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ALAMEDA COUNTY

SEP 12 2016

CLERK OF THE SUPERIOR COURT
By Nancy A. Rose
NANCY ROSE, Deputy

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15 Attorneys for Defendant Starwest Botanicals, Inc.

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

18 AS YOU SOW,
19 Plaintiff,
20 v.
21 STARWEST BOTANICALS, INC.
22 Defendant.

Case No. RG15766060
(Case Assigned for All Purposes to Honorable Judge
Sandra K. Bean in Dept. 521)

~~PROPOSED~~ CONSENT JUDGMENT

Unlimited civil case
Judge: Sandra K. Bean
Location: Department 521
Hayward Hall of Justice
24405 Amador St.
Hayward, CA 94544

Action Filed: April 13, 2015
Trial Date: August 5, 2016

23 This Consent Judgment is entered into by and between Plaintiff As You Sow ("AYS" or
24 "Plaintiff") and Defendant Starwest Botanicals, Inc. ("Starwest" or "Defendant"), to resolve
25 claims raised against the Defendant in the Complaint in the above-captioned action, which was
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1 filed on April 13, 2015. This Consent Judgment shall be effective upon entry. AYS and
2 Defendant (collectively "the Parties") agree to the terms and conditions set forth below.

3 1. **INTRODUCTION**

4 1.1 AYS is a non-profit corporation dedicated to, among other causes, the protection of
5 the environment, the promotion of human health, the improvement of worker and consumer rights,
6 environmental education, and corporate accountability. AYS is based in Oakland, California and
7 is incorporated under the laws of the State of California.

8 1.2 Defendant produces, manufactures, distributes, and/or sells Starwest Botanicals
9 Organic Kelp Powder (the "Covered Product"). The Covered Product is described on Starwest's
10 website as dried kelp, specifically *Ascophyllum nodosum*, which is sourced from the "coastlines
11 of the Atlantic." The Covered Product is sold by Defendant in four-ounce and one-pound
12 packages, and in larger wholesale packages.

13 1.3 AYS alleges in the Complaint that the Covered Product contains lead, which is a
14 chemical listed by the State of California as known to cause birth defects or other reproductive
15 harm, pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition
16 65"), California Health and Safety Code §25249.5 *et seq.*

17 1.4 On September 17, 2014, AYS sent a 60-day Notice of Violation to Defendant and
18 to public enforcers as required by Health and Safety Code section 25249.7, alleging that the
19 Defendant violated Proposition 65 by failing to provide clear and reasonable warnings before
20 exposing persons to lead contained in the Covered Product.

21 1.5 At the time AYS sent its 60-day Notice of Violation, Defendant did not recommend
22 any serving size for the Covered Product on the packaging of the product or on Defendant's
23 internet site. Sometime after September 17, 2014, Defendant changed the Covered Product's
24 packaging to include a recommended 1/8th teaspoon/0.5 gram serving size.

25 1.6 The Parties have agreed to enter into this Consent Judgment to settle Plaintiff's
26 claims with regard to the Covered Product and to avoid prolonged and costly litigation.

27 1.7 By executing and complying with this Consent Judgment, neither Party admits any
28 facts or conclusions of law alleged in the Complaint or the Answer, or the existence of any other

1 statutory, common law, or equitable claim, requirement or defense relating to or arising from the
2 production, sale, or distribution of the Covered Product in California.

3 1.8 Nothing in this Consent Judgment shall prejudice, waive, or impair any right,
4 remedy, or defense that AYS and Defendant may have in any other, or in future, legal proceedings
5 unrelated to this action. This paragraph shall not diminish or otherwise affect the obligation,
6 responsibilities, and duties of the Parties under this Consent Judgment.

7 1.9 The term "Effective Date" means the date of entry of this Consent Judgment.

8 1.10 The only product covered by this Consent Judgment is the Covered Product and the
9 only chemical covered by this Consent Judgment is the chemical lead as related to the Covered
10 Product only.

