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9 Environmental Research Center

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11
12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

14 ENVIRONMENTAL RESEARCH
15 CENTER, a California non-profit
16 corporation,

17 Plaintiffs,

18 vs.

19 RAW INDULGENCE, LTD., and DOES
20 1-25, Inclusive,

21 Defendants.

22) **Case No.: 30-2014-00709007-CU-MC-CJC**

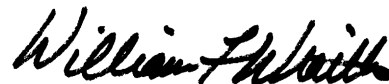
23) **NOTICE OF ENTRY OF JUDGMENT**

24 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

25 NOTICE IS HEREBY GIVEN that the Court has entered Judgment and approved the
26 settlement by Stipulated Consent Judgment in the above-entitled matter. A true and correct copy
27 of the Stipulated Consent Judgment and Order is attached hereto as Exhibit 1.

28 Dated: June 24, 2015

WRAITH LAW



By: _____

WILLIAM F. WRAITH
Attorney for Plaintiff

EXHIBIT 1

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUN 05 2015

ALAN CARLSON, Clerk of the Court

K. Blair
BY K. BLAIR

9 SUPERIOR COURT OF CALIFORNIA
10 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

11 ENVIRONMENTAL RESEARCH
12 CENTER, a California non-profit
13 corporation,

14 Plaintiffs,

15 vs.

16 RAW INDULGENCE, LTD., and DOES
17 ~~1-25, inclusive,~~

18 Defendants.

Case No.: 30-2014-00709007-CU-MC-CJC

[PROPOSED] JUDGMENT

21 Plaintiff, Environmental Research Center's Motion for Approval of Proposition 65
22 Settlement is granted. The court finds that the proposed settlement meets the criteria at Cal.
23 Health & Safety Code § 25249.7. Specifically, the court finds that:

- 24 (A) The warning that is required by the settlement complies with the Safe Drinking
- 25 Water & Toxic Enforcement Act of 1986
- 26 (B) The award of attorney's fees is reasonable under California law; and
- 27 (C) The penalty amount is reasonable based on the criteria set forth in paragraph (2)
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of subdivision (b) of Health & Safety Code § 25249.7.

IT IS HEREBY ADJUDGED AND DECREED AS FOLLOWS:

Based upon the Parties Stipulation, and good cause appearing, the Stipulated Consent Judgment, attached hereto as Exhibit "A", executed by the undersigned Judge of the Superior Court, ~~on page 18~~, is approved and Judgment is entered according to its terms.

COURT ORDERS DOES 1-25 DISMISSED.

Dated: 6-5-2015



Judge of the Superior Court

Randall J. Sherman

EXHIBIT

A

EXHIBIT "A"

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5 ENVIRONMENTAL RESEARCH CENTER

6 S. Wayne Rosenbaum SBN 182456
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7 225 Broadway, Suite 1900
San Diego, CA 92101
8 Phone: (619) 231-5858
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9 SWR@Envirolawyer.com

10 Attorney for Defendant
RAW INDULGENCE, LTD.

11 SUPERIOR COURT OF CALIFORNIA
12 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER
13

14 ENVIRONMENTAL RESEARCH
CENTER, a California non-profit
15 corporation,

16 Plaintiff,

17 v.

18 RAW INDULGENCE, LTD., and DOES
1-25, Inclusive,

19
20 Defendants.
21

CASE NO. 30-2014-00709007-CU-MC-CJC

STIPULATED CONSENT JUDGMENT;
[PROPOSED] ORDER

Health & Safety Code § 25249.5 et seq.

Action Filed: March 5, 2014
Trial Date: None set

22 **1. INTRODUCTION**

23 **1.1** On March 5, 2014, Plaintiff Environmental Research Center (“ERC”), a non-
24 profit corporation, as a private enforcer, and in the public interest, initiated this action by filing
25 a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the “Complaint”)
26 pursuant to the provisions of California Health and Safety Code section 25249.5 et seq.
27 (“Proposition 65”), against Raw Indulgence, LTD., and DOES 1-25 (collectively “Raw
28 Indulgence”).

1 **1.2** ERC filed its First Amended Complaint on August 12, 2014. ERC alleges that
2 the products listed below (“Covered Products”) manufactured, distributed or sold by Raw
3 Indulgence contain lead, a chemical listed under Proposition 65 as a carcinogen and
4 reproductive toxin, and that such products expose consumers at a level requiring a Proposition
5 65 warning.

- 6 a. Raw Indulgence LTD Raw Revolution Organic Live Food Bar Chocolate &
7 Coconut
- 8 b. Raw Indulgence LTD Raw Revolution Organic Live Food Bar Spirulina &
9 Cashew
- 10 c. Raw Indulgence LTD Raw Revolution Organic Greens Super Food Bar Lemon
11 Dew
- 12 d. Raw Indulgence LTD Raw Revolution Organic Greens Super Food Bar Apple
13 Cinnamon
- 14 e. Raw Indulgence Ltd. Raw Revolution Organic Live Food Bar Cherry Chocolate
15 Chunk
- 16 f. Raw Indulgence Ltd. Raw Revolution Organic Life Food Bar Heavenly Hazelnut
17 Chocolate
- 18 g. Raw Indulgence Ltd. Raw Revolution Organic Live Food Bar Chocolate Coconut
19 Bliss
- 20 h. Raw Indulgence Ltd. Raw Revolution Organic Food Bar Chocolate Raspberry
21 Truffle
- 22 i. Raw Indulgence Ltd. Raw Revolution Organic Live Food Bar Spirulina Dream
- 23 j. Raw Indulgence Ltd. Raw Revolution Organic Live Food Bar Golden Cashew.

