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AS YOU SOW

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Attorney for Defendant
MEDLINE INDUSTRIES, INC.

**ENDORSED
FILED
ALAMEDA COUNTY**

JUL 16 2021

CLERK OF THE SUPERIOR COURT
By _____ Deputy

CHRISTNA ROGERS

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

AS YOU SOW,

Plaintiff,

v.

MEDLINE INDUSTRIES, INC.,

Defendants.

CASE NO. RG21097747

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

Reservation: R-2277195
Date: October 20, 2021
Time: 9:00 AM
Dept: 20

Action Filed: April 29, 2021

This Settlement Agreement is entered into by and between Plaintiff *As You Sow* (“*As You Sow*” or “Plaintiff”) and Defendant Medline Industries, Inc. (“Medline” or “Defendant”), to resolve claims raised against Defendant in the Complaint in the above-captioned action. This Consent Judgment shall be effective upon entry. *As You Sow* and Defendant (collectively “the Parties”) agree to the terms and conditions set forth below.

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 formerly produced, distributed, and/or sold blenderized feeding
7 tube meals. Defendant produced, distributed, and/or sold the Covered Products in retail
8 stores or at physical locations, via catalogues, and/or online through its own website,
9 <https://athome.medline.com> (the “Medline website”), and the internet retail seller
10 Amazon.com, <https://www.amazon.com> (the “Amazon website”).

11 1.3 *As You Sow* alleges in the Complaint that the Covered Products contain
12 cadmium and lead. Cadmium and lead are listed by the State of California as known to
13 cause cancer and birth defects or other reproductive harm under the Safe Drinking Water
14 and Toxic Enforcement Act of 1986 (the “Toxic Enforcement Act”), California Health and
15 Safety Code §25249.5 *et seq.* On July 15, 2020, *As You Sow* sent a 60-day Notice of
16 Violation (the “Notice”) to Defendant and to public enforcers as required by Health and
17 Safety Code section 25249.7, alleging that Defendant violated the Toxic Enforcement Act
18 by failing to provide clear and reasonable warnings before exposing persons to cadmium
19 and lead contained in blenderized feeding tube meals that are, at any time, manufactured,
20 distributed, or sold by the Defendant.

21 1.4 The Parties have agreed to enter into this Consent Judgment to settle
22 Plaintiff’s claims with regard to the Covered Products and to avoid prolonged and costly
23 litigation.

24 1.5 Nothing in this Settlement Agreement is or shall be construed as an
25 admission by the Parties of any fact, conclusion of law, issue of law, or violation of law.

26 1.6. By executing and complying with this Consent Judgment, neither Party
27 admits the existence of any other statutory, common law, or equitable claim, requirement,
28 or defense relating to or arising from the production, sale, or distribution of the Covered

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

6 **2. DEFINITIONS.**

7 2.1 “Effective Date” is the date of entry of this Consent Judgment.

8 2.2 “Covered Product(s)” are blenderized feeding tube meals manufactured,
9 distributed or sold by Medline identified in Paragraph 1.2

10 2.3 “Lot” means all units of a Covered Product bearing the same lot number
11 and/or best-by or sell-by date.

12 2.4 “Retailer” or “Retail seller” is a person or business that sells or otherwise
13 provides consumer products directly to consumers by any means, including Amazon.com.

14 2.5 “Warning Statement” is the statement in content and form as shown in
15 Paragraph 4.2.

16 2.6 “Written Notice” is the written notice described in Title 27, Article 6, §
17 25600.2(b) of the California Code of Regulations, in the content and form as specified in
18 Title 27, Article 6, § 25603 of the California Code of Regulations.

19 2.7 A “Serving” as used in this agreement refers to one 400mL meal.