11 **2. JURISDICTION**

12 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
13 jurisdiction over the allegations contained in the Complaint and personal jurisdiction over
14 Defendant; venue is proper in Alameda County; the Court has jurisdiction to enter this Consent
15 Judgment as a resolution of all claims alleged in the Complaint; and the Court shall retain
16 jurisdiction to enforce the Consent Judgment.

17 **3. INJUNCTIVE RELIEF**

18 3.1 Beginning no later than 30 days from the Effective Date of this Consent Judgment
19 ("Compliance Date"), all Covered Product produced, distributed, and/or sold by the Defendant in
20 the State of California that comes from lots that are tested pursuant to Paragraphs 4.1 – 4.6 of this
21 Consent Judgment, for which testing shows that there is less than 0.5 micrograms of lead per 0.5
22 grams of the Covered Product, and less than 0.5 micrograms of lead per 1/8 teaspoon of the
23 Covered Product, shall provide the following instruction statement on the packaging of the
24 Covered Product:

25 **INSTRUCTIONS: Daily serving size 1/8 teaspoon (500 milligrams). Do not exceed**
26 **daily serving size. Do not use for more than 14 days without consulting a health**
27 **practitioner.**

28 3.2 Defendant shall prominently affix or print the instruction statement in Paragraph
3.1 on the Covered Product's packaging and labeling. The instruction statement shall be displayed

1 with such conspicuousness, as compared with other words, statements, designs, or devices on the
2 packaging or labeling of the Covered Product, so as to render the instruction statement likely to be
3 read and understood by an ordinary individual under customary conditions of purchase and use.
4 Defendant agrees to provide the instruction statement as set forth in Exhibit A. If Defendant
5 wishes to make a non-material change to the format, placement, or appearance of the instruction
6 statement, Defendant shall submit a written request to Plaintiff with an exhibit showing the
7 proposed change. Plaintiff shall meet and confer with Defendant within seven days of receiving
8 Defendant's written request. Defendant shall not make any change to the format, placement, or
9 appearance of the instruction statement without receiving Plaintiff's written approval. Plaintiff
10 shall not unreasonably withhold approval of a non-material change to the format, placement, or
11 appearance of the instruction statement that meets the requirements of this paragraph.

12 3.3 For all Covered Product that meet the elements of Paragraph 3.1, if Defendant sells
13 the Covered Product via an internet site to customers located in California, Defendant shall also
14 prominently display the instruction statement required in Paragraph 3.1 on the internet site in
15 conjunction with the Covered Product. The instruction statement shall be displayed in the same
16 type size as the surrounding, non-heading text. Defendant agrees to provide the instruction
17 statement on the main product page as set forth in Exhibit B (for desktop interface) and Exhibit C
18 (for mobile phone interface). If Defendant wishes to make a non-material change to the format,
19 placement, or appearance of the instruction statement on Defendant's internet site, Defendant shall
20 submit a written request to Plaintiff with an exhibit showing the proposed change. Plaintiff shall
21 meet and confer with Defendant within seven days of receiving Defendant's written request.
22 Defendant shall not make any change to the format, placement, or appearance of the instruction
23 statement without receiving Plaintiff's written approval. Plaintiff shall not unreasonably withhold
24 approval of a non-material change to the format, placement, or appearance of the instruction
25 statement that meets the requirements of this paragraph.

26 3.4 For all Covered Product that meet the elements of Paragraph 3.1, if Defendant sells
27 the Covered Product via mail order to customers located in California, Defendant shall direct
28 customers to the instruction statement as it does for other products in its catalog. In particular,

1 Defendant will place a reference to code "d" on the page where the Covered Product is displayed.
2 Code "d" will refer the customer to the existing "Safety Guideline" pages. The instruction
3 statement in Paragraph 3.1 will be placed in the Safety Guideline pages under code "d". The
4 instruction statement shall be added in the first print run of the mail order catalogue on or after the
5 Effective Date.

6 3.5 Except as provided for in Paragraph 4.6, any material change to the language or
7 format of the instruction statement required under Paragraph 3.1 through 3.4 shall be made only
8 after Court approval and following written notice to Plaintiff and to the Attorney General.