24 **1.3** Raw Indulgence represents that the following bars are discontinued and are no
25 longer sold in the United States or elsewhere:

26 Raw Indulgence LTD Raw Revolution Organic Live Food Bar Chocolate &
27 Coconut

1 Raw Indulgence LTD Raw Revolution Organic Greens Super Food Bar Apple
2 Cinnamon

3 Raw Indulgence LTD Raw Revolution Organic Greens Super Food Bar Lemon
4 Dew

5 Raw Indulgence LTD Raw Revolution Organic Live Food Bar Spirulina &
6 Cashew.

7 1.4 ERC is a California non-profit corporation dedicated to, among other causes,
8 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
9 and toxic chemicals, facilitating a safe environment for consumers and employees, and
10 encouraging corporate responsibility.

11 1.5 Raw Indulgence is a New York Domestic Business Corporation. For the purposes
12 of this Consent Judgment, at all relevant times, Raw Indulgence employed ten or more persons
13 and is a “person in the course of doing business” within the meaning of Proposition 65.

14 1.6 ERC and Raw Indulgence are referred to hereinafter individually as a “Party” or
15 collectively as the “Parties.”

16 1.7 The First Amended Complaint is based on allegations contained in ERC’s
17 Notices of Violation, dated March 8, 2012 and December 13, 2013, that were served on the
18 California Attorney General, other public enforcers, and Raw Indulgence (“Notices”). True
19 and correct copies of the Notices are attached as Exhibit A and B respectively and are hereby
20 incorporated by reference. More than 60 days passed after the Notices were mailed and
21 uploaded onto the Attorney General’s website before filing the First Amended Complaint, and
22 no designated governmental entity has filed a complaint against Raw Indulgence with regard to
23 the Covered Products or the alleged violations.

24 1.8 ERC’s Notices and Complaint allege that use of the Covered Products exposes
25 persons in California to lead without first providing clear and reasonable warnings in violation
26 of California Health and Safety Code section 25249.6. Raw Indulgence denies all material
27 allegations contained in the Notices and Complaint.

28 1.9 The Parties have entered into this Consent Judgment in order to settle,

1 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.
2 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of
3 the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
4 lawyers, parent companies, subsidiaries, divisions, affiliates, franchises, licensees, customers,
5 suppliers, distributors, wholesalers, or retailers. Except for the representations made above,
6 nothing in this Consent Judgment shall be construed as an admission by the Parties of any fact,
7 issue of law, or violation of law, nor shall compliance with this Consent Judgment be construed
8 as an admission by the Parties of any fact, issue of law, or violation of law, at any time, for any
9 purpose.

10 **1.10** Except as expressly set forth herein, nothing in this Consent Judgment shall
11 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
12 other or future legal proceeding unrelated to these proceedings.

13 **1.11** The Effective Date of this Consent Judgment is the date on which it is entered as
14 a Judgment by this Court. The Compliance Date for purposes of injunctive relief shall be eight
15 (8) months from the Effective Date.

16 **2. JURISDICTION AND VENUE**

17 For purposes of this Consent Judgment and for any further court action that may become
18 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter
19 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction
20 over Raw Indulgence as to the acts alleged in the Complaint, that venue is proper in Orange
21 County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final
22 resolution of all claims up through and including the Effective Date which were or could have
23 been asserted in this action based on the facts alleged in the Notices and Complaint.

24 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

25 **3.1** Beginning on the Compliance Date, Raw Indulgence shall be permanently
26 enjoined from manufacturing for sale in the State of California, "Distributing into the State of
27 California", or directly selling in the State of California, any Covered Products which expose a
28 person to a daily dose of lead more than 0.5 micrograms per day (as calculated in accordance

1 with Sections 3.2 and 3.5) when the maximum suggested dose is taken as directed on the
2 Covered Product's label, unless such Covered Product complies with the warning requirements
3 under Section 3.3. For purposes of this Consent Judgment, "Maximum Suggested Dose" is one
4 bar per day unless otherwise stated on a Covered Product's label. A warning shall not be
5 required if Raw Indulgence elects to re-formulate a Covered Product resulting in a
6 Reformulated Covered Product as defined in Section 3.4 below.

7 As used in this Consent Judgment, the term "Distributing into the State of California"
8 shall mean to directly ship any of the Covered Products into California for sale in California or
9 to sell a Covered Product to a distributor when Raw Indulgence knows such distributor intends
10 to or will sell the Covered Product in California.

11 3.2 Calculation of Lead Levels

12 As used in this Consent Judgment, lead levels are calculated pursuant to the testing
13 protocol described in Section 3.5. For purposes of measuring lead, the result of one randomly
14 selected sample of the Covered Products will be controlling less the naturally occurring
15 allowances described in Section 3.5 below. However, if the one sample yields a test result that is
16 greater than the 0.50 ug/day threshold, then Raw Indulgence shall randomly select five (5) new
17 samples of the Covered Product, and the lead level will be calculated by taking the average
18 results of these fivesamples less the naturally occurring allowance described in Section 3.5
19 below.

20 3.3 Clear and Reasonable Warnings

21 For the Covered Products that are subject to the warning requirement of Section 3.1, Raw
22 Indulgence shall provide the following warning:

23 **WARNING: This product contains a chemical known to the State of California to**
24 **cause [cancer and] birth defects or other reproductive harm.**

25 Raw Indulgence shall use the phrase "cancer and" in the warning only if the maximum daily dose
26 recommended on the label contains more than 15 micrograms of lead as determined pursuant to
27 the quality control methodology set forth in Section 3.5.