20 **3. JURISDICTION AND VENUE.**

21 3.1 For purposes of this Consent Judgment only, the Parties stipulate that this
22 Court has jurisdiction over the allegations contained in the Complaint and personal
23 jurisdiction over Defendant; venue is proper in Alameda County; the Court has jurisdiction
24 to enter this Consent Judgment as a full and final resolution of all the Toxic Enforcement
25 Act claims up through and including the Effective Date which were, or could have been,
26 asserted in this action based on the facts alleged in Plaintiff’s Notice and Complaint. The
27 Court shall retain jurisdiction to enforce this Consent Judgment.

28

1 4. **INJUNCTIVE RELIEF.**

2 4.1 Beginning no later than the Effective Date, Defendant shall not produce,
3 distribute, and/or sell in California any Covered Product containing more than 4.0
4 micrograms per Serving of cadmium and/or 0.5 micrograms per Serving of lead without
5 first providing the warning statement as specified in Paragraph 4.2, pursuant to the
6 methods specified in Paragraphs 4.3 - 4.9 below.

7 4.2 **Warning Statement.** Beginning no later than the Effective Date, all Covered
8 Products produced, distributed, and/or sold by Defendant in the State of California
9 containing more than 4.1 micrograms per Serving of cadmium and/or 0.5 micrograms per
10 Serving of lead shall use the following “Warning Statement”:

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

14 Consistent with Title 27, Article 6, § 25603 of the California Code of Regulations,
15 in all instances where the Warning Statement appears, the warning text shall be displayed
16 in at least the same type size as the surrounding text for other consumer information
17 concerning the Covered Products and accompanied by a symbol consisting of a black
18 exclamation point in a yellow equilateral triangle with a bold black outline (“Warning
19 Symbol”). The Warning Symbol shall be placed to the left of the text of the warning, in a
20 size no smaller than the height of the word “WARNING.”

21 In addition to the warning requirements set forth above, Defendant may comply
22 with this Judgment by using other applicable warning text and transmission methods set
23 forth in 27 Cal. Code Regs. § 25601, et seq., and amended subsequently thereafter, .

24 4.3 **Internet Sales; Medline Website.** Beginning no later than the Effective
25 Date, Defendant shall ensure that, for all Covered Products containing more than 4.1
26 micrograms per Serving of cadmium and/or 0.5 micrograms per Serving of lead sold to
27 customers located in California via the Medline Website, Defendant shall prominently
28 display the Warning Statement set forth in Paragraph 4.2 to purchasers before completing

1 their purchases, or provide the Warning Statement via a clearly marked hyperlink
2 (“Warning Link”) using the words “**WARNING: California Customers,**” with the word
3 “**WARNING**” in all capital letters and in bold print and the Warning Symbol to the left of
4 the text, in a size no smaller than the height of the word “**WARNING**” by the methods set
5 forth in paragraph 4.4 below.

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

15 4.4.1 Defendants shall not include any information with the Warning
16 Statement or Warning Link that contradicts, obfuscates, or minimizes the meaning of the
17 Warning Statement or Warning Link.

18 4.4.2 Any material changes to the text, format, or placement of the
19 statements required under this Section 4 shall be made only after a written request for
20 approval from Plaintiff. Plaintiff shall respond to such request for approval within thirty
21 days. Any dispute arising with respect to whether Defendant’s changes comply with
22 Section 4 of the Consent Judgment shall be subject to the provisions of Section 8 of this
23 Consent Judgment.

24 4.4.3 In the event that California law specifies additional requirements with
25 respect to the use of the Warning Link as providing “clear and reasonable” warning to
26 consumers, Defendants shall, within 30 days of such change going into effect, comply with
27 any such additional requirements, in addition to prominently displaying the Warning
28 Statement set forth in Paragraph 4.2.

1 **4.5 Internet Sales; Online Marketplace.** Beginning no later than the Effective
2 Date, Defendant shall, for all Covered Products sold to customers located in California via
3 the Amazon Website or any other internet retail platform, provide such retail platform(s)
4 information concerning the requirements of Proposition 65 and the Warning Statement in
5 Paragraph 4.2 for placement in the primary product description on the retailer’s website
6 such that the Warning Statement or Warning Link is visible on the initial product display
7 screen without scrolling. The parties agree that the Written Notice set forth in **Exhibit A**
8 satisfies the purposes of this paragraph 4.5.

