

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between *As You Sow* and Pressed Juicery, Inc. (“Pressed Juicery”) to resolve claims against Pressed Juicery raised in the 60-day Notice of Violation sent by *As You Sow* to Pressed Juicery and public enforcers on or about June 9, 2020 pursuant to Health and Safety Code §25249.7 (“60-Day Notice”). *As You Sow* and Pressed Juicery (collectively, “the Parties”) agree to the terms and conditions set forth below.

1. **EFFECTIVE DATE AND DURATION**

The “Effective Date” shall be the date when all Parties have signed the Settlement Agreement.

The duration of this Settlement Agreement shall be five years from the Effective Date unless the Parties otherwise agree to further extend it.

2. **INCORPORATION OF TERMS BY REFERENCE**

2.1 After the date of the Notice, Pressed Juicery undertook produce sourcing changes and other efforts to reduce the amount of cadmium in Pressed Juicery’s vegetable and fruit juice products, including with respect to cadmium associated with spinach and other leafy greens in “Pressed Greens 3” (“Greens 3”) and “Pressed Roots 1” (“Roots 1”) (collectively, Greens 3 and Roots 1 are referred to hereinafter as the “Covered Products”).

2.2 For all Covered Products shipped for sale in California after one hundred twenty (120) days following the Effective Date (the “Initial Compliance Date”), Pressed Juicery agrees to comply with the terms set forth in the Stipulated Consent Judgment, attached hereto as **Exhibit A** (“Stipulated Consent Judgment”). The provisions of the Stipulated Consent Judgment are incorporated herein by reference. The Parties acknowledge that they have had an opportunity to review the Settlement Agreement and the Stipulated Consent Judgment and agree to be bound

by all the terms and provisions therein beginning on the Effective Date of this Settlement Agreement.

2.3 Any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Stipulated Consent Judgment.

3. ENFORCEMENT OF SETTLEMENT AGREEMENT

3.1 In the event Pressed Juicery materially breaches any provisions of this Agreement, including the terms of the Stipulated Consent Judgment, incorporated herein by reference, which material breach is not cured within sixty (60) days of receipt of Written Notice of such breach, then *As You Sow* may initiate suit in the Alameda County Superior Court and file and move for entry of the Stipulated Consent Judgment. Pressed Juicery may at any time following the Effective Date also request that *As You Sow* file a complaint and subsequent a motion for entry of the Stipulated Consent Judgment. *As You Sow* shall honor such request by filing a Complaint within thirty (30) days of the request and filing a motion for entry of the Stipulated Consent Judgment within forty-five (45) days of the request provided that Pressed Juicery agrees to pay *As You Sow*'s associated reasonable attorney's fees and costs for filing these documents, in an amount not to exceed five thousand dollars (\$5,500). The Office of the California Attorney General shall have an opportunity to review the Stipulated Consent Judgment at least forty-five (45) days in advance of its submission to the Court for approval. Pressed Juicery agrees not to dispute or otherwise oppose the filing and entry of the Stipulated Consent Judgment if filed pursuant to the provisions of this paragraph.

3.2 A Party who prevails in a contested enforcement action arising out of this Settlement Agreement or Stipulated Consent Judgment may seek an award of attorneys' fees and costs associated with such an enforcement action pursuant to Cal. Code of Civil Procedure §1021.5.

4. GOVERNING LAW AND CONSTRUCTION

This Settlement Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

5. MODIFICATION OF SETTLEMENT AGREEMENT

5.1 This Settlement Agreement may be modified only upon written agreement of the Parties. If the Parties are unable to reach agreement on such a modification, the Parties agree that *As You Sow* will initiate suit in the Alameda County Superior Court and file and move for entry of the Stipulated Consent Judgment. Pressed Juicery agrees not to dispute or otherwise oppose the filing and entry of the Stipulated Consent Judgment if filed pursuant to the provisions of this paragraph, but may seek modification pursuant to Section 7 of the Stipulated Consent Judgment.