28 The warning shall be prominently affixed to or printed upon the label of the Covered

1 Product so as to be clearly conspicuous, as compared with other statements or designs on the label,
2 and to render it likely to be read and understood by an ordinary purchaser or user of the Covered
3 Product. If the warning is displayed on the Covered Product's label, it shall be at least the same
4 size as the largest of any other health or safety warnings on the Covered Product and the word
5 "WARNING" shall be in all capital letters and in bold print. No other statements about
6 Proposition 65 or lead may accompany the warning.

7 For any Covered Products that are subject to the warning requirement of Section 3.1 and
8 sold via any and all websites owned or operated by Raw Indulgence, the warning shall appear on
9 all of the checkout pages on the websites for California consumers relating to any of the Covered
10 Products being sold. The website warning shall be conspicuous, as compared with other
11 statements or designs on the webpage, so as to render it likely to be read and understood by an
12 ordinary purchaser or user of the product.

13 **3.4 Calculation of Lead Levels; Reformulated Covered Products**

14 A Reformulated Covered Product is one for which the Maximum Suggested Dose on the
15 Covered Products' label contains no more than 0.5 micrograms of lead per day less the naturally
16 occurring allowances described in Section 3.5 below as determined by the quality control
17 methodology described in Section 3.5. For products that cause exposures in excess of 0.5
18 micrograms of lead per day even after reformulation, Raw Indulgence shall provide the warning
19 set forth in Section 3.3.

20 **3.5 Testing and Quality Control Methodology**

21 **3.5.1** For purposes of this Consent Judgment, daily lead exposure levels shall
22 be measured in micrograms and shall be calculated using the following formula: micrograms
23 of lead per gram of product, multiplied by grams of product per one serving of product,
24 multiplied by the Maximum Suggested Dose of the product per day, which equals micrograms
25 of lead exposure per day, less amounts of naturally occurring lead in the ingredients listed in
26 the table below in accordance with the Attorney General's Stipulation Modifying Consent
27 Judgments in *People v Warner Lambert, et al* San Fran. Sup. Ct. Case no 984503 as well the
28 Cocoa powder, allowances listed in the table below.

1 If at any time after the Compliance Date, ERC tests a Covered Product and the
 2 test results indicate that the daily exposure level is greater than 0.5 micrograms per gram, Raw
 3 Indulgence Agrees to Confidentially supply ERC with a list of ingredients, including the
 4 percentage of each ingredient ("Ingredient List"), of that particular Covered Product so that
 5 ERC may be able to calculate the daily exposure based on the allowances contained in the table
 6 below. If at any time Raw Indulgence refuses to provide said Ingredient List to ERC following
 7 a test result of greater than 0.5 micrograms per gram, then Raw Indulgence shall not receive the
 8 allowances for that particular Covered Product.

INGREDIENT	NATURALLY OCCURRING AMOUNT OF LEAD
Elemental Calcium	0.8 micrograms/gram
Ferrous Fumarate	0.4 micrograms/gram
Zinc Oxide	8.0 micrograms/gram
Magnesium Oxide	0.4 micrograms/gram
Magnesium Carbonate	0.332 micrograms/gram
Magnesium Hydroxide	0.4 micrograms/gram
Zinc Gluconate	0.8 micrograms/gram
Potassium Chloride	1.1 micrograms/gram
Cocoa-powder	1.0 micrograms/gram

20 In the event that a dispute arises with respect to compliance with the terms of
 21 this Consent Judgment as to any contribution from naturally occurring lead levels under the
 22 Section, the Parties shall employ good faith efforts to seek entry of a protective order that
 23 governs access to and disclosure of the Ingredient List provided. Should a dispute arise, this
 24 Section is subject to the meet and confer requirements and attorney's fees provisions set forth in
 25 Section 15 below.

26 **3.5.2** All testing pursuant to this Consent Judgment shall be performed using a
 27 laboratory method that complies with the performance and quality control factors appropriate
 28 for the method used, including limit of detection, qualification, accuracy, and precision that

1 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS)
2 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
3 method subsequently agreed upon in writing by the Parties.

4 **3.5.3** All testing pursuant to this Consent Judgment shall be performed by an
5 independent third-party laboratory certified by the California Environmental Laboratory
6 Accreditation Program or an independent third-party laboratory that is registered with the
7 United States Food & Drug Administration. Nothing in this Consent Judgment shall limit Raw
8 Indulgence's ability to conduct additional testing of the Covered Products, including the raw
9 materials used in their manufacture.

10 **3.5.4** Raw Indulgence shall arrange, for at least four consecutive years and at
11 least once per year, for the lead testing as described in Section 3.2 except that the testing
12 requirements of Section 3 do not apply to discontinued products unless they are reintroduced in
13 the California marketplace within 4 years from the Compliance Date of the Consent Judgment
14 nor do they apply to bars that are not sold in California. Each randomly selected sample shall
15 consist of randomly selected exemplars of the Covered Product in the form intended for sale to
16 the end-user to be distributed or sold to California. If tests conducted pursuant to this Section
17 demonstrate that no warning is required for a Covered Product during each of four (4)
18 consecutive years, then the testing requirements of this Section will no longer be required as to
19 that Covered Product. The testing requirements discussed in Section 3.5 are not applicable to
20 any Covered Product for which Raw Indulgence has provided the warning as specified in
21 Section 3.3.