9 **4.6 Mail Order /Catalogue Sales:** If Defendant sells Covered Products
10 containing more than 4.1 micrograms per Serving of cadmium and/or 0.5 micrograms per
11 Serving of lead via mail order to customers located in California, , Defendant shall
12 prominently display the Warning Statement (set forth in Paragraph 4.2, and 4.4.3 if
13 applicable) in the mail order catalogue in compliance with California Code of Regulations,
14 Title 27, Article 6 § 25602(c), either on the same page as a Covered Product is displayed,
15 or on the same page upon which the any of the Covered Products’ prices are listed, in the
16 same type size as the surrounding, non-heading text. The Warning Statement shall be
17 added no later than in the first print run of the mail order catalogue on or after the Effective
18 Date.

19 **4.7 In-Store Retail Sales:** If Defendant sells Covered Products containing more
20 than 4.1 micrograms per Serving of cadmium and/or 0.5 micrograms per Serving of lead
21 via stores or other physical outlets, , Defendant shall prominently affix the Warning
22 Statement (set forth in Paragraph 4.2, and 4.4.3 if applicable) on the Covered Product’s
23 individual label, or packaging for products sold together as a package.

24 **4.7.1** The Warning Statement shall be displayed with such conspicuousness,
25 as compared with other words, statements, designs, or devices on the individual labeling of
26 the Covered Products, so as to render the Warning Statement likely to be read and
27 understood by an ordinary individual under customary conditions of purchase and use.

28 **4.8 Other Sales:** Should Defendant become aware of any retailer selling

1 Covered Products containing more than 4.1 micrograms per Serving of cadmium and/or
2 0.5 micrograms per Serving of lead through in-store retail outlets, mail catalogues, and/or
3 the internet without a Warning Statement compliant with Section 4.2 and 4.4.3 if
4 applicable, Defendant shall, in writing, require that the seller comply with all applicable
5 requirements of this Section 4 within sixty (60) days of receiving notice. Should such
6 retailer fail to comply with Section 4, within 60 days of receiving the written notice, or a
7 period otherwise agreed upon as reasonable, Defendant shall thereafter discontinue sale of
8 the Covered Products to such retailer.

9 **5. SETTLEMENT PAYMENTS.**

10 **5.1 Civil Penalty:** Within thirty (30) days of the Effective Date, Defendant shall
11 pay \$18,500 for civil penalties pursuant to Health and Safety Code section 25249.7(b).
12 One check in the amount of \$4,625.00 (or 25%) shall be payable to *As You Sow*. Another
13 check in the sum of \$13,875 (or 75%) shall be payable to The Office of Environmental
14 Health Hazard Assessment, pursuant to Health and Safety Code section 25249.12(b).

15 **5.2 Additional Settlement Payment:** Within thirty (30) days of the Effective
16 Date, Defendant shall pay \$13,500 in the form of a check made payable to *As You Sow* as a
17 payment in lieu of additional civil penalties, with this amount to be used by *As You Sow* for
18 grants to California 501(c)(3) non-profit organizations and by the *As You Sow*
19 Environmental Enforcement Fund. These funds shall be used to educate and/or reduce or
20 remediate consumer exposures to toxic chemicals such as lead and to increase consumer,
21 worker, and community awareness of the health hazards posed by toxic chemicals in
22 California. In deciding among grant proposals, the *As You Sow* Board of Directors
23 (“Board”) takes into consideration a number of important factors, including: (1) the nexus
24 between the harm done in the underlying case(s) and the grant program work; (2) the
25 potential for toxics reduction, prevention, remediation, or educational benefits to
26 California citizens from the proposal; (3) the budget requirements of the proposed grantee
27 and the alternate funding sources available to it for its project; and, (4) the Board’s
28 assessment of the proposed grantee’s ability to perform the funded activities. *As You Sow*

1 shall ensure that all funds will be disbursed and used in accordance with this paragraph, as
2 well as *As You Sow's* mission statement, articles of incorporation, bylaws, and applicable
3 state and federal laws and regulations. *As You Sow* shall obtain and maintain adequate
4 records to document that the funds are spent on the activities described in this paragraph,
5 and shall provide to the Attorney General, within thirty days of any request, copies of all
6 documentation demonstrating how such funds have been spent. No Party to this Consent
7 Judgment or counsel of record, or spouse or dependent child thereof, has an economic
8 interest in any individual or entity, besides itself, that will receive all or part of an
9 Additional Settlement Payment.