9 4. **TESTING, REPORTING, AND MODIFICATION OF INSTRUCTION**
10 **STATEMENT TO WARNING STATEMENT**

11 4.1 Beginning on the Effective Date of this Agreement, and continuing for a period of
12 three years thereafter, for each bulk lot received, Defendant shall have samples of the lot tested.
13 All testing of the lot shall be conducted on the Covered Product in the form intended for sale to the
14 end-user. Each sample to be tested shall be randomly selected using a sound statistical sampling
15 plan.

16 4.2 Testing for lead content under Paragraph 4.1 shall be performed using the protocols
17 set forth in EPA Methods 6020, 6020a. The laboratory must digest at least 0.5 grams of each
18 sample with a level of detection of at least 4 parts per billion. The sample preparation method
19 must use a microwave- or heat-assisted acid digestion method.

20 4.3 Testing for lead content under Paragraph 4.1 shall be performed by an independent
21 third-party laboratory certified by the California Environmental Laboratory Accreditation Program
22 for the analysis of heavy metals or an independent third-party laboratory registered with the
23 Environmental Protection Agency.

24 4.4 Defendant shall retain all test results and documentation of testing for lead content
25 in the Covered Product for a period of five years from the date of the test.

26 4.5 Defendant agrees to deliver full laboratory reports, including all accompanying
27 quality assurance/quality control ("QA/QC") documentation, with results of testing for lead
28 content in the Covered Product to AYS within 14 days of receipt from the laboratory.

1 4.6 If any test conducted pursuant to this section results in a concentration of lead that
2 is higher than 0.5 micrograms of lead per 0.5 grams or 1/8 teaspoon of the Covered Product,
3 Defendant does not intend to sell any portion of that lot in any form. If, however, Defendant
4 elects to sell any portion of the lot in any form (in consumer-sized packages, wholesale, or any
5 other form), Defendant shall substitute on the Covered Product, on its desktop website interface,
6 on its mobile phone interface as set forth in paragraph 4.7 below, and in its mail catalogue as set
7 forth in paragraph 4.8 below, the text of the instruction statement in Section 3.1 of this Consent
8 Judgment to a warning statement as follows:

9 **WARNING: Ingesting this product will expose you to lead, a chemical**
10 **known to the State of California to cause birth defects or other**
11 **reproductive harm.**

12 4.7 If the instruction statement in Paragraph 3.1 is modified to a warning
13 statement as provided in Paragraph 4.6, Defendant shall also place an electronic button
14 on the mobile phone website interface titled "Proposition 65 Warning." The button shall
15 be placed under the "Details" button and above the "Additional Information" button.
16 Upon clicking the Proposition 65 Warning button, the warning statement in Paragraph 4.6
17 shall appear:

18 4.8 If the instruction statement in Paragraph 3.1 is modified to a warning
19 statement as provided in Paragraph 4.6, Defendant shall in the first print run of the mail
20 order after the modification is made, prominently display the warning statement in the
21 mail order catalogue in conjunction with the Covered Product. A product-specific
22 warning shall appear either on the same page as the product is displayed, or on the same
23 page upon which the Covered Product's price is listed, in the same type size as the
24 surrounding, non-heading text.

25 4.9 If the instruction statement in Paragraph 3.1 is modified to a warning
26 statement as provided in Paragraph 4.6, Defendant shall, within 30 days of the
27 modification, send by first class mail or overnight delivery, a letter to all internet retailers
28 that Defendant is aware sell the Covered Product via the internet. The letter shall instruct

