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15 Attorneys for Plaintiff  
16 **ERIKA MCCARTNEY**

17 **SUPERIOR COURT OF CALIFORNIA**  
18 **COUNTY OF SAN FRANCISCO**

19 ERIKA MCCARTNEY, in the public interest, )

20 Plaintiff, )

21 v. )

22 ORGANIC LIVING SUPERFOODS LLC; and )  
23 DOES 1 through 500, inclusive, )

24 Defendants. )  
25 )  
26 )  
27 )  
28 )

CIVIL ACTION NO. CGC-17-558387

**[PROPOSED] CONSENT  
JUDGMENT**

[Cal. Health and Safety Code sec.  
25249.6, *et seq.*]

1           **1. INTRODUCTION**

2           **1.1** This Action arises out of the alleged violations of California’s Safe Drinking Water  
3 and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 *et seq.*  
4 (also known as and hereinafter referred to as “Proposition 65”) regarding the following product:  
5 Organic Living Superfoods Cacao Nibs (hereinafter the “Covered Product.”) Plaintiff alleges the  
6 Covered Product exposes consumers in California to cadmium (hereinafter the “Listed  
7 Chemical.”)

8           **1.2** Plaintiff Erika McCartney (“MCCARTNEY”) is a California resident acting as a  
9 private enforcer of Proposition 65. MCCARTNEY brings this Action in the public interest  
10 pursuant to California Health and Safety Code Section 25249.6. MCCARTNEY asserts that she  
11 is dedicated to, among other causes, helping safeguard the public from health hazards by reducing  
12 the use and misuse of hazardous and toxic chemicals and substances, facilitating a safe  
13 environment for consumers and employees, and encouraging corporate responsibility.

14           **1.3** Defendant ORGANIC LIVING SUPERFOODS LLC is herein after referred to as  
15 “DEFENDANT.”

16           **1.4** MCCARTNEY and DEFENDANT are hereinafter sometimes referred to  
17 individually as a “Party” or collectively as the “Parties.”

18           **1.5** On or about February 15, 2017 pursuant to California Health and Safety Code  
19 Section 25249.7(d)(1), MCCARTNEY served 60-Day Notices of Violation of Proposition 65  
20 (“Notice of Violation”) on DEFENDANT, the California Attorney General, other public enforcers.  
21 A true and correct copy of the Notice of Violation is attached hereto as Exhibit A.

22           **1.6** After more than sixty (60) days passed since service of the Notices of Violation,  
23 and no designated governmental agency filed a complaint against DEFENDANT with regard to  
24 the Covered Product or the alleged violations, MCCARTNEY filed a complaint (the “Complaint”)  
25 for injunctive relief and civil penalties. The Complaint is based on the allegations in the Notices  
26 of Violation in connection with the Covered Product.

27           **1.7** The Notices of Violation and Complaint allege that DEFENDANT manufactured,  
28 distributed, and/or sold in California the Covered Product without first providing clear and

1 reasonable warnings of alleged exposures to the Listed Chemical, in violation of California Health  
2 and Safety Code Section 25249.6. DEFENDANT denies all material and factual allegations of the  
3 Notices of Violation, and specifically denies that the Plaintiff or California consumers have been  
4 harmed or damaged by its conduct. MCCARTNEY and DEFENDANT each reserve all rights to  
5 allege additional facts, claims, and affirmative defenses if the Court does not approve this Consent  
6 Judgment.

7 **1.8** The Parties enter into this Consent Judgment in order to settle, compromise and  
8 resolve disputed claims and avoid prolonged and costly litigation. Nothing in this Consent  
9 Judgment, nor compliance with its terms, shall constitute or be construed as an admission by any  
10 of the Parties, or by any of their respective officers, directors, shareholders, employees, agents,  
11 parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, distributors,  
12 wholesalers, or retailers, of any fact, conclusion of law, issue of law, violation of law, fault,  
13 wrongdoing, or liability, including without limitation, any admission concerning any alleged  
14 violation of Proposition 65. Except as expressly set forth herein, nothing in this Consent Judgment  
15 shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in  
16 any other or future legal proceeding. Provided, however, nothing in this Section shall affect the  
17 enforceability of this Consent Judgment.

18 **1.9** The “Effective Date” of this Consent Judgment shall be the date this Consent  
19 Judgment is entered as a Judgment.