22 **3.5.5** Beginning on the Effective Date and continuing for a period of four (4)
23 years thereafter, Raw Indulgence shall arrange for copies of all laboratory reports with results
24 of testing for lead content under Section 3.5 to be automatically sent by the testing laboratory
25 directly to ERC within ten working days after completion of that testing. These reports shall be
26 deemed and treated by ERC as confidential information under the terms of the confidentiality
27 agreement entered into by the Parties. Raw Indulgence shall retain all test results and
28 documentation for a period of five years from the date of each test.

1 **4. SETTLEMENT PAYMENT**

2 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
3 penalties, attorney's fees, and costs, Raw Indulgence shall make a total payment of \$64,000.00
4 ("Total Settlement Amount") in settlement payments to ERC on the following schedule: An
5 initial payment of \$6,000.00 shall be made to ERC within (10) days of the Effective Date
6 followed by nine (9) consecutive equal monthly payments in the amount of \$6,000.00 followed
7 by one (1) monthly payment in the amount of \$4,000.00 due and owing no later than the 15th of
8 each month. Raw Indulgence shall make this payment by wire transfer to ERC's escrow
9 account, for which ERC will give Raw Indulgence the necessary account information. Said
10 payment shall be for the following:

11 **4.2** As a portion of the Total Settlement Amount, \$16,000.00 shall be considered a
12 civil penalty pursuant to California Health and Safety Code §25249.7(b)(1). ERC shall remit
13 75% (\$12,000.00) of the civil penalty to the Office of Environmental Health Hazard
14 Assessment ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund
15 in accordance with California Health and Safety Code §25249.12(c). ERC will retain the
16 remaining 25% (\$4,000.00) of the civil penalty.

17 **4.3** \$2,027.77 shall be distributed to Environmental Research Center as
18 reimbursement to ERC for reasonable costs incurred in bringing this action; and \$8,622.07
19 shall be distributed to Environmental Research Center in lieu of further civil penalties, for the
20 day-to-day business activities such as (1) continued enforcement of Proposition 65, which
21 includes work, analyzing, researching and testing consumer products that may contain
22 Proposition 65 chemicals, focusing on the same or similar type of ingestible products that are
23 the subject matter of the current action; (2) the continued monitoring of past consent judgments
24 and settlements to ensure companies are in compliance with Proposition 65; and (3) giving a
25 donation of \$431.00 (which is part of the \$8,622.07) to the Environmental Working Group to
26 address reducing toxic chemical exposures in California.

27 **4.4** \$15,775.00 shall be distributed to William F. Wraith as reimbursement of ERC's
28 attorney's fees, while \$21,575.16 shall be distributed to ERC for its in-house legal fees.

1 **5. MODIFICATION OF CONSENT JUDGMENT**

2 **5.1** This Consent Judgment may be modified only (i) by a written stipulation of the
3 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent
4 judgment.

5 **5.2** If Raw Indulgence seeks to modify this Consent Judgment under Section 5.1,
6 then Raw Indulgence must provide written notice to ERC of its intent (“Notice of Intent”). If
7 ERC seeks to meet and confer regarding the proposed modification in the Notice of Intent, then
8 ERC must provide written notice to Raw Indulgence within thirty days of receiving the Notice
9 of Intent. If ERC notifies Raw Indulgence in a timely manner of ERC’s intent to meet and
10 confer, then the Parties shall meet and confer in good faith as required in this Section. The
11 Parties shall meet in person or via telephone within thirty (30) days of ERC’s notification of its
12 intent to meet and confer. Within thirty days of such meeting, if ERC disputes the proposed
13 modification, ERC shall provide to Raw Indulgence a written basis for its position. The Parties
14 shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any
15 remaining disputes. Should it become necessary, the Parties may agree in writing to different
16 deadlines for the meet-and-confer period.

17 **5.3** In the event that Raw Indulgence initiates or otherwise requests a modification
18 under Section 5.1, and the meet and confer process leads to a joint motion or application of the
19 Consent Judgment, Raw Indulgence shall reimburse ERC its costs and reasonable attorney’s
20 fees for the time spent in the meet-and-confer process and filing and arguing the motion or
21 application.

22 **5.4** Where the meet-and-confer process does not lead to a joint motion or
23 application in support of a modification of the Consent Judgment, then either Party may seek
24 judicial relief on its own. In such a situation, the prevailing party may seek to recover costs and
25 reasonable attorney’s fees. As used in the preceding sentence, the term “prevailing party”
26 means a party who is successful in obtaining relief more favorable to it than the relief that the
27 other party was amenable to providing during the Parties’ good faith attempt to resolve the
28 dispute that is the subject of the modification.

1 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
2 **JUDGMENT**

3 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate
4 this Consent Judgment.

5 **6.2** Only after it complies with Section 15 below may any Party, by motion or
6 application for an order to show cause filed with this Court, enforce the terms and conditions
7 contained in this Consent Judgment.

8 **6.3** If ERC alleges that any Covered Product fails to qualify as a Reformulated
9 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
10 inform Raw Indulgence in a reasonably prompt manner of its test results, including information
11 sufficient to permit Raw Indulgence to identify the Covered Products at issue. Raw Indulgence
12 shall, within thirty days following such notice, provide ERC with testing information, from an
13 independent third-party laboratory meeting the requirements of Sections 3.5.2 and 3.5.3,
14 demonstrating Defendant's compliance with the Consent Judgment, if warranted. The Parties
15 shall first attempt to resolve the matter prior to ERC taking any further legal action.

16 **7. APPLICATION OF CONSENT JUDGMENT**

17 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
18 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
19 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,
20 wholesalers, retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
21 application to Covered Products which are distributed or sold exclusively outside the State of
22 California and which are not used by California consumers.