1 the internet retailers to display the warning statement in Paragraph 4.6 in the same type
2 size as the surrounding, non-heading text, either: (a) on the same page, without scrolling
3 as the product description; (b) on the same page, without scrolling, as the order form for
4 the Covered Product; (c) on the same page, without scrolling, as the price for the Covered
5 Product; or (d) in a dialogue box which appears and is visible when a California address
6 for delivery is provided by the consumer, so long as the dialogue box appears prior to
7 completion of the internet sale and requires the consumer to affirmatively accept receipt
8 of the instruction set forth in the dialogue box, as a condition precedent to completing the
9 sale. For purposes of option (d), the instruction language statement in the dialogue box
10 shall be displayed in the same type size as the surrounding, non-heading text on the
11 screen at the time of the appearance of the dialogue box. Defendant shall provide to
12 internet retailers an electronic image of the Covered Product clearly showing the warning
13 statement, and shall request that the internet retailers replace any image of the Covered
14 Product on their website with the image showing the warning. The letter shall state that
15 failure to provide the warning statement in Paragraph 4.6 and/or failure to provide the
16 warning statement in the manner specified in this paragraph may result in liability for the
17 internet retailer. In the letter, Defendant shall request that the internet retailer respond
18 with a written acknowledgement that it has received Defendant's notice. This paragraph
19 shall only require that Defendant send notice to internet retailers to which Defendant
20 directly sells the Covered Product, unless Plaintiff informs Defendant, in writing, of
21 internet retailers that are selling the Covered Product without warning. If Plaintiff
22 informs Defendant of internet retailers that are selling the Covered Product later than 30
23 days after the instruction statement in Paragraph 3.1 is modified to a warning statement
24 as provided in Paragraph 4.6, Defendant shall within seven days of receiving such notice
25 from Plaintiff, send notice as specified in this paragraph to the internet retailers identified
26 by Plaintiff.

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1 5. SETTLEMENT PAYMENTS

2 5.1 Civil Penalty: Within 30 days of the Effective Date, Defendant shall pay \$2,500, in
3 the form of a check made payable to As You Sow, as a civil penalty pursuant to Health and Safety
4 Code section 25249.7(b). AYS shall remit seventy-five percent (75%) of this amount to the State
5 of California pursuant to Health and Safety Code section 25249.12(b).

6 5.2 Additional Settlement Payment: Within 30 days of the Effective Date, Defendant
7 shall pay \$2,500, in the form of a check made payable to AYS, with this amount to be used by
8 AYS for grants to California 501(c)(3) non-profit organizations and by the AYS Environmental
9 Enforcement Fund. These funds shall be used to reduce or remediate exposures to toxic chemicals
10 and to increase consumer, worker, and community awareness of the health hazards posed by toxic
11 chemicals in California. In deciding among grant proposals, the As You Sow Board of Directors
12 ("Board") takes into consideration a number of important factors, including: (1) the nexus between
13 the harm done in the underlying case(s) and the grant program work; (2) the potential for toxics
14 reduction, prevention, remediation, or educational benefits to California citizens from the
15 proposal; (3) the budget requirements of the proposed grantee and the alternate funding sources
16 available to it for its project; and, (4) the Board's assessment of the proposed grantee's chances for
17 success in its program work. AYS shall ensure that all funds will be disbursed and used in
18 accordance with this paragraph, as well as AYS' mission statement, articles of incorporation,
19 bylaws, and applicable state and federal laws and regulations. AYS shall obtain and maintain
20 adequate records to document that the funds are spent on the activities described in this paragraph,
21 and shall provide to the Attorney General, within thirty days of any request, copies of all
22 documentation demonstrating how such funds have been spent.

23 5.3 Within 30 days of the Effective Date, Defendant shall pay \$25,000, in the form of a
24 check made payable to Altshuler Berzon LLP, as reimbursement for Plaintiff's attorneys' fees,
25 investigation costs, and other reasonable litigation costs and expenses.

26 6. ENFORCEMENT OF CONSENT JUDGMENT

27 6.1 The Parties may, by motion filed in this Court, enforce the terms and conditions of
28 this Consent Judgment. In the event a dispute arises with respect to any of the provisions of this

1 Consent Judgment, and prior to the filing of any such motion, the Parties shall meet and confer
2 within ten days after either Party receives written notice of an alleged violation of this Agreement
3 or other dispute.

4 6.2 The parties are entitled to seek recovery of reasonable attorneys' fees and costs
5 incurred in any such motion or proceeding in any dispute regarding compliance with the terms of
6 this Consent Judgment pursuant to the provisions of Code of Civil Procedure section 1021.5.

