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17 FRONTIER COOPERATIVE

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

AS YOU SOW,

Plaintiff,

v.

FRONTIER COOPERATIVE,

Defendant.

CASE NO. 22CV017226

**[PROPOSED] STIPULATED CONSENT
JUDGMENT**

Action Filed: September 2, 2022

1 This Consent Judgment is entered into by and between Plaintiff *As You Sow* (“*As You*
2 *Sow*” or “Plaintiff”) and Defendant Frontier Cooperative (“Frontier” or “Defendant”), to
3 resolve claims raised against Defendant in the Complaint in the above-captioned action. This
4 Consent Judgment shall be effective upon entry. *As You Sow* and Defendant (collectively “the
5 Parties”) agree to the terms and conditions set forth below.

6 1.1. *As You Sow* is a non-profit corporation dedicated to, among other causes, the
7 protection of the environment, the promotion of human health, the improvement of worker and
8 consumer rights, environmental education, and corporate accountability. *As You Sow* is based
9 in Berkeley, California and is incorporated under the laws of the State of California.

10 1.2. Defendant currently produces, distributes, and/or sells spinach products
11 containing lead, including but not limited to, “Frontier Co-Op Spinach Flakes Certified
12 Organic” and “Frontier Co-Op Spinach Powder Certified Organic” (the “Covered Products”).
13 Defendant produces, distributes, and/or sells the Covered Products in retail stores or at physical
14 locations, via catalogues, and/or online through its own website, <https://frontiercoop.com> (the
15 “Frontier website”), and the internet retail seller Amazon.com, <https://www.amazon.com> (the
16 “Amazon website”).

17 1.3. *As You Sow* alleges in the Complaint that the Covered Products contain lead.
18 Lead is listed by the State of California as known to cause cancer and birth defects or other
19 reproductive harm under the Safe Drinking Water and Toxic Enforcement Act of 1986 (the
20 “Act”), California Health and Safety Code §25249.5 et seq. On August 19, 2020, *As You Sow*
21 sent a 60-day Notice of Violation (the “Notice”) to Defendant and to public enforcers as
22 required by Health and Safety Code section 25249.7, alleging that Defendant violated the Act
23 by failing to provide clear and reasonable warnings before exposing persons to lead contained
24 in the Covered Products.

25 1.4. The Parties have agreed to enter into this Consent Judgment to settle Plaintiff’s
26 claims with regard to the Covered Products and to avoid prolonged and costly litigation.

27 1.5. Nothing in this Consent Judgment is or shall be construed as an admission by
28 the Parties of any fact, conclusion of law, issue of law, or violation of law.

1 1.6. By executing and complying with this Consent Judgment, neither Party admits
2 the existence of any other statutory, common law, or equitable claim, requirement, or defense
3 relating to or arising from the production, sale, or distribution of the Covered Products in
4 California. Nothing in this Consent Judgment shall prejudice, waive, or impair any right,
5 remedy, or defense that *As You Sow* and Defendant may have in any other, or in future, legal
6 proceedings unrelated to this action. This Paragraph shall not diminish or otherwise affect the
7 obligations, responsibilities, and duties of the Parties under this Consent Judgment.

8 **2. DEFINITIONS.**

9 2.1. “Effective Date” is the date *As You Sow* serves notice of entry of this Consent
10 Judgment.

11 2.2. “Compliance Date” is six months from the Effective Date.

12 2.3. “Covered Product(s)” are the products covered by this Consent Judgment, which
13 are identified in Paragraph 1.2.

14 2.4. “Lot” means all units of a Covered Product bearing the same lot number
15 and/or best-by or sell-by date.

16 2.5. “Retailer” or “Retail seller” is a person or business that sells or otherwise
17 provides consumer products directly to consumers by any means, including Amazon.com.

18 2.6. “Warning Statement” is the statement in content and form as shown in
19 Paragraph 4.2.

20 2.7. “Written Notice” is the written notice described in Title 27, Article 6, §
21 25600.2(b) of the California Code of Regulations, in the content and form as specified in Title
22 27, Article 6, § 25603 of the California Code of Regulations.