23 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

24 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
25 behalf of itself and in the public interest, and Raw Indulgence, of any alleged violation of
26 Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings of
27 exposure to lead from the handling, use, or consumption of the Covered Products and fully
28 resolves all claims that have been or could have been asserted in this action up to and including

1 the Effective Date for failure to provide Proposition 65 warnings for the Covered Products.
2 ERC, on behalf of itself and in the public interest, hereby discharges Raw Indulgence and its
3 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
4 divisions, affiliates, suppliers, franchisees, licensees, customers (not including private label
5 customers of Raw Indulgence), distributors, wholesalers, retailers, and all other upstream and
6 downstream entities in the distribution chain of any Covered Product, and the predecessors,
7 successors and assigns of any of them (collectively, "Released Parties"), from any and all
8 claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs and
9 expenses asserted, or that could have been asserted, as to any alleged violation of Proposition
10 65 arising from the failure to provide Proposition 65 warnings on the Covered Products
11 regarding lead.

12 **8.2** The Parties further waive and release any and all claims they may have against
13 each other for all actions or statements made or undertaken in the course of seeking or opposing
14 enforcement of Proposition 65 in connection with the Notices or Complaint up through and
15 including the Effective Date, provided, however, that nothing in Section 8 shall affect or limit
16 any Party's right to seek to enforce the terms of this Consent Judgment.

17 **8.3** It is possible that other claims not known to the Parties arising out of the facts
18 alleged in the Notices or the Complaint and relating to the Covered Products will develop or be
19 discovered. The Parties acknowledge that this Consent Judgment is expressly intended to cover
20 and include all such claims up through the Effective Date, including all rights of action
21 therefore. The Parties acknowledge that the claims released in Sections 8.1 and 8.2 above may
22 include unknown claims, and nevertheless waive California Civil Code section 1542 as to any
23 such unknown claims. California Civil Code section 1542 reads as follows:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
25 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
26 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
27 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
28 OR HER SETTLEMENT WITH THE DEBTOR.

27 The Parties acknowledge and understand the significance and consequences of this specific
28 waiver of California Civil Code section 1542.

1 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
2 constitute compliance with Proposition 65 by any Released Party regarding alleged exposures
3 to lead in the Covered Products as set forth in the Notices and the Complaint.

4 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational or
5 environmental exposures arising under Proposition 65, nor shall it apply to any of Raw
6 Indulgence's products other than the Covered Products.

7 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

8 In the event that any of the provisions of this Consent Judgment are held by a court to be
9 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

10 **10. GOVERNING LAW**

11 The terms and conditions of this Consent Judgment shall be governed by and construed in
12 accordance with the laws of the State of California.

13 **11. PROVISION OF NOTICE**

14 All notices required to be given to either Party to this Consent Judgment by the other shall
15 be in writing and sent to the following agents listed below by: (a) first-class, registered, or certified
16 mail; (b) overnight courier; or (c) personal delivery. Courtesy copies via email may also be sent.

17
18 **FOR ENVIRONMENTAL RESEARCH CENTER:**

19 Chris Heptinstall, Executive Director, Environmental Research Center

20 3111 Camino Del Rio North, Suite 400

21 San Diego, CA 92108

22 Tel: (619) 500-3090

23 Email: chris_erc501c3@yahoo.com

24
25 With a copy to:

26 WILLIAM F. WRAITH, SBN 185927

27 WRAITH LAW

28 16485 Laguna Canyon Rd., Suite 250

1 Irvine, California 92618

2 Tel: (949) 251-9977

3 Fax: (949) 251-9978

4
5 **FOR RAW INDULGENCE, LTD.**

6 Dave Friedman or Current CEO

7 Raw Indulgence, Ltd.

8 P.O. Box 359

9 Hawthorne, NY 10532

10
11 With a copy to:

12 S. Wayne Rosenbaum

13 Opper & Varco LLP

14 225 Broadway, Suite 1900

15 San Diego, CA 92101

16 Phone: (619) 231-5858

17 Fax: (619) 231-5853

18 SWR@EnviroLawyer.com

19 **12. COURT APPROVAL**

20 **12.1** If this Stipulated Consent Judgment is not approved by the Court, it shall be
21 void and have no force or effect.

22 **12.2** Following Court Approval of the Consent Judgment, ERC shall comply with
23 California Health and Safety Code section 25249.7(f) and with Title II of the California Code
24 Regulations, Section 3003.

25 **13. EXECUTION AND COUNTERPARTS**

26 This Consent Judgment may be executed in counterparts, which taken together shall be
27 deemed to constitute one document. A facsimile or .pdf signature shall be construed as valid as
28 the original signature.

1 **14. DRAFTING**

2 The terms of this Consent Judgment have been reviewed by the respective counsel for each
3 Party prior to its signing, and each Party has had an opportunity to fully discuss the terms with
4 counsel. The Parties agree that, in any subsequent interpretation and construction of this Consent
5 Judgment entered thereon, the terms and provisions shall not be construed against any Party.

6 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

7 If a dispute arises with respect to either Party's compliance with the terms of this Consent
8 Judgment entered by the Court, the Parties shall meet in person or by telephone and endeavor to
9 resolve the dispute in an amicable manner. No action or motion may be filed in the absence of
10 such a good faith attempt to resolve the dispute beforehand. In the event an action or motion is
11 filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As
12 used in the preceding sentence, the term "prevailing party" means a party who is successful in
13 obtaining relief more favorable to it than the relief that the other party was amenable to providing
14 during the Parties' good faith attempt to resolve the dispute that is the subject of such enforcement
15 action.

