

1 DANIELLE R. FUGERE (State Bar No. 1z60873)

2 AS YOU SOW

3 Main Post Office

4 P.O. Box 751

5 Berkeley, CA 94701

6 Telephone: (510) 735-8158

7 Email: [DFugere@asyousow.org](mailto:DFugere@asyousow.org)

8 Attorney for Plaintiff

9 AS YOU SOW

10 WILLIS WAGNER (State Bar No. 310900)

11 ARNOLD & PORTER

12 Three Embarcadero Center | 10<sup>th</sup> Floor

13 San Francisco, CA 94111

14 Telephone (415) 471-3110

15 Email: [Will.Wagner@arnoldporter.com](mailto:Will.Wagner@arnoldporter.com)

16 Attorneys for Defendant

17 FRONTIER COOPERATIVE

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 FOR THE COUNTY OF ALAMEDA

20 AS YOU SOW,

21 Plaintiff,

22 v.

23 FRONTIER COOPERATIVE,

24 Defendant.

CASE NO. 22CV017226

**[PROPOSED] AMENDED STIPULATED  
CONSENT JUDGMENT**

Unlimited Civil Case

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” (4 grams). 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  
harm. For more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

25  
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. Any agreed  
23 upon modifications shall be made pursuant to paragraph 7 below.

24  
25       4.4.    **Internet Sales; Online Marketplace.** Beginning no later than the Effective  
26 Date, Defendant shall, for all Covered Products sold to customers located in California via the  
27 Amazon Website or any other internet marketplace or retail platform, provide the Warning  
28 Statement in Paragraph 4.2, directly on the initial product display page or by hyperlink such

1 that the Warning Statement is visible on the initial product display screen without scrolling on a  
2 full screen monitor or by providing the warning otherwise prior to purchase.

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

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

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

18       4.7.     **Other Sales:** Should Defendant become aware of any Retailer or retail Seller  
19 selling the Covered Products through in-store retail outlets, mail catalogues, and/or the internet  
20 without a Warning Statement compliant with Section 4.2, and 4.4.3 if applicable, Defendant  
21 shall, in writing, require that the seller comply with all applicable requirements of this Section  
22 4 within sixty (60) days of receiving notice.

## 23   5.   **SETTLEMENT PAYMENTS.**

24       5.1.     **Civil Penalty:** Within thirty (30) days of the Effective Date, Defendant shall pay  
25 \$10,000 in the form of a check made payable to *As You Sow*, as a civil penalty pursuant to  
26 Health and Safety Code section 25249.7(b). *As You Sow* shall remit seventy-five percent (75%)  
27 of this amount to the State of California pursuant to Health and Safety Code section  
28 25249.12(b).

1           **5.2. Additional Settlement Payment:** Within thirty (30) days of the Effective Date,  
2 Defendant shall pay \$7,500 in the form of a check made payable to *As You Sow* as a payment in  
3 lieu of additional civil penalties, with this amount to be used by *As You Sow* for grants to  
4 California 501(c)(3) non-profit organizations and by the *As You Sow* Environmental  
5 Enforcement Fund. These funds shall be used to educate and/or reduce or remediate consumer  
6 exposures to lead in California, particularly in consumer products, and to promote enforcement  
7 of warnings about, or reductions of lead in, food products sold in California. In deciding among  
8 grant proposals that contain the above required nexus, the *As You Sow* Board of Directors  
9 (“Board”) also takes into consideration a number of important factors, including: (1) the  
10 likelihood of lead reduction, prevention, remediation, or educational benefits to California  
11 citizens from the proposal; (2) the budget requirements of the proposed grantee and the  
12 alternate funding sources available to it for its project; and, (3) the Board’s assessment of the  
13 proposed grantee’s ability to perform the funded activities. *As You Sow* shall ensure that all  
14 funds will be disbursed and used in accordance with this paragraph, as well as *As You Sow*’s  
15 mission statement, articles of incorporation, bylaws, and applicable state and federal laws and  
16 regulations. *As You Sow* shall obtain reports from grantees and maintain adequate records to  
17 document that the funds are spent on the activities described in this paragraph, and shall  
18 provide to the Attorney General, within thirty days of any request, copies of all documentation  
19 demonstrating how such funds have been spent.

20           **5.2.1.** The *As You Sow* Enforcement Fund works to ensure that consumers are  
21 receiving the warnings required by law when products they purchase contain listed chemicals.  
22 These warnings help consumers make informed decisions about the products they bring into  
23 their homes and their families. The Enforcement fund supports research into and investigation  
24 of products sold into California, research on toxic chemicals and their health impacts, testing of  
25 products likely to contain listed chemicals, consumer education about listed chemicals, legal  
26 enforcement actions, and work with companies to reformulate their products to end or  
27 significantly reduce consumer exposure to listed chemicals where feasible.  
28

1           5.2.2. No Party to this Consent Judgment, or independent counsel of record, or spouse  
2 or dependent children thereof, has an economic interest in any individual or entity, besides  
3 itself that will receive all or part of an Additional Settlement Payment. As a party receiving  
4 ASP funds, *As You Sow*'s in-house counsel may receive some portion of the ASP funds through  
5 their fixed salaries, which are not dependent on receipt of ASP funds.

