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Attorneys for Plaintiff  
CENTER FOR ENVIRONMENTAL HEALTH

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

CENTER FOR ENVIRONMENTAL HEALTH, )  
 )  
 ) Plaintiff, )  
 )  
 ) v. )  
 )  
 ) BARREL O’FUN SNACK FOODS CO., LLC, *et* )  
 ) *al.*; and DOES 2 through 700, inclusive, )  
 )  
 ) Defendants. )

**FILED BY FAX**  
ALAMEDA COUNTY  
July 24, 2020  
CLERK OF  
THE SUPERIOR COURT  
By Lanette Buffin, Deputy  
CASE NUMBER:  
**RG17881932**

Case No. RG 17-881932  
**SECOND AMENDED COMPLAINT  
FOR INJUNCTIVE RELIEF AND  
CIVIL PENALTIES**  
Health & Safety Code § 25249.6, *et seq.*  
(Other)

1 Plaintiff Center for Environmental Health, in the public interest, based on  
2 information and belief and investigation of counsel, except for information based on knowledge,  
3 hereby makes the following allegations:

#### 4 **INTRODUCTION**

5 1. This Complaint seeks to remedy Defendants' continuing failure to warn  
6 individuals in California that they are being exposed to acrylamide, a chemical known to the State  
7 of California to cause cancer. Such exposures have occurred, and continue to occur, through the  
8 manufacture, distribution, sale, and consumption of three types of food products: (i) ginger snap  
9 cookies (the "Ginger Snap Products"); (ii) the Betty Crocker Molasses Cookie Mix (the  
10 "Molasses Cookie Mix Products"); and (iii) animal cookies (the "Animal Cookies Products").  
11 Ginger Snap Products, Molasses Cookie Mix Products, and Animal Cookies Products are  
12 collectively referred to herein as "Products." Consumers, including children, are exposed to  
13 acrylamide when they eat the Products.

14 2. Under California's Proposition 65, Health & Safety Code § 25249.5, *et seq.*, it is  
15 unlawful for businesses to knowingly and intentionally expose individuals in California to  
16 chemicals known to the State to cause cancer, birth defects, or other reproductive harm without  
17 providing clear and reasonable warnings to individuals prior to their exposure. Defendants sell  
18 the Products into the California marketplace knowing that consumers of the Products, including  
19 children, will be exposed to significant quantities of acrylamide.

20 3. Despite the fact that Defendants expose consumers to acrylamide, Defendants  
21 provide no warnings whatsoever about the carcinogenic hazards associated with acrylamide  
22 exposure. Defendants' conduct thus violates the warning provision of Proposition 65. Health &  
23 Safety Code § 25249.6.

#### 24 **PARTIES**

25 4. Plaintiff CENTER FOR ENVIRONMENTAL HEALTH ("CEH") is a non-profit  
26 corporation dedicated to protecting the public from environmental health hazards and toxic  
27 exposures. CEH is based in Oakland, California and incorporated under the laws of the State of  
28 California. CEH is a "person" within the meaning of Health & Safety Code § 25249.11(a) and

1 brings this enforcement action in the public interest pursuant to Health & Safety Code §  
2 25249.7(d). CEH is a nationally recognized non-profit environmental advocacy group that has  
3 prosecuted a large number of Proposition 65 cases in the public interest. These cases have  
4 resulted in significant public benefit, including the reformulation of thousands of products to  
5 remove toxic chemicals and to make them safer. CEH also provides information to Californians  
6 about the health risks associated with exposure to hazardous substances, where manufacturers and  
7 other responsible parties fail to do so.

8         5. Defendant DEWEY'S BAKERY, INC. is a person in the course of doing business  
9 within the meaning of Health & Safety Code § 25249.11. Defendant DEWEY'S BAKERY, INC.  
10 manufactures, distributes, and/or sells Ginger Snaps Products for sale and consumption in  
11 California.

12         6. Defendant GENERAL MILLS, INC. is a person in the course of doing business  
13 within the meaning of Health & Safety Code § 25249.11. Defendant GENERAL MILLS, INC.  
14 manufactures, distributes, and/or sells Molasses Cookie Mix Products and Animal Cookies  
15 Products for sale and consumption in California. CEH's claims against Defendant GENERAL  
16 MILLS, INC. in this action as to Animal Cookies Products are limited to those sold under the  
17 "Annie's Homegrown Organic" brand.