7 **7. CLAIMS COVERED AND RELEASE**

8 7.1 As to the Covered Product, this Consent Judgment is a full, final, and binding
9 resolution between AYS and the Defendant, its parents, subsidiaries and shareholders, officers,
10 directors, employees, agents, insurers and representatives, and its successors and assigns
11 ("Releasees"), of all claims brought by AYS pursuant to Proposition 65 for the alleged failure to
12 provide clear and reasonable warnings of exposure to lead in the Covered Product produced,
13 distributed or sold by the Defendant prior to the Effective Date.

14 7.2 Defendant hereby releases AYS from, and waives any claims against, AYS and its
15 parents, subsidiaries, officers, directors, employees, agents, insurers and representatives, and its
16 successors and assigns ("AYS Releasees") for injunctive relief or damages, penalties, fines,
17 sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses, or
18 any other sum incurred or claimed or which could have been claimed for matters related to the
19 Notice of Violation or Complaint.

20 7.3 Upon entry of the Consent Judgment, the Parties waive their respective rights to a
21 hearing or trial on the allegations of the Complaint.

22 **8. GOVERNING LAW AND CONSTRUCTION**

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

25 **9. MODIFICATION OF CONSENT JUDGMENT**

26 This Consent Judgment may be modified only upon written agreement of the Parties with
27 approval of the Court, or pursuant to a court order issued upon noticed motion of a Party for good
28 cause shown and upon entry of a modified Consent Judgment by the Court. Any Party seeking to

1 modify this Consent Judgment shall meet and confer in good faith with the other Party prior to
2 filing a motion to modify the Consent Judgment and attempt to resolve any differences.

3 10. **COURT APPROVAL**

4 10.1 Unless otherwise stipulated by the Parties, the Court shall either approve or
5 disapprove of this Consent Judgment in its entirety, without alteration, deletion or amendment.

6 10.2 Unless otherwise stipulated by the Parties, if the Court fails to approve and order
7 entry of the Consent Judgment without any alteration, deletion or amendment, this Consent
8 Judgment shall become null and void upon the election of either Party, and shall not be introduced
9 into evidence or otherwise used in any proceeding for any purpose.

10 10.3 Defendant agrees not to oppose this Consent Judgment.

11 11. **ENTIRE AGREEMENT**

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

15 12. **DURATION OF CONSENT JUDGMENT**

16 This Consent Judgment shall terminate three years from the Effective Date unless the term
17 of this Consent Judgment is extended by a stipulation of the Parties that is entered by the Court.

18 13. **APPLICATION OF CONSENT JUDGMENT**

19 This Consent Judgment shall apply to and be binding upon the Parties hereto, their
20 divisions, subdivisions and subsidiaries, and the successors or assigns of any of them.

21 14. **ATTORNEYS' FEES**

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

25 15. **COMPLIANCE WITH HEALTH AND SAFETY CODE §25249.7**

26 15.1 Plaintiff shall comply with the reporting requirements referred to in Health and
27 Safety Code section 25249.7(f) (and established in Title 11 of the California Code of Regulations
28

1 sections 3000-3008), and shall move for approval of this Consent Judgment pursuant to the terms
2 thereof.

3 15.2 Upon request by AYS, Defendant shall provide a declaration in support of the
4 reasonableness of the relief provided for herein and in support of a motion to approve this Consent
5 Judgment. This may be a confidential declaration.