23 2.8. A “Serving” as used in this agreement shall be the labeled serving size for the
24 Covered Product(s). If the Covered Product is labeled as a food, its serving size shall be set
25 according to the federal Reference Amounts Customarily Consumed (RACC) category called
26 “Vegetables primarily used for garnish or flavor.” If the covered Product is sold as a
27 supplement, its serving size shall be set according to the RACC category for dietary
28 supplements. A Covered Product sold as a supplement must also be labeled as a dietary

1 supplement; that is, the Covered Product label must include the term "dietary supplement" or
2 equivalent, pursuant to the Dietary Supplement Health and Education Act (DSHEA). Each
3 Covered Product sold as a supplement must either be labeled in quarter, half, or full teaspoon
4 increments or the product must include a spoon for the applicable serving size set according to
5 this Section. Should either RACC category be eliminated or modified in the future, Frontier
6 may use the closest analogous category, subject to thirty day's written notice to *As You Sow*.

7 **3. JURISDICTION AND VENUE.**

8 3.1. For purposes of this Consent Judgment only, the Parties stipulate that this Court
9 has jurisdiction over the allegations contained in the Complaint and personal jurisdiction over
10 Defendant; venue is proper in Alameda County; the Court has jurisdiction to enter this Consent
11 Judgment as a full and final resolution of all claims under the Act up through and including the
12 Effective Date which were, or could have been, asserted in this action based on the facts
13 alleged in Plaintiff's Notice and Complaint. The Court shall retain jurisdiction to enforce this
14 Consent Judgment.

15 **4. INJUNCTIVE RELIEF.**

16 4.1. Beginning no later than the Compliance Date, Defendant shall not produce,
17 distribute, and/or sell in California any Covered Product containing more than 0.5 micrograms
18 per Serving of lead without first providing the warning statement as specified in Paragraph 4.3,
19 pursuant to the methods specified in Paragraphs 4.4 - 4.9 below.

20 4.2. **Warning Statement.** Beginning no later than the Compliance Date, all Covered
21 Products produced, distributed, and/or sold by Defendant in the State of California shall use the
22 following "Warning Statement:"

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

26 Consistent with Title 27, Article 6, § 25603 of the California Code of Regulations, in all
27 instances where the Warning Statement appears, the warning text shall be displayed in at least
28 the same type size as the surrounding text for other consumer information concerning the

1 Covered Products and accompanied by a symbol consisting of a black exclamation point in a
2 yellow equilateral triangle with a bold black outline (“Warning Symbol”). Consistent with
3 Title 27, Article 6, § 25607.1, where the warning is provided on the food product label, it must
4 be set off from other surrounding information, enclosed in a box. The Warning Symbol shall
5 be placed to the left of the text of the warning, in a size no smaller than the height of the word
6 “WARNING.”

7 4.3. **Internet Sales; Frontier Website.** Beginning no later than the Compliance
8 Date, Defendant shall ensure that, for all Covered Products sold to customers located in
9 California via the Frontier Website, Defendant shall prominently display the Warning
10 Statement set forth in Paragraph 4.2 to purchasers before completion of purchase(s). The
11 Warning Statement set forth in Paragraph 4.2 shall be displayed (a) using a clearly marked
12 hyperlink with the word “**WARNING**” on the product display page as set forth in 27 CCR §
13 25602(b); (b) on the product display page without requiring the purchaser to seek out the
14 warning by scrolling as set forth in 27 CCR § 25602(a)(2); or (c) by prominently displaying the
15 warning to the purchaser prior to completing the purchase as set forth in 27 CCR § 25602(b).

16 4.3.1. Defendants shall not include any information with the Warning Statement that
17 contradicts, obfuscates, or minimizes the meaning of the Warning Statement.

18 4.3.2 Any changes to the text, format, or placement of the statements that do not
19 comply with this Section 4 shall be made only after a written request for approval from
20 Plaintiff. Plaintiff shall respond to such request for approval within thirty days. Any dispute
21 arising with respect to whether Defendant’s changes comply with Section 4 of the Consent
22 Judgment shall be subject to the provisions of Section 8 of this Consent Judgment.

23 4.4. **Internet Sales; Online Marketplace.** Beginning no later than the Effective
24 Date, Defendant shall, for all Covered Products sold to customers located in California via the
25 Amazon Website or any other internet marketplace or retail platform, provide the Warning
26 Statement in Paragraph 4.2, directly on the initial product display page or by hyperlink such
27 that the Warning Statement is visible on the initial product display screen without scrolling on a
28 full screen monitor or by providing the warning otherwise prior to purchase.

1 **4.5. Mail Order /Catalogue Sales:** If Defendant sells the Covered Products via mail
2 order to customers located in California, Defendant shall prominently display the Warning
3 Statement (set forth in Paragraph 4.2) in the mail order catalogue in compliance with California
4 Code of Regulations, Title 27, Article 6 § 25602(c), either on the same page as a Covered
5 Product is displayed, or on the same page upon which any of the Covered Products' prices are
6 listed, in the same type size as the surrounding, non-heading text. The Warning Statement shall
7 be added no later than in the first print run of the mail order catalogue on or after the Effective
8 Date.