18         7. Defendant ANNIE'S, INC. is a person in the course of doing business within the  
19 meaning of Health & Safety Code § 25249.11. Defendant ANNIE'S, INC. manufactures,  
20 distributes, and/or sells Animal Cookies Products for sale and consumption in California. CEH's  
21 claims against Defendant ANNIE'S, INC. in this action are limited to Animal Cookies Products  
22 sold under the "Annie's Homegrown Organic" brand.

23         8. Defendant ANNIE'S HOMEGROWN, INC. is a person in the course of doing  
24 business within the meaning of Health & Safety Code § 25249.11. Defendant ANNIE'S  
25 HOMEGROWN, INC. manufactures, distributes, and/or sells Animal Cookies Products for sale  
26 and consumption in California. CEH's claims against Defendant ANNIE'S HOMEGROWN,  
27 INC. in this action are limited to Animal Cookies Products sold under the "Annie's Homegrown  
28 Organic" brand.

1           9. Defendant LUCKY VITAMIN, LLC is a person in the course of doing business  
2 within the meaning of Health & Safety Code § 25249.11. Defendant LUCKY VITAMIN, LLC  
3 manufactures, distributes, and/or sells Animal Cookies Products for sale and consumption in  
4 California. CEH's claims against Defendant LUCKY VITAMIN, LLC in this action are limited  
5 to Animal Cookies Products sold under the "Annie's Homegrown Organic" brand.

6           10. Defendant JET.COM, INC. is a person in the course of doing business within the  
7 meaning of Health & Safety Code § 25249.11. Defendant JET.COM, INC. manufactures,  
8 distributes, and/or sells Ginger Snaps Products for sale and consumption in California. CEH's  
9 allegations and claims against Defendant JET.COM, INC. in this action are limited to Ginger  
10 Snaps Products sold by Defendant DEWEY'S BAKERY, INC.

11           11. Defendant WAL-MART.COM USA LLC is a person in the course of doing  
12 business within the meaning of Health & Safety Code § 25249.11. Defendant WAL-  
13 MART.COM USA LLC manufactures, distributes, and/or sells Molasses Cookie Mix Products  
14 for sale and consumption in California.

15           12. Defendant D.F. STAUFFER BISCUIT CO. INC. is a person in the course of doing  
16 business within the meaning of Health & Safety Code § 25249.11. Defendant D.F. STAUFFER  
17 BISCUIT CO. INC. manufactures, distributes, and/or sells Animal Cookies Products for sale and  
18 consumption in California.

19           13. DOES 2 through 100 are each a person in the course of doing business within the  
20 meaning of Health & Safety Code § 25249.11. DOES 2 through 100 manufacture, distribute,  
21 and/or sell Ginger Snaps Products for sale and consumption in California. Defendants  
22 DEWEY'S BAKERY, INC.; JET.COM, INC.; and DOES 2 through 100 are collectively referred  
23 to herein as "Ginger Snaps Products Defendants."

24           14. DOES 101 through 200 are each a person in the course of doing business within  
25 the meaning of Health & Safety Code § 25249.11. DOES 101 through 200 manufacture,  
26 distribute, and/or sell Molasses Cookie Mix Products for sale and consumption in California.  
27 Defendants GENERAL MILLS, INC.; WAL-MART.COM USA LLC; and DOES 101 through  
28 200 are collectively referred to herein as "Molasses Cookie Mix Products Defendants."

1           15.     DOES 201 through 300 are each a person in the course of doing business within  
2 the meaning of Health & Safety Code § 25249.11. DOES 201 through 300 manufacture,  
3 distribute, and/or sell Animal Cookies Products for sale and consumption in California.  
4 Defendants GENERAL MILLS, INC.; ANNIE'S, INC.; ANNIE'S HOMEGROWN, INC.;  
5 LUCKY VITAMIN, LLC; D.F. STAUFFER BISCUIT CO. INC.; and DOES 201 through 300  
6 are collectively referred to herein as "Animal Cookies Products Defendants."

7           16.     DOES 301 through 400 are each a person in the course of doing business within  
8 the meaning of Health & Safety Code § 25249.11. DOES 301 through 400 manufacture,  
9 distribute, and/or sell both Ginger Snaps Products and Molasses Cookie Mix Products for sale  
10 and consumption in California. DOES 301 through 400 are collectively referred to herein as both  
11 "Ginger Snaps Products Defendants" and "Molasses Cookie Mix Products Defendants."