16 **16. ENTIRE AGREEMENT, AUTHORIZATION**

17 **16.1** This Consent Judgment contains the sole and entire agreement and
18 understanding of the Parties with respect to the entire subject matter herein, and any and all
19 prior discussions, negotiations, commitments and understandings related hereto. No
20 representations, oral or otherwise, express or implied, other than those contained herein have
21 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
22 herein, shall be deemed to exist or to bind any Party.

23 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully
24 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
25 explicitly provided herein, each Party shall bear its own fees and costs.

26 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
27 **CONSENT JUDGMENT**

28 This Consent Judgment has come before the Court upon the request of the Parties. The

1 Parties request the Court to fully review this Consent Judgment and, being fully informed
2 regarding the matters which are the subject of this action, to:

3 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
4 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
5 been diligently prosecuted, and that the public interest is served by such settlement; and

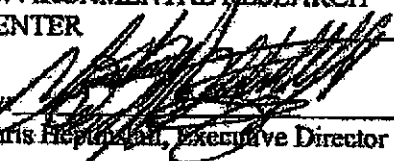
6 (2) Make the findings pursuant to California Health and Safety Code section
7 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

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IF IS SO STIPULATED:

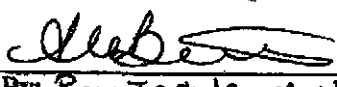
Dated: 1/16/, 2015

ENVIRONMENTAL RESEARCH
CENTER

By: 
Chris Heppner, Executive Director

Dated: 1/20, 2015

RAW INDULGENCE, LTD.


By: Raw Indulgence Ltd.
Its: President

APPROVED AS TO FORM:


Dated: _____, 2015

ENVIRONMENTAL RESEARCH
CENTER

By: _____
WILLIAM F. WRAITH
WRAITH LAW

Dated: Jan. 16, 2015

RAW INDULGENCE, LTD.

By: 
S. Wayne Rosenbaum
Opper & Varco LLP

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IT IS SO STIPULATED:

Dated: 1/16/, 2015

ENVIRONMENTAL RESEARCH
CENTER

By: 
Chris Fitzpatrick, Executive Director

Dated: _____, 2015

RAW INDULGENCE, LTD.



By:
Its:

APPROVED AS TO FORM:

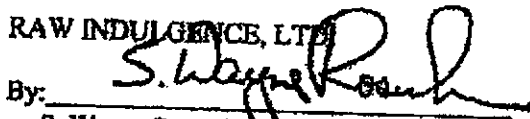
Dated: 1/19, 2015

ENVIRONMENTAL RESEARCH
CENTER

By: 
WILLIAM F. WRAITH
WRAITH LAW

Dated: Jan. 16, 2015

RAW INDULGENCE, LTD.

By: 
S. Wayne Rosenbaum
Oppor & Varco LLP

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JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

Dated: _____, 2015

JUDGE'S SIGNATURE ON PAGE 2

Judge of the Superior Court

THEIS
Law Group

March 8, 2012

**NOTICE OF VIOLATIONS OF
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ.
(PROPOSITION 65)**

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center (“ERC”), 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. (619) 500-3090. ERC’s Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violator identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violator and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is an attachment with the copy of this letter served to the alleged Violator identified below.

Alleged Violator. The name of the company covered by this notice that violated Proposition 65 (hereinafter “the Violator”) is:

Raw Indulgence, LTD

Consumer Products and Listed Chemicals. The products that are the subject of this notice and the chemical in those products identified as exceeding allowable levels are:

Raw Indulgence LTD Raw Revolution Organic Live Food Bar Chocolate & Coconut - Lead
Raw Indulgence LTD Raw Revolution Organic Live Food Bar Spirulina & Cashew - Lead
Raw Indulgence LTD Raw Revolution Organic Greens Super Food Bar Lemon Dew - Lead
Raw Indulgence LTD Raw Revolution Organic Greens Super Food Bar Apple Cinnamon – Lead

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least March 6, 2010, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violator violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violator to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



Bryan Theis

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to Raw Indulgence, LTD and its Registered Agent for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by Raw Indulgence, LTD

I, Bryan Theis, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the parties identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violator will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: March 8, 2012



Bryan Theis

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On March 8, 2012, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Alice Benedetto, President
Raw Indulgence, LTD
P. O. Box 359
Hawthorne, NY 10532

David Gordon, Esq.
(Raw Indulgence, LTD Registered
Agent for Service of Process)
Lower Level
200 East Post Road
White Plains, NY 10601

Alice Benedetto, President
923 Saw Mill River Road
Ardsley, NY 10502

On March 8, 2012, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it in a US Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On March 8, 2012, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties **on the Service List attached hereto**, and depositing it with the U.S. Postal Service with the postage fully prepaid for delivery by Priority Mail.

Executed on March 8, 2012, in Fort Oglethorpe, Georgia.