5.2 All modifications to the Stipulated Consent Judgment made after entry by the court shall be subject to Section 7 therein.

6. ENTIRE AGREEMENT

The Parties declare and represent that this agreement and the Stipulated Consent Judgement, attached hereto as Exhibit A, contain the entire agreement pertaining to the subject matter hereof.

7. APPLICATION OF SETTLEMENT AGREEMENT

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

8. EXECUTION AND COUNTERPARTS

This Settlement Agreement 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.

9. AUTHORIZATION

Each signatory to this Settlement Agreement certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Settlement Agreement and to enter into and execute the Settlement Agreement 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 Settlement Agreement.

APPROVED AS TO FORM:

Dated: 3/7, 2022

As You Sow

By: 

DANIELLE FUGERE
CHELSEA LINSLEY

Attorneys for AS YOU SOW

Dated: _____, 2022

Pressed Juicery, Inc.

By: _____

JOYCE CRUCILLO

Attorney for PRESSED JUICERY, INC.

SO AGREED:

Dated: 3/7, 2022

AS YOU SOW

By: 

Name: ANDREW BEHAR

Title: CEO

Dated: April 14, 2022

PRESSED JUICERY, INC.

By: Joyce Crucillo

Name: Joyce Crucillo

Title: Chief Legal Officer

EXHIBIT A

1 DANIELLE R. FUGERE (State Bar No. 160873)
2 AS YOU SOW
2150 Kittredge Street, Suite 450
3 Berkeley, California 94704
Telephone: (510) 735-8141
4 Email: DFugere@asyousow.org

5 Attorneys for Plaintiff
6 AS YOU SOW

8 JOYCE CRUCILLO (State Bar No. 185405)
9 PRESSED JUICERY
4016 Wilshire Blvd.
10 Los Angeles, CA 90010
Telephone: (310) 424-5714
11 Email: joyce.crucillo@pressedjuicery.com

12 Attorneys for Defendant
13 PRESSED JUICERY, INC.

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF ALAMEDA**
16

17 AS YOU SOW,

18 Plaintiff,

19 v.

20 PRESSED JUICERY, INC.,

21 Defendants.
22

Case No. ***

STIPULATED CONSENT JUDGMENT

Unlimited Civil Case

23 This Stipulated Consent Judgment is entered into by and between Plaintiff *As You*
24 *Sow* (“*As You Sow*” or “Plaintiff”) and Defendant Pressed Juicery, Inc. (“Pressed Juicery” or
25 “Defendant”), to resolve claims raised against Defendant in the Complaint in the above-
26 captioned action. *As You Sow* and Defendant (collectively “the Parties”) agree to the terms
27 and conditions set forth below.
28

1 **1. INTRODUCTION.**

2 1.1 *As You Sow* is a non-profit corporation dedicated to, among other causes, the
3 protection of the environment, the promotion of human health, the improvement of worker
4 and consumer rights, environmental education, and corporate accountability. *As You Sow* is
5 based in Berkeley, California and is incorporated under the laws of the State of California.

6 1.2 Defendant currently manufactures, produces, packages, imports, supplies,
7 markets, sells, and/or otherwise distributes in California pressed vegetable and fruit juices,
8 including “Pressed Greens 3” (“Greens 3”) and “Pressed Roots 1” (“Roots 1”)
9 (collectively, Greens 3 and Roots 1 are referred to herein as the “Covered Products”).

10 1.3 *As You Sow* alleges that the Covered Products contain cadmium. Cadmium
11 is listed by the State of California as known to cause cancer and birth defects or other
12 reproductive harm under the Safe Drinking Water and Toxic Enforcement Act of 1986
13 (“Proposition 65”), California Health and Safety Code §25249.5 *et seq.*

14 1.4 On June 9, 2020, *As You Sow* sent a 60-day Notice of Violation (the
15 “Notice”) to Defendant and to public enforcers as required by Health and Safety Code
16 section 25249.7, alleging that Defendant violated the Toxic Enforcement Act by failing to
17 provide clear and reasonable warnings before exposing persons to cadmium contained in
18 the Covered Products.