12           17.     DOES 401 through 500 are each a person in the course of doing business within  
13 the meaning of Health & Safety Code § 25249.11. DOES 401 through 500 manufacture,  
14 distribute, and/or sell both Ginger Snaps Products and Animal Cookies Products for sale and  
15 consumption in California. DOES 401 through 500 are collectively referred to herein as both  
16 "Ginger Snaps Products Defendants" and "Animal Cookies Products Defendants."

17           18.     DOES 501 through 600 are each a person in the course of doing business within  
18 the meaning of Health & Safety Code § 25249.11. DOES 501 through 600 manufacture,  
19 distribute, and/or sell both Molasses Cookie Mix Products and Animal Cookies Products for sale  
20 and consumption in California. DOES 501 through 600 are collectively referred to herein as both  
21 "Molasses Cookie Mix Products Defendants" and "Animal Cookies Products Defendants."

22           19.     DOES 601 through 700 are each a person in the course of doing business within  
23 the meaning of Health & Safety Code § 25249.11. DOES 601 through 700 manufacture,  
24 distribute, and/or sell Ginger Snaps Products, Molasses Cookie Mix Products, and Animal  
25 Cookies Products for sale and consumption in California. DOES 601 through 700 are collectively  
26 referred to herein as "Ginger Snaps Products Defendants," "Molasses Cookie Mix Products  
27 Defendants," and "Animal Cookies Products Defendants."

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1 No person in the course of doing business shall knowingly and  
2 intentionally expose any individual to a chemical known to the state to  
3 cause cancer or reproductive toxicity without first giving clear and  
4 reasonable warning to such individual. . .

5 27. On January 1, 1990, the State of California officially listed acrylamide as a  
6 chemical known to cause cancer. On January 1, 1991, one year after it was listed as a chemical  
7 known to cause cancer, acrylamide became subject to the clear and reasonable warning  
8 requirement regarding carcinogens under Proposition 65. 27 California Code of Regulations  
9 (“C.C.R.”) § 27001(b); Health & Safety Code § 25249.10(b). Acrylamide’s listing as a known  
10 carcinogen is well supported by numerous scientific studies establishing a link between  
11 acrylamide exposure and cancer. *See generally* Beland, F., *et al.*, “Carcinogenicity of acrylamide  
12 in B6C3F1 mice and F344/N rats from a 2-year drinking water exposure,” *Food & Chemical*  
13 *Toxicology* (2013) Vol 51:149; World Health Organization International Agency for Research  
14 on Cancer, *IARC Monographs on the Evaluation of Carcinogenic Risks to Humans* (1994) Vol.  
15 60:389; Vogt, R., *et al.*, “Cancer and non-cancer health effects from food contaminant exposures  
16 for children and adults in California: a risk assessment,” *Environmental Health* (2012) Vol.  
17 11:83.

18 28. Acrylamide is found in cigarette smoke and is produced industrially for use in  
19 products such as plastics, grouts, water treatment products, and cosmetics. Acrylamide is also  
20 found in certain food products, including the Products at issue. Acrylamide is formed when the  
21 Products are cooked at high temperatures, either during the manufacturing process (for Ginger  
22 Snap Products and Animal Cookies Products) or by the consumer after purchase (for Molasses  
23 Cookie Mix Products). The problem of acrylamide in food products first came to light in 2002  
24 when researchers at the Swedish National Food Agency and Stockholm University reported  
25 finding acrylamide in a variety of fried and baked foods. Since then, numerous government  
26 reports and academic studies have confirmed the presence of high levels of acrylamide in certain  
27 foods, including the Products or similar foods. *See, e.g.*, U.S. Food and Drug Administration  
28 (“FDA”), “Survey Data on Acrylamide in Food: Individual Food Products,” publicly available  
online at <http://www.fda.gov/Food/FoodborneIllnessContaminants/ChemicalContaminants/>

1 [ucm053549.htm](#) (updated July 2006); FDA, "Survey Data on Acrylamide in Food: Total Diet  
2 Study Results," publicly available online at [http://www.fda.gov/Food/  
3 FoodborneIllnessContaminants/ChemicalContaminants/ucm053566.htm](http://www.fda.gov/Food/FoodborneIllnessContaminants/ChemicalContaminants/ucm053566.htm) (updated October 2006).