6           5.3. Within thirty (30) days of the Effective Date, Defendant shall pay \$32,500 in the  
7 form of a check made payable to *As You Sow*, as reimbursement for Plaintiff's attorneys' fees,  
8 investigation costs, and other reasonable litigation costs and expenses.

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

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

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

27          As of the Compliance Date, Defendant shall not produce any Covered Product for sale  
28 in California unless they are Reformulated Covered Products pursuant to Section 6.1 above, or



1 unless Defendant provides the Warning Statement as specified in Paragraph 4.2, in compliance  
2 with Paragraphs 4.3-4.7. Any dispute as to whether a Reformulated Covered Product complies  
3 with Section 6 shall be subject to the provisions of Section 8 of this Agreement.

4 **7. MODIFICATION.**

5 7.1. This Consent Judgment may be modified by written agreement and stipulation  
6 of the Parties, with 45 days notice to the Attorney General and by written approval of the  
7 Court. If either Party seeks to modify the Consent Judgment, it shall provide written notice to  
8 the other Party of the modification sought. The parties shall meet and confer within thirty (30)  
9 days of receipt of such meet and confer notice. Neither Party shall unreasonably withhold  
10 agreement to any modification requested by the other Party that is based on an amendment to  
11 the Act or its supporting regulations or a change in the law. If despite their meet-and-confer  
12 efforts, the Parties are unable to reach agreement on a stipulated modification, either Party may  
13 file a noticed motion for modification with the Court for good cause shown, provided a copy of  
14 the motion is also served on the other Party and the Office of the California Attorney General.

15 7.2. If the parties reach agreement as to modification of the Consent Judgment, such  
16 stipulation shall be reported to the Office of the California Attorney General at least twenty-one  
17 (21) days in advance of its submission to the Court for approval.

18 **8. DISPUTE RESOLUTION AND ENFORCEMENT.**

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

25 8.2. A party who prevails in a contested enforcement motion arising with respect to  
26 any of the provisions of this Consent Judgment is entitled to seek recovery of its reasonable  
27 attorneys' fees and costs incurred in any such motion or proceeding pursuant to California  
28 Code of Civil Procedure, including but not limited to § 1021.5, unless the unsuccessful party

1 has acted with substantial justification. For purposes of this Consent Judgment, the term  
2 substantial justification shall carry the same meaning as used in the Civil Discovery Act of  
3 1986, Code of Civil Procedure. Notwithstanding any language to the contrary in Section 6, or  
4 otherwise herein, a Party may disclose test results received from the other Party in a court filing  
5 in support of any motion to enforce this Consent Judgment provided that an opportunity to  
6 make a motion for leave to seal such data has been provided to the other Party.

7 **9. CLAIMS COVERED AND RELEASE.**

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

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

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

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

5 **10. GOVERNING LAW AND CONSTRUCTION.**

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

8 **11. COURT APPROVAL.**

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

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

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

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

18 **13. ENTIRE AGREEMENT.**

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

22 **14. DURATION OF CONSENT JUDGMENT.**

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

26 **15. ATTORNEYS' FEES.**

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

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

5 16.1. Plaintiff shall comply with the reporting requirements referred to in Health and  
6 Safety Code section 25249.7(f) (and established in Title 11 of the California Code of  
7 Regulations sections 3000-3008), and shall move for approval of this Consent Judgment  
8 pursuant to the terms thereof.

9 16.2. The Parties shall use their best efforts to support entry of this Consent Judgment.  
10 If the California Attorney General objects to any term in this Consent Judgment, the Parties  
11 shall use their best efforts to resolve the concern in a timely manner, and if possible, prior to the  
12 hearing on the motion to approve this Consent Judgment.

13 **17. PROVISION OF NOTICE.**

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

16 **Plaintiff As You Sow**

17 Danielle FugereAs You Sow  
18 Main Post Office  
19 P.O Box 751  
Berkeley, CA 94701  
Tel.: (510) 735-8158

20 **Defendant Frontier Cooperative**

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

24  
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

1 constitute one document.

2 **19. DRAFTING.**

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

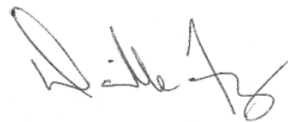
11 **20. AUTHORIZATION.**

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

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

18  
19 Dated: November 7, 2023

**AS YOU SOW**

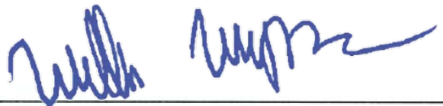
20  
21 

22 By \_\_\_\_\_  
23 DANIELLE R. FUGERE  
24 Attorney for Plaintiff  
25 AS YOU SOW  
26  
27  
28

1 Dated: 10/31, 2022

**FRONTIER COOPERATIVE**

2  
3 By

  
\_\_\_\_\_  
WILLIS WAGNER  
Arnold & Porter  
Attorneys for Defendant  
FRONTIER COOPERATIVE

6 **SO AGREED:**

8 Dated: 9/11, 2023

**AS YOU SOW**

10 By:

11 Name:  Andrew Behar

12 Title: CEO

13 Dated: 10/31/<sup>8D</sup><sub>2023</sub>, 2022

**FRONTIER COOPERATIVE**

14 By:

15 Name:  RAVIN DONALD

16 Title: EVP OF OPERATIONS