENTION OF JURISDICTION**

3 This Court shall retain jurisdiction of this matter to implement this Consent Judgment.

4 **10. COURT APPROVAL**

5 If this Consent Judgment is not approved by this Court, it shall be of no force or effect and
6 cannot be used in any proceeding for any purpose.

7 **11. ENFORCEMENT**

8 11.1 In the event that a dispute arises with respect to any provisions of this Consent
9 Judgment, the Parties shall meet and confer within 30 days of receiving written notice of the
10 alleged violation from another Party. In the event that the Parties are unable to resolve their
11 dispute through the meet and confer process, this Consent Judgment may be enforced using any
12 available provision of law. If AYS is the prevailing Party in any dispute regarding compliance
13 with the terms of this Consent Judgment, it may seek any fines, costs, penalties, or remedies
14 provided by law for failure to comply with California Health and Safety Code section 25249.5 et
15 seq. A prevailing Party in such a dispute regarding compliance with the terms of this Consent
16 Judgment is entitled to seek recovery of its reasonable attorneys' fees and costs incurred in any
17 such motion or proceeding pursuant to the provisions of California Code of Civil Procedure
18 section 1021.5. Notwithstanding any language to the contrary herein, AYS may disclose
19 Rainbow's test results in a court filing in support of any motion to enforce this Consent
20 Judgment provided that AYS first provides Rainbow an opportunity to make a motion for leave
21 to seal such data pursuant to a protective order.

22 11.2 In the event that Rainbow misses any deadline required under this Consent
23 Judgment for the submission of reports, testing, or of any other notifications to AYS required
24 under the Consent Judgment, Rainbow shall nonetheless be deemed to be in compliance with such
25 a deadline if it submits the required information or notification to AYS within 14 days of
26 discovering, or being informed of, the missed deadline.

27 **12. GOVERNING LAW**

28 The terms of this Consent Judgment shall be governed by the laws of the State of

1 California.

2 **13. EXCHANGE IN COUNTERPARTS**

3 Stipulations to this Consent Judgment may be executed in counterparts and by facsimile or
4 email, each of which shall be deemed an original, and all of which, when taken together, shall be
5 deemed to constitute one document.

6 **14. NOTICES**

7 All correspondence and notices required to be provided pursuant to this Consent Judgment
8 shall be in writing and personally delivered or sent by: (a) first-class, registered, certified return
9 receipt requested, or (b) by overnight courier on AYS or Rainbow by the other at the addresses set
10 forth below. Either AYS or Rainbow may specify in writing to the other Party a change of address
11 to which all notices and other communications shall be sent.

12 Whenever notice or a document is required to be sent to AYS, it shall be sent to:

13 Danielle Fugere
14 President
15 As You Sow
16 1611 Telegraph Avenue, Suite 1450
17 Oakland, CA 94612

16 and

17 Ellison Folk
18 Shute, Mihaly & Weinberger LLP
19 396 Hayes Street
20 San Francisco, CA 94102

21 Whenever notice or a document is required to be sent to Rainbow, it shall be sent to:

22 Anthony C. Robinson, Esq.
23 General Counsel
24 Rainbow Light Nutritional Systems, LLC
25 1301 Sawgrass Corporate Parkway
26 Sunrise, Florida 33323

23 and

24 Steven R. Tekosky
25 Tatro Tekosky Sadwick LLP
26 333 South Grand Avenue, Suite 4270
27 Los Angeles, CA 90071

27 **15. SEVERABILITY**

28 If, subsequent to court approval of this Consent Judgment, any of the provisions of this

1 Consent Judgment are held by a court to be unenforceable, the validity of the enforceable
2 provisions remaining shall not be adversely affected.

3 **16. ENTIRE AGREEMENT**

4 This Consent Judgment contains the sole and entire agreement and understanding of the
5 Parties with respect to the entire subject matter hereof, and any and all prior discussions,
6 negotiations, commitments, and understandings related hereto. No representations, oral or
7 otherwise, express or implied, other than those contained herein have been made by any Party
8 hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed
9 to exist or to bind any of the Parties.

10 **17. AUTHORIZED SIGNERS**

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

14
15 Dated: 8/17/2016

AS YOU SOW

16
17 By: _____
18 ~~Danielle Fugere~~ Andrew Behar
~~President~~ CEO

19 Dated: August 8, 2016

**RAINBOW LIGHT NUTRITIONAL
SYSTEMS, LLC (successor in interest to
Rainbow Light Nutritional Systems Inc.)**

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21
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23 By: _____
24 Jose Minski
25 CEO and President
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In accordance with the agreement of Plaintiff and Defendant,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED.

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

Dated: _____

Judge of the Superior Court

Exhibit A

List of Laboratories Deemed Approved

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Chemical Solutions, Ltd.

Eurofins

Exova, Inc.

K Prime, Inc.

National Food Laboratory, Inc.

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