20 **2. JURISDICTION AND VENUE**

21 The Parties stipulate that this Court has jurisdiction over the subject matter of this Action  
22 and personal jurisdiction over the Parties, that venue is proper in this Court, and that this Court has  
23 jurisdiction to enter this Consent Judgment pursuant to the terms set forth herein

24 **3. INJUNCTIVE RELIEF**

25 **3.1** Beginning on the Effective Date, if a single serving of the Covered Product contains  
26 more than 4.1 micrograms of cadmium, DEFENDANT shall be permanently enjoined from  
27 manufacturing for sale in California, directly selling to a consumer in California or “Distributing  
28 into California” the Covered Product without a Proposition 65 compliant warning, consistent with

1 Sections 3.3 through 3.4, below, unless exempted under Section 3.2 below, without Court  
2 modification of this Consent Judgment. “Distributing into California” or “Distribute into  
3 California” means to ship any of the Covered Product to California at retail, for resale, or to sell  
4 to a distributor that DEFENDANT know or have reason to know may sell the Covered Product in  
5 California.

6 **3.2** All units of the Covered Product that have been or will have been distributed,  
7 shipped, or sold, or otherwise placed in the stream of commerce through and including the  
8 Effective Date of this Consent Judgment are exempt from the provisions of Sections 3.1 and 3.3  
9 and are included within the release in Sections 9.1 through 9.4. To be in compliance with the  
10 terms of this Consent Judgment, DEFENDANT is not required to undertake any efforts or conduct  
11 to remove such Covered Product from the stream of commerce.

12 **3.3 Clear and Reasonable Warnings – On-Product Label Warning**


13 For units of the Covered Product that are: (a) subject to the warning requirement of Section  
14 3.1; and (b) ultimately sold to consumers (whether directly or through third parties) prepackaged  
15 under a brand name; and (c) not sold via the internet, DEFENDANT shall provide one of the  
16 following warnings (“Warning”) as specified below:

17 **3.3.1 Option 1**

18 **WARNING:** Consuming this product can expose you to cadmium,  
19 which is known to the State of California to cause cancer and birth  
20 defects or other reproductive harm. For more information, go to  
21 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

22 The warning shall be set off from other surrounding information in the label and enclosed in a box.

23  
24 **3.3.2 Option 2**

25  **WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

26 The Warning shall be displayed on the packaging of the Covered Products with such  
27 conspicuousness, as compared with other words, statements designs or devices on the outside  
28 packaging or labeling, as to render it likely to be read and understood by an ordinary individual

1 prior to use. If the Warning is displayed on the product container or labeling, the Warning shall  
2 be no smaller than the largest of any other health or safety warnings on the product container or  
3 labeling. If printed on the labeling itself, the Warning shall be contained in the same section of  
4 the labeling that states other safety warnings concerning the use of the Covered Product.

5         Displaying the Warning on the outside packaging or container of each unit of the Covered  
6 Product is deemed to be a clear and reasonable warning, and to fully comply with, Health & Safety  
7 Section 25249.6 and the implementing regulations at Title 27 California Code of Regulations, as  
8 they may be hereinafter amended.

### 9         **3.4 Clear and Reasonable Warnings – Internet Covered Product Warning**

10         For units of the Covered Product that are: (a) subject to the warning requirement of Section  
11 3.1; and (b) ultimately sold to consumers (whether directly or through third parties) prepackaged  
12 under a brand name; and (c) sold via the internet through any of DEFENDANT’ websites,  
13 DEFENDANT shall provide the warning (“Warning”) as set forth below:

#### 14                 3.4.1 Option 1

15                 **WARNING:** Consuming this product can expose you to cadmium,  
16 which is known to the State of California to cause cancer and birth  
17 defects or other reproductive harm. For more information, go to  
18 [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

19 The warning shall be set off from other surrounding information in the label and enclosed in a box.

#### 20                 3.4.2 Option 2



21                 **WARNING:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

22         The foregoing warning shall be provided using a clearly marked hyperlink using the word  
23 “WARNING” on the product display page, or by otherwise prominently displaying the entire  
24 warning to the purchaser prior to completing the internet purchase.