19 1.5 The Parties have agreed to enter into this Consent Judgment pursuant to a
20 settlement of Proposition 65 claims with regard to the Covered Products and to avoid
21 prolonged and costly litigation.

22 1.6 By executing and complying with this Consent Judgment, neither Party
23 admits the existence of any other statutory, common law, or equitable claim, requirement,
24 or defense relating to or arising from the production, sale, or distribution of the Covered
25 Product in California. Nor does Defendant admit to any violation of Proposition 65.
26 Nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, or
27 defense that *As You Sow* and Defendant may have in any other, or in future, legal
28

proceedings unrelated to this action. This Paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of the Parties under this Consent Judgment.

2. DEFINITIONS.

2.1 “Effective Date” is the date when all parties signed the Settlement Agreement.

2.2 “Covered Product(s)” as defined in Paragraph 1.2 are the products covered by this Consent Judgment.

2.3 “Initial Compliance Date” shall mean one hundred twenty (120) days following the Effective Date.

2.4 “Lot” means all units of a Covered Product bearing the same lot number and/or best-by or sell-by date.

2.5 “Retailer” or “Retail seller” is a person or business that sells or otherwise provides consumer products directly to consumers by any means, including Amazon.com.

2.6 “Serving” as used in this agreement refers to an 8 oz serving.

2.7 “Settlement Agreement” means the private agreement entered into by and between *As You Sow* and Pressed Juicery, Inc. to resolve the Proposition 65 claims against Pressed Juicery as raised in the Notice, which incorporates this Stipulated Consent Judgment by reference.

2.8 “Warning Statement” are the statements in content and form as described in Paragraph 4.2.

2.9 “Warning Threshold” as used in this agreement is four and one-tenth (4.1) micrograms of cadmium per Serving.

3. JURISDICTION AND VENUE.

3.1 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 full and final resolution of all Proposition 65 claims concerning the Covered Products up to and including the date on which this Consent


Judgment is entered by the Court which were, or could have been, asserted in this action based on the facts alleged in Plaintiff's Notice and Complaint. The Court shall retain jurisdiction to enforce the terms of this Consent Judgment.

4. INJUNCTIVE RELIEF.

4.1 Beginning no later than the Initial Compliance Date, Defendant shall not distribute or offer for sale and/or sell in California any Covered Product with a level of cadmium exceeding the Warning Threshold without first providing the applicable warning statement specified in Paragraph 4.2 below, pursuant to the methods specified in Paragraphs 4.3 - 4.9 below. Defendant may rely on testing conducted and evaluated pursuant to Section 5 below to demonstrate that a Covered Product does not exceed the Warning Threshold.

4.2 **Warning Statement.** Beginning no later than the Initial Compliance Date, all Covered Products distributed or offered for sale and/or sold by Defendant in the State of California exceeding the Warning Threshold shall bear the following Warning Statement:

WARNING: Consuming this product can expose you to chemicals including cadmium, which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

4.3 **Internet Sales; Pressed Juicery Website.** Beginning no later than the Initial Compliance Date, Defendant shall ensure that, for all Covered Products exceeding the Warning Threshold sold to customers in California via the Pressed Juicery Website, Defendant shall prominently display the Warning Statement set forth in Paragraph 4.2 to purchasers before completing their purchases, or provide the Warning Statement via a clearly marked hyperlink using the words "WARNING for California Customers," with the word "WARNING" in all capital letters and in bold print and accompanied by a symbol consisting of a black exclamation point in a yellow equilateral triangle with a bold black outline:  ("Warning Symbol"). The Warning Symbol shall be to the left of the

1 hyperlink, in a size no smaller than the height of the word “WARNING” (“Warning
2 Link”).