6 16. **PROVISION OF NOTICE**

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

9 Plaintiff As You Sow

10 As You Sow Foundation
11 Attn: Danielle Fugero, President and Chief Counsel
12 1611 Telegraph Street, Suite 1450
13 Oakland, CA 94612
14 Tel.: (510) 735-8158

15 With a copy to:

16 Barbara Chisholm
17 Tony LoPresti
18 Altshuler Berzon LLP
19 177 Post Street, Suite 300
20 San Francisco, CA 94108
21 Tel.: (415) 421-7151

22 Defendant Starwest Botanicals Inc.

23 Van Joerger
24 Starwest Botanicals, Inc.
25 161 Main Avenue
26 Sacramento CA 95838

27 With a copy to:

28 James Scadden
Gordon & Rees LLP
1111 Broadway, Suite 1700
Oakland, CA 94607

29 17. **EXECUTION AND COUNTERPARTS**

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

1 18. AUTHORIZATION

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

6
7 APPROVED AS TO FORM:

8
9 Dated: May 23, 2016

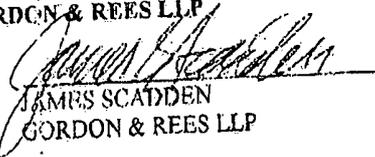
ALTSHULER BERZON LLP

10 By 
11 BARBARA J. CHISHOLM
12 ALTSHULER BERZON LLP

Attorneys for Plaintiff AS YOU SOW

13
14 Dated: 5/23, 2016

GORDON & REES LLP

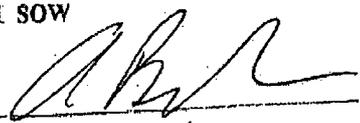
15 By 
16 JAMES SCADDEN
17 GORDON & REES LLP

Attorneys for Defendant STARWEST BOTANICALS

18
19 SO AGREED:

20
21 Dated: 5/26th, 2016

AS YOU SOW

22 By: 
23 Name: Andrew Bennett
24 Title: CEO

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Dated: 5/19, 2016

STARWEST BOTANICALS, INC.

By: _____

Name: _____

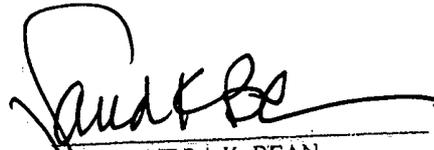
Title: _____


DAN JOERBER
PRESIDENT

IT IS SO ORDERED AND ADJUDGED:

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

Dated: Sept 12, 2016



HON. SANDRA K. BEAN
JUDGE OF THE SUPERIOR COURT



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EXHIBIT A

STARWEST
BOTANICALS



Item# 209385-51
KELP POWDER ORGANIC
ASCOPHYLLUM NODOSUM

Origin: CANADA



Kosher Certified by Kosher Certification Services. CERTIFIED KOSHER
Daily serving size: 1/8 tsp (500 mg). Do not exceed daily serving size.
Do not use for more than 14 days without consulting a health practitioner.

Net weight: 1 lb (453.6g)



Lot# 00000



Starwest Botanicals, Inc.
161 Main Avenue, Sacramento, CA 95838 USA
www.starwest-botanicals.com
Certified Organic by QAI, Inc.



STARWEST
BOTANICALS



Item#: 209385-54
KELP POWDER ORGANIC
ASCOPHYLLUM NODOSUM

Origin: CANADA



Kosher Certified by Kosher Certification Services. CERTIFIED KOSHER

Daily serving size: 1/8 tsp (500 mg). Do not exceed daily serving size.
Do not use for more than 14 days without consulting a health practitioner.

Net weight: 4 oz (113.4g) Lot#: 00000



Starwest Botanicals, Inc.
161 Main Avenue, Sacramento, CA 95838 USA
www.starwest-botanicals.com
Certified Organic by QAI



STARWEST
★
BOTANICALS, INC.
KELP POWDER ORGANIC

Item#: 209385-50



Lot#: 11111



COUNTRY OF ORIGIN: CANADA
Net Wt. 11111 Tare Wt. 11111
Gross Wt. 11111

Daily serving size: 1/8 tsp (500 mg). Do not exceed daily serving size. Do not use for more than 14 days without consulting a health practitioner.



Koehler Certified by Koehler Certification Services.

Starwest Botanicals, Inc. 181 Main Avenue, Sacramento, CA 95833 USA

Toll Free 888.278.4972 Tel 916.638.8100 Fax 916.638.8283

email: info@starwestherb.com www.starwestherb.com

Certified Organic by QAI.