## 25         **4. NOTICE AND CURE**

26                 **4.1** At any time more than 30 days after the Effective Date of this Consent Judgment,  
27 MCCARTNEY may provide DEFENDANT with a Notice of Violation, alleging that COVERED  
28 PRODUCT does not comply with section 3.1 of this Consent Judgment. MCCARTNEY shall

1 provide DEFENDANT with the Notice of Violation and two (2) copies of the documents and  
2 laboratory analyses that support the allegations of non-compliance.

3 **4.2** Within 30 days of receiving a Notice of Violation, DEFENDANT shall provide to  
4 MCCARTNEY its Notice of Election to contest or to not contest the Notice of Violation. If  
5 DEFENDANT elect to not contest the Notice of Violation, it shall, within ten (10) business days  
6 of providing the Notice of Election, cure the violation by labeling all allegedly non-compliant units  
7 of the COVERED PRODUCT with a warning and provide MCCARTNEY with written notice  
8 confirming such action has been taken. If DEFENDANT elect to not contest and otherwise  
9 complies with this paragraph, it shall be deemed to be in compliance with this Consent Judgment  
10 and MCCARTNEY may take no further action related to the alleged non-compliant products,  
11 provided, however, that DEFENDANT shall be afforded only three (3) opportunities to cure any  
12 uncontested Notices of Violations under this paragraph.

13 **4.3** In the event DEFENDANT elects to contest the allegations contained in any Notice  
14 of Violation MCCARTNEY sends pursuant to this Section, DEFENDANT may provide  
15 MCCARTNEY along with its Notice of Election any evidence that, in DEFENDANT' judgment,  
16 supports its position. In the event MCCARTNEY agrees with DEFENDANT' position, it shall,  
17 within fifteen (15) days of receiving such Notice of Election and evidence notify DEFENDANT  
18 of their agreement and MCCARTNEY shall take no further action regarding the alleged non-  
19 compliant COVERED PRODUCT subject to the Notice and the evidence that DEFENDANT  
20 provided. If MCCARTNEY disagrees with DEFENDANT'S position, MCCARTNEY shall,  
21 within 30 days, notify DEFENDANT of such and shall, in writing, provide DEFENDANT with  
22 the reasons for the same. Thereafter, the Parties shall meet and confer in an attempt to resolve  
23 their dispute upon mutually acceptable terms.

24 **4.4** If, within 60 days of receipt of a Notice of Violation, (a) there is no resolution of  
25 the meet and confer process required under 3.3; (b) DEFENDANT fails to provide written Notice  
26 of Election to not contest the Notice of Violation; or (c) DEFENDANT fails to correct any  
27 uncontested violations identified in the Notice of Violation within 30 days, MCCARTNEY may,  
28 at her election, seek to enforce the terms and conditions contained in this Consent Judgment in the

1 Superior Court of the State of California, or may initiate an enforcement action for new violations  
2 pursuant to Health & Safety Code § 25249.7(d). In any such proceeding, MCCARTNEY may  
3 seek whatever fines, costs, penalties, or remedies as may be provided for by law of any violation  
4 of Proposition 65 or this Consent Judgment.

5 **5. REQUIRED MONETARY PAYMENTS**

6 **5.1** DEFENDANT shall make the payments set forth below within fourteen (14) days  
7 of the Effective Date, in \$2,000 increments every two (2) weeks, the total of which shall be a full  
8 and final satisfaction of any and all civil penalties, payment in lieu of all civil penalties, and  
9 attorneys' fees and costs.

10 **5.2** The payment will be in the form of checks sent to counsel for MCCARTNEY,  
11 James Wheaton, Environmental Law Foundation, 1222 Preservation Park Way, Suite 200,  
12 Oakland, CA 94612. The checks shall be payable to Environmental Law Foundation Client Trust  
13 and the payment shall be apportioned by Environmental Law Foundation as follows:

14 **5.3** \$7,000 as civil penalties pursuant to California Health and Safety Code Section  
15 25249.7(b)(1). Of this amount, (1) \$5,250 shall be provided to the Office of Environmental Health  
16 Hazard Assessment; and (2) \$1,750 shall be provided to MCCARTNEY. MCCARTNEY's  
17 counsel will forward the civil penalties to OEHHA and MCCARTNEY.