10 5.3 Within thirty (30) days of the Effective Date, Defendant shall pay \$28,000 in
11 the form of a check made payable to *As You Sow*, as reimbursement for Plaintiff's
12 attorneys' fees, investigation costs, and other reasonable litigation costs and expenses.

13 5.3 No later than ten (10) days after the effective date, Plaintiff's counsel will
14 provide Defendant's counsel with a current IRS form W9 form for *As You Sow*.

15 **6. PRODUCT REFORMULATION.**

16 6.1 The provisions of this section apply only in the event Defendant reformulates
17 any of the Covered Products ("Reformulated Covered Product") to reduce consumer
18 exposure to less than 4.0 micrograms of cadmium or 0.5 micrograms of lead per Serving
19 and seeks to remove the Warning Statement required under Paragraph 4.2.

20 6.2 In the event Defendant reformulates any of the Covered Products and relies
21 on product testing to substantiate the removal of the Warning Statement as set forth in
22 Paragraph 6.1, testing for lead and/or cadmium content shall be conducted on at least three
23 (3) samples of the Covered Product (in the form intended for sale to the end-user) from
24 three (3) different lots (or from the maximum number of lots available for testing if there
25 are fewer than three (3) lots available), on two (2) separate occasions. Testing for lead
26 content shall be conducted using EPA Methods 6020, 6020a, via ICP-MS (inductively
27 coupled plasma mass spectrometry ("ICP-MS"), following EPA protocols. The laboratory
28 shall digest each sample with a level of detection of at least 4 parts per billion, and a

1 reporting limit of at least 10 parts per billion. The sample preparation method must use a
2 microwave- or heat-assisted acid digestion method.

3 6.3 Testing for lead and/or cadmium content under Paragraph 6.2 shall be
4 performed by an independent third-party laboratory certified for the analysis of heavy
5 metals by the California Environmental Laboratory Accreditation Program (ELAP), the
6 National Environmental Laboratory Accreditation Program (NELAP), or an independent
7 third party laboratory registered with the United States Environmental Protection Agency
8 or the United States Food & Drug Administration.

9 6.4 In the event Defendant reformulates any of the Covered Products and relies
10 on product testing to substantiate the removal of the Warning Statement as set forth in
11 Paragraph 6.1, Defendants shall notify *As You Sow* within thirty (30) days of such
12 reformulation and provide all test results and documentation of testing for lead and/or
13 cadmium content in the Covered Products, including all accompanying quality
14 assurance/quality control ("QA/QC") documentation. Any testing results exchanged shall
15 be deemed and treated by *As You Sow* as confidential information.

16 6.5 As of the Effective Date, Defendant shall not produce, distribute, and/or sell
17 in California any Covered Product unless they are Reformulated Covered Products
18 pursuant to Section 6.1 above, or unless Defendant provides the Warning Statement as
19 specified in Paragraph 4.2, in compliance with Paragraphs 4.3-4.9. Any dispute as to
20 whether a Reformulated Covered Product complies with Section 6 shall be subject to the
21 provisions of Section 8 of this Agreement.

22 **7. MODIFICATION.**

23 7.1 This Consent Judgment may be modified by written agreement and
24 stipulation of the Parties. If either Party seeks to modify the Consent Judgment, it shall
25 provide written notice to the other Party of the modification sought. The parties shall meet
26 and confer within thirty (30) days of receipt of such meet and confer notice. Neither Party
27 shall unreasonably withhold agreement to any modification requested by the other Party
28 that is based on an amendment to the Toxic Enforcement Act or its supporting regulations

1 or a change in the law. If despite their meet-and-confer efforts, the Parties are unable to
2 reach agreement on a stipulated modification, either Party may file a noticed motion for
3 modification with the Court for good cause shown, provided a copy of the motion is also
4 served on the other Party and the Office of the California Attorney General.