3 4.4 The Warning Statement or Warning Link shall be displayed in at least the
4 same type size as the surrounding text for other nutritional information concerning the
5 Covered Product, and placed either: (a) directly on the product display page, such that the
6 Warning Statement or Warning Link is visible on the initial product display screen/page
7 without clicking or scrolling; (b) on the “Your cart” or “Checkout” pages so as to be
8 visible to the consumer without clicking or scrolling prior to checkout; or (c) in a dialogue
9 box which appears when a California address for delivery is provided by the consumer, so
10 long as the dialogue box appears and is visible without clicking or scrolling, prior to
11 completion of the internet sale.

12 4.5 Defendant shall not include information with the Warning Statement or
13 Warning Link that contradicts, obfuscates, or minimizes the meaning of the Warning
14 Statement or Warning Link.

15 4.6 Any material changes to the text, format, or placement of the statements
16 required under this Section 4 shall be made only after a written request for approval from
17 Plaintiff and, if so approved, provision of twenty-one (21) days written notice to the Office
18 of the California Attorney General. Plaintiff shall respond to such request for approval
19 within thirty (30) days. Any dispute arising with respect to whether Defendant’s changes
20 comply with Section 4 of the Consent Judgment shall be subject to the provisions of
21 Section 8 of this Consent Judgment.

22 4.7 In the event that California law specifies additional requirements with
23 respect to the use of the Warning Link as providing “clear and reasonable” warning to
24 consumers, or eliminates the use of the Warning Link as a form of providing “clear and
25 reasonable” warning of consumer product exposure for internet sales, Defendants shall
26 comply with any such additional requirements within one hundred twenty (120) days of
27 such change going into effect.
28

1 4.8 **Internet Sales; Online Retail or Delivery Service.** Beginning no later than
2 the Initial Compliance Date, Defendant shall, for all Covered Products exceeding the
3 Warning Threshold sold to customers located in California via the Amazon Website or any
4 other internet marketplace or retail platform or any online delivery service that Defendant
5 has authorized to sell the Covered Products for delivery in California, ensure that the
6 Warning Statement or Warning Link is visible on the initial product display screen so that
7 one or the other is made available to the consumer without additional clicking or scrolling
8 beyond the page being displayed.

9 4.9 **In-Store Retail Sales.** Beginning no later than the Initial Compliance Date,
10 Defendant shall, for all Covered Products exceeding the Warning Threshold sold to
11 customers via stores or other physical outlets authorized to sell the Covered Products in
12 California, prominently printing or affixing the Warning Statement on the food product
13 label for the Covered Products. Consistent with Title 27, Article 6, § 25607.1, the Warning
14 Statement must be set off from other surrounding information, enclosed in a box.

15 4.9.1 The Warning Statement shall be displayed with such
16 conspicuousness, as compared with other words, statements, designs, or devices on the
17 individual labeling of the Covered Product so as to render the Warning Statement likely to
18 be read and understood by an ordinary individual under customary conditions of purchase
19 and use. Compliance with Paragraph 4.2 through 4.5 shall be deemed to satisfy this
20 requirement.

21 4.10 **Other Sales:** Should Defendant become aware of any Retailer selling the
22 Covered Product in California through in-store retail outlets, mail catalogues, and/or the
23 internet, Defendant shall require that the seller comply with all applicable requirements of
24 this Section 4, within sixty (60) days of receiving notice of any such sales or discontinue
25 sales to such retailer within one hundred twenty (120) days of receiving notice of such
26 unwarned California sales.

27 4.11 To the extent that Defendant sells or distributes into California vegetable or
28 fruit juice products substantially equivalent in formulation to the Covered Products using

1 alternative names, such products shall be subject to the obligations set forth in this Consent
2 Judgment.

3 **5. MONITORING.**

4 5.1 Defendant will test, or arrange for cadmium testing, of the Covered Products
5 it intends to distribute or sell in California to ensure compliance with the standard set forth
6 in Section 4.1 above. This testing will comply with sections 5.2 – 5.4 below. The initial
7 testing shall be completed within ninety (90) days of the Effective Date (“Initial Data Set”)
8 and be repeated twice a year for three years, with the first test to be done between April –
9 June and the second test to be done in the second half of the year. After three years, the
10 Parties may agree to reduce testing to annually; such agreement shall not unreasonably be
11 withheld.