4 29. Defendants' Products contain sufficient quantities of acrylamide such that  
5 consumers who eat the Products are thereby exposed to acrylamide. The route of exposure for the  
6 violations is direct ingestion when consumers eat the Products. These exposures occur in homes,  
7 schools, workplaces, and everywhere else throughout California where the Products are  
8 consumed.

9 30. No clear and reasonable warning is provided with the Products regarding the  
10 carcinogenic hazards of acrylamide.

11 31. Any person acting in the public interest has standing to enforce violations of  
12 Proposition 65 provided that such person has supplied the requisite public enforcers with a valid  
13 60-Day Notice of Violation and such public enforcers are not diligently prosecuting the action  
14 within such time. Health & Safety Code § 25249.7(d).

15 32. More than sixty days prior to naming each Defendant in this lawsuit, CEH  
16 provided a 60-Day "Notice of Violation of Proposition 65" to the California Attorney General, to  
17 the District Attorneys of every county in California, to the City Attorneys of every California city  
18 with a population greater than 750,000, and to each of the named Defendants. In compliance with  
19 Health & Safety Code § 25249.7(d) and 27 C.C.R. § 25903(b), each Notice included the  
20 following information: (1) the name and address of each violator; (2) the statute violated; (3) the  
21 time period during which violations occurred; (4) specific descriptions of the violations, including  
22 (a) the routes of exposure to acrylamide from the Products, and (b) the specific type of Products  
23 sold and used in violation of Proposition 65; and (5) the name of the specific Proposition 65-listed  
24 chemical that is the subject of the violations described in each Notice.

25 33. CEH also sent a Certificate of Merit for each Notice to the California Attorney  
26 General, to the District Attorneys of every county in California, to the City Attorneys of every  
27 California city with a population greater than 750,000, and to each of the named Defendants. In  
28 compliance with Health & Safety Code § 25249.7(d) and 11 C.C.R. § 3101, each Certificate



1 certified that CEH's counsel: (1) has consulted with one or more persons with relevant and  
2 appropriate experience or expertise who reviewed facts, studies, or other data regarding the  
3 exposures to acrylamide alleged in each Notice; and (2) based on the information obtained  
4 through such consultations, believes that there is a reasonable and meritorious case for a citizen  
5 enforcement action based on the facts alleged in each Notice. In compliance with Health &  
6 Safety Code § 25249.7(d) and 11 C.C.R. § 3102, each Certificate served on the Attorney General  
7 included factual information – provided on a confidential basis – sufficient to establish the basis  
8 for the Certificate, including the identity of the person(s) consulted by CEH's counsel and the  
9 facts, studies, or other data reviewed by such persons.

10 34. None of the public prosecutors with the authority to prosecute violations of  
11 Proposition 65 has commenced and/or is diligently prosecuting a cause of action against  
12 Defendants under Health & Safety Code § 25249.5, *et seq.*, based on the claims asserted in each  
13 of CEH's Notices.

14 35. Defendants both know and intend that individuals will consume the Products, thus  
15 exposing them to acrylamide.

16 36. Under Proposition 65, an exposure is "knowing" where the party responsible for  
17 such exposure has:

18 knowledge of the fact that a[n] . . . exposure to a chemical listed pursuant  
19 to [Health & Safety Code § 25249.8(a)] is occurring. No knowledge that  
the . . . exposure is unlawful is required.

20 27 C.C.R. § 25102(n). This knowledge may be either actual or constructive. *See, e.g.*, Final  
21 Statement of Reasons Revised (November 4, 1988) (pursuant to former 22 C.C.R. Division 2,  
22 § 12601).

23 37. As companies that manufacture, import, distribute, and/or sell the Products for use  
24 in the California marketplace, Defendants know or should know that the Products contain  
25 acrylamide and that individuals who consume the Products will be exposed to acrylamide. The  
26 acrylamide exposures to consumers who eat the Products are a natural and foreseeable  
27 consequence of Defendants' placing the Products into the stream of commerce.

28

1 38. Defendants have also been informed of the acrylamide in their Products by the 60-  
2 Day Notice of Violation and accompanying Certificate of Merit served on them by CEH.

3 39. Defendants also have constructive knowledge that their Products contain  
4 acrylamide due to the widespread media coverage concerning the problem of acrylamide in food  
5 products in general, and due to published data confirming the presence of high levels of  
6 acrylamide in the Products or similar foods in particular.