5 7.2 If the parties reach agreement as to modification of the Consent Judgment,
6 such stipulation shall be reported to the Office of the California Attorney General at least
7 twenty-one (21) days in advance of its submission to the Court for approval.

8
9 **8. DISPUTE RESOLUTION AND ENFORCEMENT.**

10 8.1 If Plaintiff alleges that Defendant has failed to meet an obligation set forth
11 in this Consent Judgment, Plaintiff shall inform Defendant in a reasonably prompt manner.
12 As long as Defendant cures such alleged violations within thirty (30) days of receipt of the
13 written notice, then there shall be deemed no material violation. Such violations are
14 considered Defendant's first violations. All subsequent violations of the Warning
15 Requirements shall accrue penalties of \$2500 per violation.

16 8.2 In the event a dispute arises with respect to any of the provisions of this
17 Consent Judgment, the Parties shall meet and confer within fourteen (14) days after either
18 Party receives written notice of an alleged violation of this Consent Judgment or other
19 dispute. In the event that the Parties are unable to resolve their dispute through the meet
20 and confer process, this Consent Judgment may be enforced using any available provision
21 of law.

22 8.3 A party who prevails in a contested enforcement action arising with respect
23 to any of the provisions of this Settlement Agreement is entitled to seek recovery of its
24 reasonable attorneys' fees and costs incurred in any such motion or proceeding pursuant to
25 California Code of Civil Procedure § 1021.5, unless the unsuccessful party has acted with
26 substantial justification. For purposes of this Settlement Agreement, the term substantial
27 justification shall carry the same meaning as used in the Civil Discovery Act of 1986,
28 Code of Civil Procedure. Notwithstanding any language to the contrary in Section 6, or

1 otherwise herein, *As You Sow* may disclose test results received from Defendant in a court
2 filing in support of any motion to enforce this Consent Judgment provided that *As You Sow*
3 first provides Defendant an opportunity to make a motion for leave to seal such data.

4 **9. CLAIMS COVERED AND RELEASE.**

5 9.1 This Consent Judgment is a full, final, and binding resolution between *As*
6 *You Sow*, on behalf of itself and in the public interest, as well as its parents, subsidiaries,
7 officers, directors, employees, agents, insurers, representatives, successors, and assigns
8 (“*As You Sow* Releasees”) and Defendant and its respective officers, directors,
9 shareholders, employees, agents, parent companies, and divisions, and the predecessors,
10 successors, and assigns of any of them (collectively, “Medline Releasees”). No upstream
11 manufacturer, distributor, grower, vendor, or supplier to Defendant Medline is party to this
12 agreement.

13 9.2 Plaintiff hereby fully releases and discharges Medline’s Releasees from any
14 and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees
15 (including fees of attorneys, experts, and others), costs, and expenses asserted, or that
16 could have been asserted from the handling, use, or consumption of the Covered Product,
17 as to any alleged violation of the Toxic Enforcement Act or its implementing regulations
18 arising from the failure to provide the Toxic Enforcement Act warnings on the Covered
19 Products regarding lead, and/or cadmium, sold in California through the Medline Website,
20 through Amazon.com, or other online websites or catalogues, up to and including the
21 Effective Date.

22 9.3 Defendant hereby releases *As You Sow* from, and waives any claims against
23 *As You Sow* and *As You Sow*’s Releasees for injunctive relief or damages, penalties, fines,
24 sanctions, mitigation, fees (including fees of attorneys, experts and others), costs,
25 expenses, or any other sums or causes incurred or claimed, or which could have been
26 claimed, for matters related to the Notice of Violation or Complaint.