12 5.2 Defendant shall use a testing laboratory certified by the EPA, FDA, or the
13 State of California. Cadmium concentrations shall be measured using inductively coupled
14 plasma mass spectrometry (“ICP-MS”), adhering to the protocols set forth in EPA
15 Methods 6020, 6020a. The laboratory shall digest at least 0.5 grams of each sample with a
16 level of detection not greater than 5 parts per billion, and the sample preparation method
17 shall be a microwave- or heat-assisted acid digestion method.

18 5.3 Using the testing method described in Section 5.2, Defendant shall test or
19 cause to be tested three (3) samples of each Covered Product, with samples randomly
20 selected from one Lot manufactured during the time frame referenced in paragraph 5.1.
21 Defendant shall then calculate an average cadmium value for each Covered Product from
22 the three test results and compare the average to the Warning Threshold for purposes of
23 Section 8 below. Any Lots for which test results are calculated in excess of the Warning
24 Threshold may not be sold in California without a warning as specified in Section 4.2-4.5.

25 5.4 Within thirty (30) days after Defendant receives the results for a testing time
26 period conducted pursuant to the above, Defendant shall send to AYS a full copy of the
27 full laboratory results including all quality assurance, quality control documents along with
28 a certification that the Lots tested of the subject Covered Products either: (a) do not

1 require a warning or (b) will be sold with a compliant warning pursuant to Section 4
2 herein. Such test results shall be kept confidential except as set forth in Section 8.3.

3 **6. SETTLEMENT PAYMENTS.**

4 **6.1 Civil Penalty:** Within thirty (30) days of the Effective Date, Defendant shall
5 pay \$9,000 in the form of a check made payable to *As You Sow*, as a civil penalty pursuant
6 to Health and Safety Code section 25249.7(b). *As You Sow* shall remit seventy-five
7 percent (75%) of this amount to the State of California pursuant to Health and Safety Code
8 section 25249.12(b).

9 **6.2 Additional Settlement Payment:** Within thirty (30) days of the Effective
10 Date, Defendant shall pay \$6,000 in the form of a check made payable to *As You Sow* as a
11 payment in lieu of additional civil penalties, with this amount to be used by *As You Sow* for
12 grants to California 501(c)(3) non-profit organizations and by the *As You Sow*
13 Environmental Enforcement Fund. These funds shall be used to educate and/or reduce or
14 remediate consumer exposures to toxic chemicals such as cadmium and to increase
15 consumer, worker, and community awareness of the health hazards posed by toxic
16 chemicals in California. In deciding among grant proposals, the *As You Sow* Board of
17 Directors (“Board”) takes into consideration a number of important factors, including: (1)
18 the nexus between the harm done in the underlying case(s) and the grant program work;
19 (2) the potential for toxics reduction, prevention, remediation, or educational benefits to
20 California citizens from the proposal; (3) the budget requirements of the proposed grantee
21 and the alternate funding sources available to it for its project; and, (4) the Board’s
22 assessment of the proposed grantee’s ability to perform the funded activities. *As You Sow*
23 shall ensure that all funds will be disbursed and used in accordance with this paragraph, as
24 well as *As You Sow*’s mission statement, articles of incorporation, bylaws, and applicable
25 state and federal laws and regulations. *As You Sow* shall obtain and maintain adequate
26 records to document that the funds are spent on the activities described in this paragraph,
27 and shall provide to the Attorney General, within thirty days of any request, copies of all
28 documentation demonstrating how such funds have been spent. No Party to this Consent

Judgment or counsel of record, or spouse or dependent child thereof, has an economic interest in any individual or entity, besides itself, that will receive all or part of an Additional Settlement Payment.