7 40. Nevertheless, Defendants continue to expose consumers, including children, to  
8 acrylamide without prior clear and reasonable warnings regarding the carcinogenic hazards of  
9 acrylamide.

10 41. CEH has engaged in good-faith efforts to resolve the claims alleged herein prior to  
11 filing this Complaint.

12 42. Any person "violating or threatening to violate" Proposition 65 may be enjoined in  
13 any court of competent jurisdiction. Health & Safety Code § 25249.7. "Threaten to violate" is  
14 defined to mean "to create a condition in which there is a substantial probability that a violation  
15 will occur." Health & Safety Code § 25249.11(e). Proposition 65 provides for civil penalties not  
16 to exceed \$2,500 per day for each violation of Proposition 65.

17 **FIRST CAUSE OF ACTION**  
18 **(Violations of Health & Safety Code § 25249.6)**  
19 **(Against Ginger Snaps Products Defendants)**

20 43. CEH realleges and incorporates by reference as if specifically set forth herein  
21 Paragraphs 1 through 42, inclusive.

22 44. By placing the Ginger Snaps Products into the stream of commerce, Ginger Snaps  
23 Products Defendants are each a person in the course of doing business within the meaning of  
24 Health & Safety Code § 25249.11.

25 45. Acrylamide is a chemical listed by the State of California as known to cause  
26 cancer.

27 46. Each Ginger Snaps Products Defendant knows that average use of the Ginger  
28 Snaps Products will expose users of its Ginger Snaps Products to acrylamide. Each Ginger Snaps

1 Products Defendant intends that its Ginger Snaps Products be used in a manner that results in  
2 exposures to acrylamide from the Ginger Snaps Products.

3 47. Ginger Snaps Products Defendants have failed, and continue to fail, to provide  
4 clear and reasonable warnings regarding the carcinogenicity of acrylamide to users of the Ginger  
5 Snaps Products.

6 48. By committing the acts alleged above, Ginger Snaps Products Defendants have at  
7 all times relevant to this Complaint violated Proposition 65 by knowingly and intentionally  
8 exposing individuals to acrylamide without first giving clear and reasonable warnings to such  
9 individuals regarding the carcinogenicity of acrylamide.

10 Wherefore, CEH prays for judgment against Ginger Snaps Products Defendants, as  
11 set forth hereafter.

12 **SECOND CAUSE OF ACTION**  
13 **(Violations of Health & Safety Code § 25249.6)**  
14 **(Against Molasses Cookie Mix Products Defendants)**

15 49. CEH realleges and incorporates by reference as if specifically set forth herein  
16 Paragraphs 1 through 48, inclusive.

17 50. By placing the Molasses Cookie Mix Products into the stream of commerce,  
18 Molasses Cookie Mix Products Defendants are each a person in the course of doing business  
19 within the meaning of Health & Safety Code § 25249.11.

20 51. Acrylamide is a chemical listed by the State of California as known to cause  
21 cancer.

22 52. Each Molasses Cookie Mix Products Defendant knows that average use of the  
23 Molasses Cookie Mix Products will expose users of its Molasses Cookie Mix Products to  
24 acrylamide. Each Molasses Cookie Mix Products Defendant intends that its Molasses Cookie  
25 Mix Products be used in a manner that results in exposures to acrylamide from the Molasses  
26 Cookie Mix Products.  
27  
28

1 53. Molasses Cookie Mix Products Defendants have failed, and continue to fail, to  
2 provide clear and reasonable warnings regarding the carcinogenicity of acrylamide to users of the  
3 Molasses Cookie Mix Products.

4 54. By committing the acts alleged above, Molasses Cookie Mix Products Defendants  
5 have at all times relevant to this Complaint violated Proposition 65 by knowingly and  
6 intentionally exposing individuals to acrylamide without first giving clear and reasonable  
7 warnings to such individuals regarding the carcinogenicity of acrylamide.

8 Wherefore, CEH prays for judgment against Molasses Cookie Mix Products  
9 Defendants, as set forth hereafter.

10 **THIRD CAUSE OF ACTION**  
11 **(Violations of Health & Safety Code § 25249.6)**  
12 **(Against Animal Cookies Products Defendants)**

13 1. CEH realleges and incorporates by reference as if specifically set forth herein  
14 Paragraphs 1 through 54, inclusive.

15 2. By placing the Animal Cookies Products into the stream of commerce, Animal  
16 Cookies Products Defendants are each a person in the course of doing business within the  
17 meaning of Health & Safety Code § 25249.11.