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1 9.4 Compliance with the terms of this Consent Judgment for Medline’s
2 blenderized feeding tube products sold in California shall be deemed to constitute
3 compliance with the Toxic Enforcement Act.

4 **10. GOVERNING LAW AND CONSTRUCTION.**

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

7 **11. COURT APPROVAL.**

8 11.1 Unless otherwise stipulated by the Parties, if the Court fails to
9 approve and order entry of the Consent Judgment without any alteration, deletion or
10 amendment, this Consent Judgment shall become null and void upon the election of either
11 Party, and shall not be introduced into evidence or otherwise used in any proceeding for
12 any purpose.

13 11.2 Defendant agrees not to oppose Court approval of this Consent
14 Judgment.

15 **12. APPLICATION OF CONSENT JUDGMENT.**

16 This Consent Judgment shall apply to and be binding upon *As You Sow* and Medline
17 and their respective officers, directors, and shareholders and the predecessors, successors
18 or assigns of each of them.

19 **13. ENTIRE AGREEMENT.**

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

23 **14. DURATION OF CONSENT JUDGMENT.**

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

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1 **15. ATTORNEYS' FEES.**

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

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

6 16.1 Plaintiff shall comply with the reporting requirements referred to in
7 Health and Safety Code section 25249.7(f) (and established in Title 11 of the California
8 Code of Regulations sections 3000-3008), and shall move for approval of this Consent
9 Judgment pursuant to the terms thereof.

10 16.2 The Parties shall use their best efforts to support entry of this Consent
11 Judgment. If the California Attorney General objects to any term in this Consent
12 Judgment, the Parties shall use their best efforts to resolve the concern in a timely manner,
13 and if possible, prior to the hearing on the motion to approve this Consent Judgment.

14 **17. PROVISION OF NOTICE.**

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

17 Plaintiff *As You Sow*

18 *As You Sow*
19 Attn: Chelsea Linsey, Staff Attorney
20 2150 Kittredge Street
21 Suite 450
22 Berkeley, CA 94704
23 Tel.: (510) 735-8158

24 Defendant Medline, Inc.

25 Scali Rasmussen
26 1901 Harrison Street, 14th Floor,
27 Oakland, CA 94612-3501
28

1 18. **EXECUTION AND COUNTERPARTS.**

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

5 19. **DRAFTING.**

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

15 20. **AUTHORIZATION.**

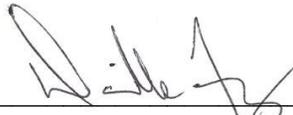
16 Each signatory to this Consent Judgment certifies that he or she is fully authorized
17 by the Party he or she represents to stipulate to this Consent Judgment and to enter into and
18 execute the Consent Judgment on behalf of the Party represented and legally bind that
19 Party. The undersigned have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

21 **APPROVED AS TO FORM AND CONTENT:**

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Dated: April 7, 2021

AS YOU SOW

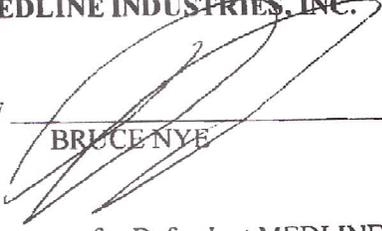
By 
DANIELLE R. FUGERE

Attorneys for Plaintiff *AS YOU SOW*

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Dated: Apr. 20, 2021

MEDLINE INDUSTRIES, INC.

By 
BRUCE NYE

Attorneys for Defendant MEDLINE INDUSTRIES, INC.

SO AGREED:

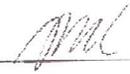
Dated: 4/21, 2021

AS YOU SOW

By: 
Name: Andrew Behar
Title: CEO

Dated: April 14, 2021

MEDLINE INDUSTRIES, INC.

By: 
Name: Alex Liberman
Title: General Counsel

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[PROPOSED] ORDER

IT IS SO ORDERED AND ADJUDGED:

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

Dated: _____, 2021

HON. _____
JUDGE OF THE SUPERIOR COURT