9 **4.6. In-Store Retail Sales:** If Defendant sells the Covered Products via stores or
10 other physical outlets, Defendant shall prominently affix the Warning Statement (set forth in
11 Paragraph 4.2) on the Covered Product's label.

12 **4.6.1.** The Warning Statement shall be displayed with such conspicuousness, as
13 compared with other words, statements, designs, or devices on the individual labeling of the
14 Covered Products, so as to render the Warning Statement likely to be read and understood by
15 an ordinary individual under customary conditions of purchase and use.

16 **4.7. Other Sales:** Should Defendant become aware of any Retailer or retail Seller
17 selling the Covered Products through in-store retail outlets, mail catalogues, and/or the internet
18 without a Warning Statement compliant with Section 4.2, and 4.4.3 if applicable, Defendant
19 shall, in writing, require that the seller comply with all applicable requirements of this Section
20 4 within sixty (60) days of receiving notice.

21 **5. SETTLEMENT PAYMENTS.**

22 **5.1. Civil Penalty:** Within thirty (30) days of the Effective Date, Defendant shall pay
23 \$10,000 in the form of a check made payable to *As You Sow*, as a civil penalty pursuant to
24 Health and Safety Code section 25249.7(b). *As You Sow* shall remit seventy-five percent (75%)
25 of this amount to the State of California pursuant to Health and Safety Code section
26 25249.12(b).

27 **5.2. Additional Settlement Payment:** Within thirty (30) days of the Effective Date,
28 Defendant shall pay \$7,500 in the form of a check made payable to *As You Sow* as a payment in

1 lieu of additional civil penalties, with this amount to be used by *As You Sow* for grants to
2 California 501(c)(3) non-profit organizations and by the *As You Sow* Environmental
3 Enforcement Fund. These funds shall be used to educate and/or reduce or remediate consumer
4 exposures to lead in California, particularly in consumer products, and to promote enforcement
5 of warnings about, or reductions of lead in, food products sold in California. In deciding among
6 grant proposals that contain the above required nexus, the *As You Sow* Board of Directors
7 ("Board") also takes into consideration a number of important factors, including: (1) the
8 likelihood of lead reduction, prevention, remediation, or educational benefits to California
9 citizens from the proposal; (2) the budget requirements of the proposed grantee and the
10 alternate funding sources available to it for its project; and, (3) the Board's assessment of the
11 proposed grantee's ability to perform the funded activities. *As You Sow* shall ensure that all
12 funds will be disbursed and used in accordance with this paragraph, as well as *As You Sow's*
13 mission statement, articles of incorporation, bylaws, and applicable state and federal laws and
14 regulations. *As You Sow* shall obtain reports from grantees and maintain adequate records to
15 document that the funds are spent on the activities described in this paragraph, and shall
16 provide to the Attorney General, within thirty days of any request, copies of all documentation
17 demonstrating how such funds have been spent.

18 5.2.1. The *As You Sow* Enforcement Fund works to ensure that consumers are receiving the
19 warnings required by law when products they purchase contain listed chemicals. These
20 warnings help consumers make informed decisions about the products they bring into their
21 homes and their families. The Enforcement fund supports research into and investigation of
22 products sold into California, research on toxic chemicals and their health impacts, testing of
23 products likely to contain listed chemicals, consumer education about listed chemicals, legal
24 enforcement actions, and work with companies to reformulate their products to end or
25 significantly reduce consumer exposure to listed chemicals where feasible.

26 5.2.2. No Party to this Consent Judgment, or independent counsel of record, or spouse or
27 dependent children thereof, has an economic interest in any individual or entity, besides itself
28 that will receive all or part of an Additional Settlement Payment. As a party receiving ASP

1 funds, *As You Sow*'s in-house counsel may receive some portion of the ASP funds through their
2 fixed salaries, which are not dependent on receipt of ASP funds.

3 5.3. Within thirty (30) days of the Effective Date, Defendant shall pay \$32,500 in the
4 form of a check made payable to *As You Sow*, as reimbursement for Plaintiff's attorneys' fees,
5 investigation costs, and other reasonable litigation costs and expenses.