18 **5.4** \$10,000 payable to Environmental Law Foundation as reimbursement of  
19 MCCARTNEY's attorneys' fees, costs, investigation and litigation expenses ("Attorney's Fees  
20 and Costs").

21 **6. MODIFICATION OF CONSENT JUDGMENT**

22 **6.1** This Consent Judgment may be modified only by: (i) Written agreement and  
23 stipulation of the Parties and upon having such stipulation entered as a modified Consent Judgment  
24 by the Court; or (ii) Upon entry of a modified Judgment by the Court pursuant to a motion by one  
25 of the Parties after exhausting the meet and confer process set forth as follows. If either Party  
26 requests or initiates a modification of this Consent Judgment, then that Party shall meet and confer  
27 with the other Party in good faith before filing a motion with the Court seeking to modify the  
28 Consent Judgment. MCCARTNEY is entitled to reimbursement of all reasonable attorneys' fees

1 and costs regarding the Parties' meet and confer efforts for any modification requested or initiated  
2 by DEFENDANT. Similarly, DEFENDANT is entitled to reimbursement of all reasonable  
3 attorney's fees and costs regarding the Parties' meet and confer efforts for any modification  
4 requested or initiated by MCCARTNEY. If, despite their meet and confer efforts, the Parties are  
5 unable to reach agreement on any proposed modification, the Party seeking the modification may  
6 file the appropriate motion and the prevailing Party on such motion shall be entitled recover its  
7 reasonable fees and costs associated with such motion. One basis, but not the exclusive basis, for  
8 DEFENDANT to seek a modification of this Consent Judgment is if Proposition 65 is changed,  
9 narrowed, limited, or otherwise rendered inapplicable in whole or in part to the Covered Product  
10 or either Listed Chemical due to legislative change, a change in the implementing regulations,  
11 court decisions, or other legal basis.

## 12 **7. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT JUDGMENT**

13 **7.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate  
14 this Consent Judgment.

15 **7.2** Subject to Section 4, any Party may, by motion or application for an order to show  
16 cause filed with this Court, enforce the terms and conditions contained in this Consent Judgment.  
17 The prevailing party in any such motion or application may request that the Court award its  
18 reasonable attorneys' fees and costs associated with such motion or application.

19 **7.3** Before filing a motion or application for an order to show cause, MCCARTNEY  
20 shall provide DEFENDANT with 30 (thirty) days written notice of any alleged violations of the  
21 terms and conditions contained in this Consent Judgment. As long as DEFENDANT cures any  
22 such alleged violations within the 30 (thirty) day period (or if any such violation cannot practicably  
23 be cured within 30 days, it expeditiously initiates a cure within 30 days and completes it as soon  
24 as practicable), then DEFENDANT shall not be in violation of the Consent Judgment.

## 25 **8. APPLICATION OF CONSENT JUDGMENT**

26 This Consent Judgment shall apply to and be binding upon the Parties and their respective  
27 successors and assigns, and it shall be deemed to inure to the benefit of the Parties and their  
28 respective privies, successors, and assigns.



1 **9. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

2 **9.1** This Consent Judgment is a full, final, and binding resolution between  
3 MCCARTNEY, on behalf of herself and in the public interest, and DEFENDANT, and each of its  
4 past and present officers, directors, owners, shareholders, employees, agents, attorneys, parent  
5 companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, customers,  
6 distributors, wholesalers, private labelers, co-packers, retailers, and all other upstream and  
7 downstream entities and persons in the distribution chain of any Covered Product, and the  
8 predecessors, successors and assigns of any of them, (collectively, “Released Parties”), of any and  
9 all direct or derivative violations (or claimed violations) of Proposition 65 or its implementing  
10 regulations for failure to provide Proposition 65 warnings of exposure to the Listed Chemical from  
11 the handling, use, or consumption of the Covered Product and fully resolves all claims that have  
12 been or could have been asserted in this Action for alleged failure to provide Proposition 65  
13 warnings regarding the Listed Chemical for Covered Products manufactured, sold or Distributed  
14 into California by DEFENDANT before the Effective Date. Excluded from this release are any  
15 third-party downstream internet distributors.