6.3 Within thirty (30) days of the Effective Date, Defendant shall pay \$48,323 in the form of a check made payable to *As You Sow*, as reimbursement for Plaintiff's attorneys' fees, investigation costs, and other reasonable litigation costs and expenses.

7. MODIFICATION.

7.1 This Consent Judgment may be modified by written agreement and stipulation of the Parties. If a Party seeks to modify the Consent Judgment, it shall provide written notice to the other Party. The Parties shall meet and confer within thirty (30) days of receipt of such notice. Neither Party shall unreasonably withhold agreement to any modification requested by the other Party based on an amendment to Proposition 65 or its supporting regulations or a change in the law.

7.2 If, after entry of the Consent Judgment and despite meet-and-confer efforts, the Parties are unable to reach agreement on a stipulated modification of this Consent Judgment, either Party may file a noticed motion for modification with the Court for good cause shown, provided a copy of the motion is also timely served within twenty-one (21) days notice on the other Party and the Office of the California Attorney General.

7.3 If the Parties reach agreement as to modification of the Consent Judgment, such stipulation shall be reported to the Office of the California Attorney General at least twenty-one (21) days in advance of its submission to the Court for approval.

8. DISPUTE RESOLUTION AND ENFORCEMENT.

8.1 **Liquidated Penalties.** For each material violation of the warning requirement set forth in Paragraph 4.1 above, penalties of \$7,500 per Lot documented to be out of compliance shall accrue. A liquidated penalty shall not be due if Pressed Juicery receives data demonstrating that a Lot of a Covered Product is out of compliance, and Pressed Juicery provides a warning on non-distributed products from that Lot or stops sale in California of remaining products from such Lot within fifteen (15) days.

1 8.2 In the event a dispute arises with respect to any of the provisions of this
2 Consent Judgment, the Parties shall meet and confer within thirty (30) days after either
3 Party receives written notice of an alleged violation of this Consent Judgment or other
4 dispute. The Parties may mutually agree to extend this deadline. In the event that the
5 Parties are unable to resolve their dispute through the meet and confer process, this
6 Consent Judgment may be enforced by either Party using any available provision of law.

7 8.3 A Party who prevails in a contested enforcement action arising with respect
8 to any of the provisions of this Consent Judgment is entitled to seek recovery of its
9 reasonable attorneys' fees and costs incurred in any such motion or proceeding pursuant to
10 California Code of Civil Procedure § 1021.5. Notwithstanding any language herein, *As You*
11 *Sow* may disclose test results received from Defendant in a court filing in support of any
12 motion to enforce this Consent Judgment provided that *As You Sow* first provides
13 Defendant an opportunity to make a motion for leave to seal such data.

14 **9. CLAIMS COVERED AND RELEASE.**

15 9.1 This Consent Judgment is a full, final, and binding resolution between *As*
16 *You Sow*, on behalf of itself and in the public interest, as well as its parents, subsidiaries,
17 officers, directors, employees, agents, insurers, representatives, successors, and assigns
18 (collectively, "*As You Sow* Releasees") and Pressed Juicery, Inc. and its respective officers,
19 directors, shareholders, employees, agents, parent companies, and divisions, and the
20 predecessors, successors, and assigns of any of them (collectively, "Pressed Juicery
21 Releasees") with respect to the application of Proposition 65 to cadmium in the Covered
22 Products manufactured prior to the Effective Date. This release is also effective as to
23 Pressed Juicery, Inc.'s authorized distributors, Retailers, and delivery services customers
24 or licensees/franchisees and other authorized resellers of the Covered Products, but no
25 unauthorized sellers of the Covered Products and no upstream grower, manufacturer,
26 distributor, vendor, or supplier to Defendant is party to this agreement or released by its
27 terms.

1 9.2 Plaintiff, on behalf of itself as well as its successors and assigns, hereby
2 fully releases and discharges Pressed Juicery and Pressed Juicery Releasees from any and
3 all claims asserted, or that could have been asserted, regarding the failure to warn under
4 Proposition 65 about the Covered Products prior to the Effective Date.