EXHIBIT B

Kelp

Best & Best 100% Satisfaction Guaranteed



Botanical Name: Dried Kelp; *Ascophyllum nodosum*
 Laminaria Kelp; *Laminaria digitata*
 Common Names: Knotted Wrack, Egg Wrack

Order now, we'll ship tomorrow

Product Name	Size	Origin	SKU	Price	Qty
Laminaria Kelp Granules Organic	1 lb	United States	210110-41	\$21.97	<input type="text" value="1"/>
Organic Kelp Granules	1 lb	Canada	202385-31	\$7.17	<input type="text" value="1"/>
Organic Kelp Granules	4 oz	Canada	209385-34	\$4.42	<input type="text" value="1"/>
Organic Kelp Powder	1 lb	Canada	209385-51	\$7.92	<input type="text" value="1"/>
Organic Kelp Powder	4 oz	Canada	209385-54	\$4.88	<input type="text" value="1"/>



Buy in Bulk and Save!

Buy 5 each and save 5%
 Buy 25 each and save 15%

Please note: Discounts only apply to 1 lb. sizes

Description Reviews Product Q&A

Dried Kelp (*Ascophyllum nodosum*); Laminaria Kelp (*Laminaria digitata*)

Latin Name: Dried Kelp; *Ascophyllum nodosum*; Laminaria Kelp; *Laminaria digitata*
 Common Name: Kelp

Starwest Botanicals is pleased to offer natural and organic Dried Kelp, also known as *Ascophyllum nodosum* and as seaweed. As part of its extensive line of quality bulk herbs and spices, Dried Kelp, as seaweed, which naturally grows along shallow coastlines around the world, can be crushed and used as an excellent source of iodine, iron, calcium and vitamins A, B1, B2, C, D and E. Organic kelp is also an excellent cell stimulant.

The superior quality natural kelp, or *Ascophyllum nodosum*, that Starwest offers is from the nutrient rich coastlines of the Atlantic and can be purchased in **1/2 LB GRANULES** in 4 oz and one pound quantities. This makes it easy to use kelp as a supplement or include in herbal rubrics that promote thyroid function.

Helping you benefit from the nourishing and healing qualities of *Ascophyllum nodosum*, is just one of the ways that Starwest helps you and your family lead a healthy, natural lifestyle. Incorporating kelp powder or kelp granules into your diet along with many of the other bulk organic herbs we provide can ensure that your body gets the vitamins and minerals it needs.

When you buy kelp and other dried herbs from Starwest, you can be assured that you're buying the best organic herbs and products available. All of our bulk wholesale herbs are cultivated by the best growers in the world and quality tested in our in-house laboratory. We are so confident in the superior quality of all of our natural herbs and spices that we offer a 100% satisfaction guarantee.

If you have questions about any of the superior quality bulk herbs, or need assistance placing your order, please don't hesitate to call us at 1-800-898-4372.

Directions:

Organic Kelp Powder:
INSTRUCTIONS: Only serving size 1/2 teaspoon (500 milligrams). Do not exceed daily serving size. Do not use for more than 14 days without consulting a health practitioner.

All screen and browser sizes vary. This line is at 600 pixels and is what many consider to be above the point of scrolling to be on DESKTOP only. Tablets and phones are entirely different.

Proposed instruction text same placement as other warnings and instructions for other items.

You May Also Like



Kelp Capsules

From \$10.88



GreenPower Blend Capsules

From \$12.49



GreenPower Blend Powder

From \$8.82

Recommended Products



Black Walnut Hull

From \$7.33



Raddecrack

From \$4.80



Arctic Berry

From \$5.87



Ruby Leaf

From \$8.88

Customer Service

- Shipping & Returns
- FAQ's
- Safe Shipping Guarantee
- Subscription Guidelines
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- Statement of Quality
- ATP/OTC Program
- Customer Testimonials

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- Track Order
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- Starwest Retail
- Starwest Wholesale
- Starwest Bulk

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- Articles
- Recipes
- Latin Names of Herbs
- Herbs for Tea
- 1700s Herbs