18 3. Acrylamide is a chemical listed by the State of California as known to cause  
19 cancer.

20 4. Each Animal Cookies Products Defendant knows that average use of the Animal  
21 Cookies Products will expose users of its Animal Cookies Products to acrylamide. Each Animal  
22 Cookies Products Defendant intends that its Animal Cookies Products be used in a manner that  
23 results in exposures to acrylamide from the Animal Cookies Products.

24 5. Animal Cookies Products Defendants have failed, and continue to fail, to provide  
25 clear and reasonable warnings regarding the carcinogenicity of acrylamide to users of the Animal  
26 Cookies Products.

27 6. By committing the acts alleged above, Animal Cookies Products Defendants have  
28 at all times relevant to this Complaint violated Proposition 65 by knowingly and intentionally

1 exposing individuals to acrylamide without first giving clear and reasonable warnings to such  
2 individuals regarding the carcinogenicity of acrylamide.

3 Wherefore, CEH prays for judgment against Animal Cookies Products Defendants,  
4 as set forth hereafter.

5 **PRAYER FOR RELIEF**

6 Wherefore, CEH prays for judgment against Defendants as follows:

7 1. That the Court, pursuant to Health & Safety Code § 25249.7(a), preliminarily and  
8 permanently enjoin Defendants from offering Products for sale in California without providing  
9 prior clear and reasonable warnings, as CEH shall specify in further application to the Court;

10 2. That the Court, pursuant to Health & Safety Code § 25249.7(a), order Defendants  
11 to take action to stop ongoing unwarned exposures to acrylamide resulting from use of Products  
12 sold by Defendants, as CEH shall specify in further application to the Court;

13 3. That the Court, pursuant to Health & Safety Code § 25249.7(b), assess civil  
14 penalties against each of the Defendants in the amount of \$2,500 per day for each violation of  
15 Proposition 65 according to proof;

16 4. That the Court, pursuant to Code of Civil Procedure § 1021.5 or any other  
17 applicable theory, grant CEH its reasonable attorneys' fees and costs of suit; and

18 5. That the Court grant such other and further relief as may be just and proper.  
19

20 Dated: July 24, 2020

Respectfully submitted,

21 LEXINGTON LAW GROUP

22 

23 \_\_\_\_\_  
24 Joseph Mann  
25 Attorneys for Plaintiff  
26 CENTER FOR ENVIRONMENTAL HEALTH  
27  
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**PROOF OF SERVICE**

I, Alexis Pearson, declare:

I am a citizen of the United States and employed in the County of San Francisco, State of California. I am over the age of eighteen (18) years and not a party to this action. My business address is 503 Divisadero Street, San Francisco, CA 94117 and my email address is apearson@lexlawgroup.com

On July 24, 2020, I served the following document(s) on all interested parties in this action by placing a true copy thereof in the manner and at the addresses indicated below:

**SECOND AMENDED COMPLAINT**

**BY MAIL:** I am readily familiar with the firm’s practice for collecting and processing mail with the United States Postal Service (“USPS”). Under that practice, mail would be deposited with USPS that same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. On this date, I placed sealed envelopes containing the above mentioned documents for collection and mailing following my firm’s ordinary business practices.

**BY FACSIMILE:** I caused all pages of the document(s) listed above to be transmitted via facsimile to the fax number(s) as indicated and said transmission was reported as complete and without error.

**BY ELECTRONIC MAIL:** I transmitted a PDF version of the document(s) listed above via email to the email address(es) indicated on the attached service list [or noted above] before 5 p.m. on the date executed.

*Please see attached service list*

**BY PERSONAL DELIVERY:** I placed all pages of the document(s) listed above in a sealed envelope addressed to the party(ies) listed above, and caused such envelope to be delivered by hand to the addressee(s) as indicated.

**BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility regularly maintained by FedEx, or delivered such document(s) to a courier or driver authorized by FedEx, with delivery fees paid or provided for, and addressed to the person(s) being served.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 24, 2020 at San Francisco, California.



Alexis Pearson

**SERVICE LIST**

*CEH v. Barrel O'Fun Snack Foods Co., LLC, et al.*  
*Case No. RG 17-881932*

<b>ADDRESS</b>	<b>PARTY</b>
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*CEH v. Barrel O'Fun*  
Jet.com, Inc.  
Wal-Mart.com USA LLC