Amber Schaub

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

March 8, 2012

Page 5

Service List

District Attorney, Alameda County 1225 Fallon Street, Room 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 18000 Los Angeles, CA 90012	District Attorney, San Diego County 330 West Broadway, Room 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Room 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Avenue Ventura, CA 93009
District Attorney, Amador County 708 Court Street, #202 Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County Post Office Box 990 Stockton, CA 95201	District Attorney, Yolo County 301 2 nd Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive Oroville, CA 95965	District Attorney, Mariposa County Post Office Box 730 Mariposa, CA 95338	District Attorney, San Luis Obispo County 1035 Palm St, Room 450 San Luis Obispo, CA 93408	District Attorney, Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney, Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney, Mendocino County Post Office Box 1000 Ukiah, CA 95482	District Attorney, San Mateo County 400 County Cir., 3 rd Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Rm 800 Los Angeles, CA 90012
District Attorney, Colusa County 547 Market Street Colusa, CA 95932	District Attorney, Merced County 2222 M Street Merced, CA 95340	District Attorney, Santa Barbara County 1112 Santa Barbara Street Santa Barbara, CA 93101	San Diego City Attorney's Office 1200 3rd Avenue, Ste 1620 San Diego, CA 92101
District Attorney, Contra Costa County 900 Ward Street Martinez, CA 94553	District Attorney, Modoc County 204 S Court Street, Room 202 Alturas, CA 96101-4020	District Attorney, Santa Clara County 70 West Hedding Street San Jose, CA 95110	San Francisco City Attorney's Office City Hall, Room 234 1 Drive Carlton B Goodlett Place San Francisco, CA 94102
District Attorney, Del Norte County 450 H Street, Ste. 171 Crescent City, CA 95531	District Attorney, Mono County Post Office Box 617 Bridgeport, CA 93517	District Attorney, Santa Cruz County 701 Ocean Street, Room 200 Santa Cruz, CA 95060	San Jose City Attorney's Office 200 East Santa Clara Street, 16 th Floor San Jose, CA 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Fresno County 2220 Tulare Street, #1000 Fresno, CA 93721	District Attorney, Napa County 931 Parkway Mall Napa, CA 94559	District Attorney, Sierra County PO Box 457 Downieville, CA 95936	
District Attorney, Glenn County Post Office Box 430 Willows, CA 95988	District Attorney, Nevada County 110 Union Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5th Street Eureka, CA 95501	District Attorney, Orange County 401 Civic Center Drive West Santa Ana, CA 92701	District Attorney, Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533	
District Attorney, Imperial County 940 West Main Street, Ste 102 El Centro, CA 92243	District Attorney, Placer County 10810 Justice Center Drive, Ste 240 Roseville, CA 95678	District Attorney, Sonoma County 600 Administration Drive, Room 212J Santa Rosa, CA 95403	
District Attorney, Inyo County 230 W. Line Street Bishop, CA 93514	District Attorney, Plumas County 520 Main Street, Room 404 Quincy, CA 95971	District Attorney, Stanislaus County 832 12 th Street, Ste 300 Modesto, CA 95353	
District Attorney, Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney, Riverside County 3960 Orange Street Riverside, CA 92501	District Attorney, Sutter County 446 Second Street Yuba City, CA 95991	
District Attorney, Kings County 1400 West Lacey Boulevard Hanford, CA 93230	District Attorney, Sacramento County 901 "G" Street Sacramento, CA 95814	District Attorney, Tehama County Post Office Box 519 Red Bluff, CA 96080	
District Attorney, Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney, San Benito County 419 Fourth Street, 2 nd Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Avenue, Room 224 Visalia, CA 93291	

WRAITH LAW
16485 LAGUNA CANYON ROAD
SUITE 250
IRVINE, CALIFORNIA 92618
Tel (949) 251-9977
Fax (949) 251-9978

December 13, 2013

**NOTICE OF VIOLATIONS OF
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ.
(PROPOSITION 65)**

Dear Alleged Violator and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center (“ERC”), 3111 Camino Del Rio North, San Diego, CA 92108; Tel. (619) 500-3090. ERC’s Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violator identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violator and the appropriate public enforcement agencies. Pursuant to Section 25249.7(d) of the statute, ERC intends to file a private enforcement action in the public interest 60 days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is attached with the copy of this letter served to the alleged Violator identified below.

Alleged Violator. The name of the company covered by this notice that violated Proposition 65 (hereinafter the “Violator”) is:

Raw Indulgence, LTD

Consumer Products and Listed Chemicals. The products that are the subject of this notice and the chemical in those products identified as exceeding allowable levels are:

- 1) Raw Indulgence Ltd. Raw Revolution Organic Live Food Bar Cherry Chocolate Chunk – Lead**

- 2) **Raw Indulgence Ltd. Raw Revolution Organic Live Food Bar Heavenly Hazelnut Chocolate - Lead**
- 3) **Raw Indulgence Ltd. Raw Revolution Organic Live Food Bar Golden Cashew - Lead**
- 4) **Raw Indulgence Ltd. Raw Revolution Organic Live Food Bar Chocolate Coconut Bliss - Lead**
- 5) **Raw Indulgence Ltd. Raw Revolution Organic Live Food Bar Chocolate Raspberry Truffle – Lead**
- 6) **Raw Indulgence Ltd. Raw Revolution Organic Live Food Bar Spirulina Dream - Lead**

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

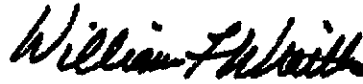
Approximate Time Period of Violations. Ongoing violations have occurred every day since at least December 13, 2010, as well as every day since the products were introduced into the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violator violated Proposition 65 because it failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violator to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time consuming litigation.