16 MCCARTNEY, on behalf of herself and in the public interest, hereby forever releases and  
17 discharges, Released Parties, from any and all claims and causes of action and obligations to pay  
18 damages, restitution, fines, civil penalties, payment in lieu of civil penalties and expenses  
19 (including but not limited to expert analysis fees, expert fees, attorney’s fees and costs)  
20 (collectively, “Claims”) arising under, based on, or derivative of Proposition 65 or its  
21 implementing regulations or any other statutory or common law claims based on alleged exposure  
22 to the Listed Chemical from the Covered Product and/or failure to warn about the Listed Chemical,  
23 as set forth in the Notice of Violation and the Complaint.

24 **9.2** Compliance with the terms of this Consent Judgment shall be deemed to constitute  
25 compliance by any Released Party with Proposition 65 regarding alleged exposures to the Listed  
26 Chemical from the Covered Product manufactured, sold or Distributed into California by  
27 DEFENDANT on and after the Effective Date.  
28

1           **9.3**     It is possible that other Claims not known to MCCARTNEY arising out of the facts  
2 alleged in the Notice of Violation or the Complaint and relating to the Listed Chemical in the  
3 Covered Product that were manufactured, sold or Distributed into California by DEFENDANT  
4 before the Effective Date will develop or be discovered. MCCARTNEY, on behalf of herself only,  
5 acknowledges that the Claims released herein include all known and unknown Claims and waives  
6 California Civil Code Section 1542 as to any such unknown Claims. California Civil Code Section  
7 1542 reads as follows:

8           **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
9           **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**  
10           **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
11           **RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE**  
12           **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
13           **DEBTOR OR RELEASED PARTY.”**

14 MCCARTNEY, on behalf of herself only, acknowledges and understands the significance and  
15 consequences of this specific waiver of California Civil Code section 1542.

16           **9.4**     MCCARTNEY, on one hand, and DEFENDANT, on the other hand, each release  
17 and waive all Claims they may have against each other for any statements or actions made or  
18 undertaken by them in connection with the Notice of Violation or the Complaint. However, this  
19 shall not affect or limit any Party’s right to seek to enforce the terms of this Consent Judgment.

20 **10.     CONSTRUCTION AND SEVERABILITY**

21           **10.1** The terms and conditions of this Consent Judgment have been reviewed by the  
22 respective counsel for the Parties prior to its signing, and each Party has had an opportunity to  
23 fully discuss the terms and conditions with its counsel. In any subsequent interpretation or  
24 construction of this Consent Judgment, the terms and conditions shall not be construed against any  
25 Party.

26           **10.2** In the event that any of the provisions of this Consent Judgment is held by a court  
27 to be unenforceable, the validity of the remaining enforceable provisions shall not be adversely  
28 affected.

1           **10.3** The terms and conditions of this Consent Judgment shall be governed by and  
2 construed in accordance with the laws of the State of California.

3 **11. PROVISION OF NOTICE**

4           All notices required to be given to either Party to this Consent Judgment by the other shall  
5 be in writing and sent to the following agents listed below by: (a) first-class, registered, (b) certified  
6 mail, (b) overnight courier, or (c) personal delivery to the following:

7 **For Erika McCartney:**

8           James Wheaton  
9           ENVIRONMENTAL LAW FOUNDATION  
10           1222 Preservation Park Way, Suite 200  
11           Oakland, California 94612

12 **For DEFENDANT:**

13           Garth N. Ward  
14           LEWIS BRISBOIS BISGAARD & SMITH LLP  
15           701 B Street, Suite 1900  
16           San Diego, CA 92101

17 **12. COURT APPROVAL**

18           **12.1** Upon execution of this Consent Judgment by the Parties, MCCARTNEY shall  
19 prepare and file a Motion for Court Approval. The Parties shall use their reasonable best efforts  
20 to support entry of this Consent Judgment.  
21

22           **12.3** If the Court does not approve this Consent Judgment it shall be null and void and  
23 have no force or effect.

24 **13. EXECUTION AND COUNTERPARTS**

25           This Consent Judgment may be executed in counterparts, which taken together shall be  
26 deemed one document. A facsimile or .pdf signature shall be construed as valid and as the original  
27 signature.  
28

1 **14. ENTIRE AGREEMENT, AUTHORIZATION**

2 **14.1** This Consent Judgment contains the sole and entire agreement and understanding  
3 of the Parties with respect to the entire subject matter herein, and any and all prior discussions,  
4 negotiations, commitments, and understandings related hereto. No representations, oral or  
5 otherwise, express or implied, other than those contained herein have been made by any Party. No  
6 other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist  
7 or to bind any Party.