6 **6. PRODUCT TESTING AND REFORMULATION.**

7 6.1. The provisions of this section apply only in the event Defendant reformulates
8 any of the Covered Products ("Reformulated Covered Product") to reduce consumer exposure
9 to less than 0.5 micrograms of lead per Serving and seeks to remove the Warning Statement
10 required under Paragraph 4.2. If Defendant provides a warning on a Covered Product, no
11 testing is required for such product and the paragraphs of Paragraph 6 are not applicable.

12 6.2. In the event Defendant reformulates any of the Covered Products by the
13 Compliance Date and/or relies on product testing to substantiate that the Warning Statement is
14 not required, as set forth in Paragraph 6.1, after the Compliance Date, testing for lead content
15 shall be conducted on at least three (3) samples of the Covered Product (in the form intended
16 for sale to the end-user) from two (2) different lots (or from the maximum number of lots
17 available for testing if there are fewer than two (2) lots available). Testing for lead content
18 shall be conducted using EPA Methods 6020, 6020a, AOAC 993.14, AOAC 2015.01, or an
19 equivalent methodology intended to quantify heavy metal content in foods that is accredited by
20 a national or international testing body, via inductively coupled plasma mass spectrometry
21 ("ICP-MS"). The sample preparation method must use a microwave- or heat-assisted acid
22 digestion method for the above methods and if appropriate for any other agreed on
23 methodology.

24 As of the Compliance Date, Defendant shall not produce any Covered Product for sale
25 in California unless they are Reformulated Covered Products pursuant to Section 6.1 above, or
26 unless Defendant provides the Warning Statement as specified in Paragraph 4.2, in compliance
27 with Paragraphs 4.3-4.7. Any dispute as to whether a Reformulated Covered Product complies
28 with Section 6 shall be subject to the provisions of Section 8 of this Agreement.

1 **7. MODIFICATION.**

2 7.1. This Consent Judgment may be modified by written agreement and stipulation
3 of the Parties. If either Party seeks to modify the Consent Judgment, it shall provide written
4 notice to the other Party of the modification sought. The parties shall meet and confer within
5 thirty (30) days of receipt of such meet and confer notice. Neither Party shall unreasonably
6 withhold agreement to any modification requested by the other Party that is based on an
7 amendment to the Act or its supporting regulations or a change in the law. If despite their meet-
8 and-confer efforts, the Parties are unable to reach agreement on a stipulated modification, either
9 Party may file a noticed motion for modification with the Court for good cause shown,
10 provided a copy of the motion is also served on the other Party and the Office of the California
11 Attorney General.

12 7.2. If the parties reach agreement as to modification of the Consent Judgment, such
13 stipulation shall be reported to the Office of the California Attorney General at least twenty-one
14 (21) days in advance of its submission to the Court for approval.

15 **8. DISPUTE RESOLUTION AND ENFORCEMENT.**

16 8.1. Only Plaintiff may attempt to enforce this Consent Judgment. If Plaintiff alleges
17 that Defendant has failed to meet an obligation set forth in this Consent Judgment, Plaintiff
18 shall inform Defendant in a reasonably prompt manner. As long as Defendant cures such
19 alleged violations within thirty (30) days of receipt of the written notice, then there shall be
20 deemed no material violation. For alleged violations that are not cured within thirty days,
21 Plaintiff shall have the right to bring an enforcement motion under this Consent Judgment.

22 8.2. A party who prevails in a contested enforcement motion arising with respect to
23 any of the provisions of this Consent Judgment is entitled to seek recovery of its reasonable
24 attorneys' fees and costs incurred in any such motion or proceeding pursuant to California
25 Code of Civil Procedure, including but not limited to § 1021.5, unless the unsuccessful party
26 has acted with substantial justification. For purposes of this Consent Judgment, the term
27 substantial justification shall carry the same meaning as used in the Civil Discovery Act of
28 1986, Code of Civil Procedure. Notwithstanding any language to the contrary in Section 6, or

1 otherwise herein, a Party may disclose test results received from the other Party in a court filing
2 in support of any motion to enforce this Consent Judgment provided that an opportunity to
3 make a motion for leave to seal such data has been provided to the other Party.

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

5 9.1 This Consent Judgment is a full, final, and binding resolution between *As You*
6 *Sow*, on behalf of itself and in the public interest, as well as its parents, subsidiaries, officers,
7 directors, employees, agents, insurers, representatives, successors, and assigns ("*As You Sow*
8 *Releasees*") and Defendant and its respective officers, directors, shareholders, employees,
9 agents, parent companies, and divisions, and the predecessors, successors, and assigns of any of
10 them (collectively, "*Frontier Releasees*"). No upstream grower to Defendant is protected by or
11 a party to this agreement except as to the Covered Products released herein.