5 9.3 Defendant hereby releases *As You Sow* from, and waives any claims against
6 *As You Sow* and *As You Sow's* Releasees for injunctive relief or damages, penalties, fines,
7 sanctions, mitigation, fees (including fees of attorneys, experts and others), costs,
8 expenses, or any other sum incurred or claimed, or which could have been claimed, for
9 matters related to the Notice or this action.

10 9.4 Compliance with the terms of this Consent Judgment shall be deemed to
11 constitute compliance with Proposition 65 for cadmium in Pressed Juicery's products sold
12 in California.

13 **10. GOVERNING LAW AND CONSTRUCTION.**

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

16 **11. COURT APPROVAL.**

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

18 **12. APPLICATION OF CONSENT JUDGMENT.**

19 This Consent Judgment shall apply to and be binding upon *As You Sow* and Pressed
20 Juicery, Inc., their respective officers, directors, and shareholders and the predecessors,
21 successors or assigns of each of them.

22 **13. ENTIRE AGREEMENT.**

23 The Parties declare and represent that no promise, inducement, or other agreement
24 has been made conferring any benefit upon any Party except those contained in this
25 Consent Judgment and the related Settlement Agreement. This Consent Judgment and the
26 Settlement Agreement contain the entire agreement pertaining to the subject matter hereof.

1 **14. DURATION OF CONSENT JUDGMENT.**

2 This Consent Judgment shall terminate after five years from the Effective Date,
3 with the option to extend for an additional term upon submission of a stipulation to the
4 Court or upon a motion granted by the Court.

5 **15. ATTORNEYS' FEES.**

6 Except as specifically provided in this Consent Judgment, each Party shall bear its
7 own attorneys' fees and costs incurred in connection with the Notice, Plaintiff's
8 Complaint, and related settlement discussions and documents.

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

10 16.1 Plaintiff shall comply with the reporting requirements referred to in
11 Health and Safety Code section 25249.7(f) (and established in Title 11 of the California
12 Code of Regulations sections 3000-3008), and shall move for approval of this Consent
13 Judgment pursuant to the terms of this Consent Judgment and the Settlement Agreement.

14 16.2 The Parties shall use their best efforts to support entry of this Consent
15 Judgment. If the California Attorney General objects to any term in this Consent
16 Judgment, the Parties shall use their best efforts to resolve the concern in a timely manner,
17 and if possible, prior to the hearing on the motion to approve this Consent Judgment.

18 **17. PROVISION OF NOTICE.**

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

21 Plaintiff As You Sow

22 *As You Sow Foundation*
23 *Attn: Danielle Fugere*
24 *Main Post Office*
25 *P.O. Box 751*
26 *Berkeley, CA 94701*
27 *Tel.: (510) 735-8158*
28 dfugere@asyousow.org

Defendant Pressed Juicery, Inc.

Joyce Crucillo

General Counsel / VP Human Resources
4016 Wilshire Blvd.
Los Angeles, CA 90010
Tel: (310) 424-5714
joyce.crucillo@pressedjuicery.com

18. **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.

19. **DRAFTING.**

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

20. **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.

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APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2022 ***AS YOU SOW***

By _____
DANIELLE R. FUGERE

Attorneys for Plaintiff ***AS YOU SOW***

Dated: April 26, 2022 **PRESSED JUICERY, INC.**

By Joyce Crucillo
JOYCE CRUCILLO

Attorneys for Defendant **PRESSED JUICERY, INC.**

SO AGREED:

Dated: _____, 2022 ***AS YOU SOW***

By: _____
Name: Andrew Behar
Title: CEO

Dated: April 26, 2022 **PRESSED JUICERY, INC.**

By: Joyce Crucillo
Name: Joyce Crucillo
Title: Chief Legal Officer

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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: _____, 2022

HON. _____
JUDGE OF THE SUPERIOR COURT