8 **14.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
9 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly  
10 provided herein, each Party shall bear its own fees and costs.

11 **15. REQUEST FOR FINDINGS AND FOR APPROVAL**

12 **15.1** This Consent Judgment has come before the Court upon the request of the Parties.  
13 The parties request the Court to fully review this Consent Judgment and, being fully informed  
14 regarding the matters which are the subject of this action, to:

15 (a) Find that the terms and provisions of this Consent Judgment represent a good faith  
16 settlement of all matters raised by the allegations of the Complaint, that the matter has been  
17 diligently prosecuted, and that the public interest is served by such settlement; and (b) Make the  
18 findings pursuant to California Health and Safety Code Section 25249.7(f)(4), and approve the  
19 Settlement, and this Consent Judgment.

20 **IT IS SO STIPULATED.**

21 Dated: 12/11/19

22   
23 \_\_\_\_\_  
Erika McCartney

24 Dated: \_\_\_\_\_

25 ORGANIC LIVING SUPERFOODS

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

27 Its: \_\_\_\_\_  
28 \_\_\_\_\_

1 **14. ENTIRE AGREEMENT, AUTHORIZATION**

2 **14.1** This Consent Judgment contains the sole and entire agreement and understanding  
3 of the Parties with respect to the entire subject matter herein, and any and all prior discussions,  
4 negotiations, commitments, and understandings related hereto. No representations, oral or  
5 otherwise, express or implied, other than those contained herein have been made by any Party. No  
6 other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist  
7 or to bind any Party.

8 **14.2** Each signatory to this Consent Judgment certifies that he or she is fully authorized  
9 by the Party he or she represents to stipulate to this Consent Judgment. Except as explicitly  
10 provided herein, each Party shall bear its own fees and costs.

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14 regarding the matters which are the subject of this action, to:

15 (a) Find that the terms and provisions of this Consent Judgment represent a good faith  
16 settlement of all matters raised by the allegations of the Complaint, that the matter has been  
17 diligently prosecuted, and that the public interest is served by such settlement; and (b) Make the  
18 findings pursuant to California Health and Safety Code Section 25249.7(f)(4), and approve the  
19 Settlement, and this Consent Judgment.

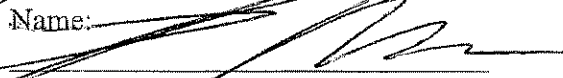
20 **IT IS SO STIPULATED.**

21 Dated: \_\_\_\_\_

22 Erika McCartney

23  
24 Dated: 122319 \_\_\_\_\_

25 ORGANIC LIVING SUPERFOODS

26 Name: 

27  
28 Its: Founder/CCO \_\_\_\_\_

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APPROVED AS TO FORM:

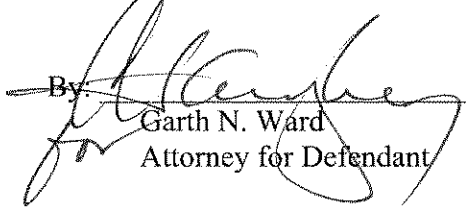
Dated: \_\_\_\_\_

ENVIRONMENTAL LAW FOUNDATION  
APRIL M. STRAUSS, A PC

By: \_\_\_\_\_  
April M. Strauss  
Attorneys for Plaintiff

Dated: 12-23-19

LEWIS BRISBOIS BISGAARD & SMITH LLP

By:   
Garth N. Ward  
Attorney for Defendant

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APPROVED AS TO FORM:

Dated: 12/11/19

ENVIRONMENTAL LAW FOUNDATION

APRIL M. STRAUSS, A PC

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

April M. Strauss  
Attorneys for Plaintiff

Dated: \_\_\_\_\_

LEWIS BRISBOIS BISGAARD & SMITH LLP

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

Garth N. Ward  
Attorney for Defendant

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**JUDGMENT**

Based upon the Parties’ Stipulation, and good cause appearing therefor, this Consent Judgment is approved and judgment is hereby entered according to its terms.

**IT IS SO ORDERED, ADJUDGED AND DECREED.**

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Judge of the Superior Court