12 9.2. Plaintiff hereby fully releases and discharges Frontier's Releasees and
13 Defendant's suppliers, and all entities to which Defendant directly or indirectly distributes or
14 sells Covered Products, including but not limited to distributors, wholesalers, customers,
15 retailers, franchisees, licensors, and licensees ("*Additional Defendant Releasees*") from any and
16 all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees
17 (including fees of attorneys, experts, and others), costs, and expenses asserted, or that could
18 have been asserted, as to any alleged violation of the Act or its implementing regulations
19 arising from the failure to provide lead warnings required by the Act on Covered Products
20 produced prior to the Effective Date.

21 9.3. Defendant hereby releases *As You Sow* from, and waives any claims against *As*
22 *You Sow* and *As You Sow's* Releasees for injunctive relief or damages, penalties, fines,
23 sanctions, mitigation, fees (including fees of attorneys, experts and others), costs, expenses, or
24 any other sums or causes incurred or claimed, or which could have been claimed, for matters
25 related to the Notice of Violation or Complaint.

26 Compliance with the terms of this Consent Judgment by Defendant shall
27 constitute compliance with the Act by Defendant, the Frontier Releasees and its Additional
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1 Defendant Releasees with respect to any alleged failure to warn about lead in Covered Products
2 after the Effective Date.

3 **10. GOVERNING LAW AND CONSTRUCTION.**

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

6 **11. COURT APPROVAL.**

7 11.1. Unless otherwise stipulated by the Parties, if the Court fails to approve and order
8 entry of the Consent Judgment without any alteration, deletion or amendment, this Consent
9 Judgment shall become null and void upon the election of either Party, and shall not be
10 introduced into evidence or otherwise used in any proceeding for any purpose.

11 11.2. Defendant agrees not to oppose Court approval of this Consent Judgment.

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

13 This Consent Judgment shall apply to and be binding upon As You Sow and Frontier
14 and their respective officers, directors, and shareholders and the predecessors, successors or
15 assigns of each of them.

16 **13. ENTIRE AGREEMENT.**

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

20 **14. DURATION OF CONSENT JUDGMENT.**

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

24 **15. ATTORNEYS' FEES.**

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

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

1 16.1. Plaintiff shall comply with the reporting requirements referred to in Health and
2 Safety Code section 25249.7(f) (and established in Title 11 of the California Code of
3 Regulations sections 3000-3008), and shall move for approval of this Consent Judgment
4 pursuant to the terms thereof.

5 16.2. The Parties shall use their best efforts to support entry of this Consent Judgment.
6 If the California Attorney General objects to any term in this Consent Judgment, the Parties
7 shall use their best efforts to resolve the concern in a timely manner, and if possible, prior to the
8 hearing on the motion to approve this Consent Judgment.

9 **17. PROVISION OF NOTICE.**

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

12 **Plaintiff As You Sow**

13 Danielle Fugere As You Sow
14 Main Post Office
15 P.O. Box 751
16 Berkeley, CA 94701
17 Tel.: (510) 735-8158

18 **Defendant Frontier Cooperative**

19 Will Wagner
20 Arnold & Porter
21 Three Embarcadero Center | 10th Floor
22 San Francisco, CA 94111-4024
23 Telephone: (415) 471-3110
24 Attorney for Defendant Frontier Cooperative

25 **18. EXECUTION AND COUNTERPARTS.**

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

19 **19. DRAFTING.**

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

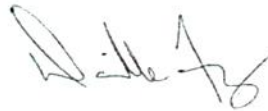
7 **20. AUTHORIZATION.**

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

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

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15 Dated: Sept. 25, 202~~2~~3

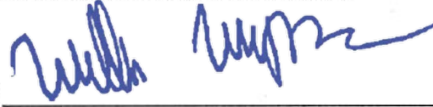
AS YOU SOW

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18 By _____
19 DANIELLE R. FUGERE
20 Attorney for Plaintiff
21 AS YOU SOW

22 Dated: 9/29/23, ~~2023~~

FRONTIER COOPERATIVE

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25 By _____
26 WILLIS WAGNER
27 Arnold & Porter
28 Attorneys for Defendant
FRONTIER COOPERATIVE


SO AGREED:

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Dated: 9/11, 2023

AS YOU SOW

By: 
Name: Andrew Behar
Title: CEO

Dated: 9/30, ²⁰²³~~2022~~


FRONTIER COOPERATIVE

By: 
Name: RAVIN DONALD
Title: EVP OF OPERATIONS