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*
December 13, 2013
Page 3

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



William F. Wraith

Attachments

Certificate of Merit
Certificate of Service
OEHHA Summary (to Raw Indulgence, LTD and its Registered Agent for Service of Process only)
Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by Raw Indulgence, LTD

I, William F. Wraith, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the party identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiff's case can be established and that the information did not prove that the alleged Violator will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: December 13, 2013



William F. Wraith

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On December 13, 2013, I served the following documents: **NOTICE OF VIOLATIONS OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; "THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY"** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current President or CEO
Raw Indulgence, LTD
P. O. Box 359
Hawthorne, NY 10532

David Gordon, Esq.
(Raw Indulgence, LTD Registered
Agent for Service of Process)
Lower Level
200 East Post Road
White Plains, NY 10601

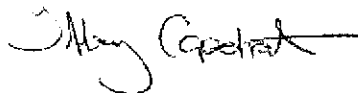
Current President or CEO
Raw Indulgence, LTD
923 Saw Mill River Road
Ardsley, NY 10502

On December 13, 2013, I electronically served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following party by uploading a true and correct copy thereof on the California Attorney General's website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice> :

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Oakland, CA 94612-0550

On December 13, 2013, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Priority Mail.

Executed on December 13, 2013, in Fort Oglethorpe, Georgia.



Tiffany Capehart

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

December 13, 2013

Page 6

Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Attorney, Los Angeles County 210 West Temple Street, Suite 18000 Los Angeles, CA 90012	District Attorney, San Diego County 330 West Broadway, Suite 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Suite 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Ave, Suite 314 Ventura, CA 93009
District Attorney, Amador County 708 Court Street Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County 222 E. Weber Ave. Rm. 202 Stockton, CA 95202	District Attorney, Yolo County 301 2 nd Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive, Suite 245 Oroville, CA 95965	District Attorney, Mariposa County Post Office Box 730 Mariposa, CA 95338	District Attorney, San Luis Obispo County 1035 Palm St, Room 450 San Luis Obispo, CA 93408	District Attorney, Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney, Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney, Mendocino County Post Office Box 1000 Ukiah, CA 95482	District Attorney, San Mateo County 400 County Ctr., 3 rd Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Suite 800 Los Angeles, CA 90012
District Attorney, Colusa County 346 Fifth Street Suite 101 Colusa, CA 95932	District Attorney, Merced County 550 W. Main Street Merced, CA 95340	District Attorney, Santa Barbara County 1112 Santa Barbara Street Santa Barbara, CA 93101	San Diego City Attorney's Office 1200 3rd Avenue, Ste 1620 San Diego, CA 92101
District Attorney, Contra Costa County 900 Ward Street Martinez, CA 94553	District Attorney, Modoc County 204 S Court Street, Room 202 Alturas, CA 96101-4020	District Attorney, Santa Clara County 70 West Hedding Street San Jose, CA 95110	San Francisco, City Attorney City Hall, Room 234 1 Dr Carlton B Goodlett PL San Francisco, CA 94102
District Attorney, Del Norte County 450 H Street, Room 171 Crescent City, CA 95531	District Attorney, Mono County Post Office Box 617 Bridgeport, CA 93517	District Attorney, Santa Cruz County 701 Ocean Street, Room 200 Santa Cruz, CA 95060	San Jose City Attorney's Office 200 East Santa Clara Street, 16 th Floor San Jose, CA 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Fresno County 2220 Tulare Street, Suite 1000 Fresno, CA 93721	District Attorney, Napa County 931 Parkway Mall Napa, CA 94559	District Attorney, Sierra County PO Box 457 Downieville, CA 95936	
District Attorney, Glenn County Post Office Box 430 Willows, CA 95988	District Attorney, Nevada County 110 Union Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5 th Street 4 th Floor Eureka, CA 95501	District Attorney, Orange County 401 West Civic Center Drive Santa Ana, CA 92701	District Attorney, Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533	
District Attorney, Imperial County 940 West Main Street, Ste 102 El Centro, CA 92243	District Attorney, Placer County 10810 Justice Center Drive, Ste 240 Roseville, CA 95678	District Attorney, Sonoma County 600 Administration Drive, Room 212J Santa Rosa, CA 95403	
District Attorney, Inyo County 230 W. Line Street Bishop, CA 93514	District Attorney, Plumas County 520 Main Street, Room 404 Quincy, CA 95971	District Attorney, Stanislaus County 832 12 th Street, Ste 300 Modesto, CA 95354	
District Attorney, Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney, Riverside County 3960 Orange Street Riverside, CA 92501	District Attorney, Sutter County 446 Second Street Yuba City, CA 95991	
District Attorney, Kings County 1400 West Lacey Boulevard Hanford, CA 93230	District Attorney, Sacramento County 901 "G" Street Sacramento, CA 95814	District Attorney, Tehama County Post Office Box 519 Red Bluff, CA 96080	
District Attorney, Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney, San Benito County 419 Fourth Street, 2 nd Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Blvd., Room 224 Visalia, CA 93291	

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PROOF OF SERVICE

I, William F. Wraith, am an active member of the State Bar of California and not a party to this action. I am a resident or employed in the county where the mailing took place. My business address is 24422 Avenida de la Carlota, Suite 400, Laguna Hills, CA 92653.

On June 24, 2015, I served the foregoing documents described as:

NOTICE OF RULING


on the following interested parties in this action in the manner identified below:

Linda Beresford, Esq.
S. Wayne Rosenbaum, Esq.
Suzanne Varco, Esq.
Opper & Varco LLP
225 Broadway, Suite 1900
San Diego, CA 92101
Phone: (619) 231-5858 / Fax: (619) 231-5853
Attorneys for Defendant RAW INDULGENCE, LTD

California Dept. of Justice, Office of the Attorney General
Proposition 65 Enforcement Reporting
Attention: Prop 65 Coordinator
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, California 94612-0550

BY MAIL – COLLECTION: I placed the envelope for collection and mailing following this business’s ordinary business practices. I am readily familiar with this business’s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 24, 2015, at Laguna Hills, California.



William Wraith