EXHIBIT C,

STARWEST BOTANICALS

Log In Cart Checkout

Help

Herbs / Bulk Herbs & Loose / Bulk Herbs / Herbs

100% SATISFACTION GUARANTEED

Botanical Name: *Dasylirion nodosum* L'Herit
 Key: Linnæus digitalis
 Common Name: Knotweed, Egg Weed

3.9999 Bulk Pricing

Laminaria Kelp Granules

Organic Size: 1lb SKU: 21011-41 Price: \$21.97

Organic Size: 1lb SKU: 20983-31 Price: \$21.97

Organic Size: 1lb SKU: 20955-31 Price: \$21.97

Organic Size: 1lb SKU: 20927-31 Price: \$21.97

Organic Size: 1lb SKU: 20899-31 Price: \$21.97

Organic Size: 1lb SKU: 20871-31 Price: \$21.97

Organic Size: 1lb SKU: 20843-31 Price: \$21.97

Organic Size: 1lb SKU: 20815-31 Price: \$21.97

Organic Size: 1lb SKU: 20787-31 Price: \$21.97

Organic Size: 1lb SKU: 20759-31 Price: \$21.97

Organic Size: 1lb SKU: 20731-31 Price: \$21.97

Organic Size: 1lb SKU: 20703-31 Price: \$21.97

Organic Size: 1lb SKU: 20675-31 Price: \$21.97

Organic Size: 1lb SKU: 20647-31 Price: \$21.97

Organic Size: 1lb SKU: 20619-31 Price: \$21.97

Organic Size: 1lb SKU: 20591-31 Price: \$21.97

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Organic Size: 1lb SKU: 20423-31 Price: \$21.97

Organic Size: 1lb SKU: 20395-31 Price: \$21.97

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Organic Size: 1lb SKU: 20171-31 Price: \$21.97

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Organic Size: 1lb SKU: 20115-31 Price: \$21.97

Organic Size: 1lb SKU: 20087-31 Price: \$21.97

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Organic Size: 1lb SKU: 19943-31 Price: \$21.97

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Organic Size: 1lb SKU: 19887-31 Price: \$21.97

Organic Size: 1lb SKU: 19859-31 Price: \$21.97

Organic Size: 1lb SKU: 19831-31 Price: \$21.97

Organic Size: 1lb SKU: 19803-31 Price: \$21.97

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Organic Size: 1lb SKU: 18431-31 Price: \$21.97

Organic Size: 1lb SKU: 18403-31 Price: \$21.97

Organic Size: 1lb SKU: 18375-31 Price: \$21.97

Organic Size: 1lb SKU: 18347-31 Price: \$21.97

Above this line is what you may be able to see on your mobile device without scrolling.

This needs to be clicked to display additional information for all products.

Additional Information

Organic Kelp Powder: This product is made from seaweed and is a natural source of iodine. It is used to support thyroid health and overall well-being. For more information, please visit our website.

Reviews

Product Q&A

You may also be interested in the following products:

- Kelp Capsules** Starting at: \$10.83
- GreenPower Blend Capsules** Starting at: \$12.50
- GreenPower Blend Powder** Starting at: \$9.92

Customer Service

Specials Terms of Use Contact Us

Select Store: Retail Store

101 Main Ave., Sacramento, CA 95833

1-800-878-4200 (Monday - Friday, 9AM - 5PM PST)

CLERK'S CERTIFICATE OF MAILING

Action No. RG15 766060

Case Name: As You Sow Vs. Starwest Botanicals, Inc.

I certify that the following is true and correct: I am the clerk of the above-named Court and not a party to this cause. I served Consent Judgment by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices to the addresses listed below to both parties addressed below.

Dated: September 12, 2016

CHAD FINKE

Executive Officer/Clerk of the Superior Court

By *Nancy A. Rose*

**Barbara J. Chisholm, Esq.
Altshuler Berzon LLP
177 Post Street, Ste. 300
San Francisco, CA. 94108**

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Gordon & Rees LLP
1111 Broadway, Ste. 1700
Oakland, CA. 94607**