Melvin B. Pearlston (SBN 54291)
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PACIFIC JUSTICE CENTER
50 California Street, Suite 1500
San Francisco, California 94111
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Attorneys for Plaintiff
ERIKA MCCARTNEY

Howard A. Slavitt (SBN 172840)
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One Ferry Building, Suite 200
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Attorneys for Defendant
NAVITAS LLC

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

ERIKA MCCARTNEY, in the public interest,

Plaintiff,

v.

NAVITAS LLC, a Delaware limited liability company; and DOES 1 through 500, inclusive,

Defendants.

CIVIL ACTION NO. RG16833056

T.L.

~~[PROPOSED]~~ STIPULATED CONSENT JUDGMENT

[Cal. Health and Safety Code Sec. 25249.6, *et seq.*]

1. INTRODUCTION

1.1 This Action arises out of the alleged violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5 et seq. (also known as and hereinafter referred to as "Proposition 65") regarding the following product (hereinafter collectively the "Covered Product": Navitas Naturals Goji Berries.

1.2 Plaintiff ERIKA MCCARTNEY ("MCCARTNEY") is a California resident acting as a private enforcer of Proposition 65. MCCARTNEY brings this Action in the public interest pursuant to California Health and Safety Code Section 25249. MCCARTNEY asserts that she is dedicated to, among other causes, helping safeguard the public from health hazards by reducing the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

1.3 Defendant Navitas, LLC is a Delaware limited liability company, and is referred to hereinafter as "NAVITAS."

1.4 NAVITAS distributes and sells the Covered Product.

1.5 MCCARTNEY and NAVITAS are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

1.6 On or about May 11, 2016, pursuant to California Health and Safety Code Section 25249.7(d)(1), MCCARTNEY served a 60-Day Notice of Violations of Proposition 65, A.G. No. 2016-00440 ("Notice of Violations") on the California Attorney General, other public enforcers, and NAVITAS. A true and correct copy of the Notice of Violations is attached hereto as Exhibit A.

1.7 After more than sixty (60) days passed since service of the Notice of Violations, and no designated governmental agency filed a complaint against NAVITAS with regard to the Covered Product or the alleged violations, MCCARTNEY filed a complaint (the "Complaint") for injunctive relief and civil penalties. The Complaint is based on the allegations in the Notice of Violations.

1.8 The Complaint and the Notice of Violations each allege that NAVITAS manufactured, distributed, and/or sold in California the Covered Product, which contains lead, a chemical listed under Proposition 65 as a carcinogen and a reproductive or developmental toxin, and exposed consumers at a level requiring a Proposition 65 warning. Further, the Complaint and Notice of Violations allege that use of the Covered Product exposes persons in California to lead without first providing clear and reasonable warnings, in violation of California Health and Safety Code Section 25249.6. NAVITAS denies all material and factual allegations of the Notice of Violation and the Complaint, filed an answer asserting various affirmative defenses, and specifically denies that the Covered Product requires a Proposition 65 warning or causes harm to any person. NAVITAS and MCCARTNEY each reserve all rights to allege additional facts, claims, and affirmative defenses if the Court does not approve this Consent Judgment.

1.9 The Parties enter into this Consent Judgment in order to settle, compromise and resolve disputed claims and avoid prolonged and costly litigation. Nothing in this Consent Judgment, nor compliance with its terms, shall constitute or be construed as an admission by any of the Parties, or by any of their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, distributors, wholesalers, or retailers, of any fact, conclusion of law, issue of law, violation of law, fault,

wrongdoing, or liability, including without limitation, any admission concerning any alleged violation of Proposition 65. Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any other or future legal proceeding. Provided, however, nothing in this Section shall affect the enforceability of this Consent Judgment.

1.10 The "Effective Date" of this Consent Judgment shall be the date this Consent Judgment is entered as a Judgment.

2. JURISDICTION AND VENUE

For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the subject matter of this Action and personal jurisdiction over the Parties, that venue is proper in this Court, and that this Court has jurisdiction to enter this Consent Judgment pursuant to the terms set forth herein.

3. INJUNCTIVE RELIEF AND WARNINGS

3.1 Beginning on the Effective Date, NAVITAS shall be permanently enjoined from offering for sale to a consumer in California, directly selling to a consumer in California, or "Distributing into California" any of the Covered Product for which the total daily serving(s) (either 28 grams or the largest recommended daily serving size appearing on the product label, whichever is greater) contain more than 0.5 micrograms of lead per day unless the label of the Covered Product contains a Proposition 65 compliant warning, consistent with Section 3.4, below. "Distributing into California" means to directly distribute any of the Covered Product into California, or to distribute any of the Covered Product to any third party that NAVITAS knows or has reason to know will redistribute the Covered Product into California. Provided, however, that

NAVITAS may manufacture, package, distribute, and/or sell Covered Product for which the total daily serving(s) contain more than 0.5 micrograms of lead without providing a Proposition 65 compliant warning so long as such products are only for sale to consumers located outside of California and NAVITAS does not Distribute Them Into California.

3.2 All Covered Product that have been or will have been distributed, shipped, or sold, or otherwise placed in the stream of commerce through and including the Effective Date of this Consent Judgment are exempt from the provisions of Sections 3.1, and 3.3 through 3.4 and are included within the release in Sections 8.1 through 8.4. On the Effective Date, NAVITAS shall provide Plaintiff with the last lot number and expiration date for the Covered Product in the stream of commerce through the Effective Date.

3.3 For a period of three (3) years from the Effective Date, any batch or lot number of the Covered Product offered for sale to any consumer in California without a Proposition 65-compliant warning as provided in Section 3.4 shall be tested for lead contamination utilizing inductively coupled plasma-mass spectrometry. All tests shall be conducted at the expense of NAVITAS. NAVITAS shall provide the verified results of all tests to counsel for MCCARTNEY, via regular U.S. Mail, within five (5) days of receipt of such results by NAVITAS. All test results shall be provided to counsel for MCCARTNEY prior to the Covered Product being offered for sale to any consumer in California. For purposes of this Consent Judgment, daily lead exposure levels shall be measured in micrograms and shall be calculated using the following formula: Micrograms of lead per gram of product, multiplied by grams per serving of the product, multiplied by servings of the product per day (if no number of servings per day is provided, then one serving per day will be assumed), which equals micrograms of lead exposure per day. NAVITAS will determine grams

per serving of the product based on the largest serving size appearing on the product label. Provided, however, that, if the total daily serving(s) are reduced to less than 28 grams, exposure will be based on a 28 gram total daily serving size, unless NAVITAS first seeks Court modification of this Consent Judgment.

3.4 Clear and Reasonable Warnings

For the Covered Product that is subject to the warning requirement of Section 3.1, NAVITAS shall provide the following warning ("Warning") as specified below:

[California Proposition 65] WARNING: This product contains [lead,] a chemical known to the State of California to cause birth defects or other reproductive harm.

The text in brackets in the warnings above is optional.

The Warning shall be permanently affixed to or printed on (at the point of manufacture, prior to shipment to California, or prior to distribution within California) the outside packaging or container of each unit of the Covered Product. The Warning shall be displayed with such conspicuousness, as compared with other words, statements designs or devices on the outside packaging or labeling, as to render it likely to be read and understood by an ordinary individual prior to use. The word "**WARNING**" shall be in all capital letters and in bold print.

The Warning currently appearing on the packaging of the Covered Product, a true and correct exemplar of which is attached hereto as Exhibit B, and the alternate forms of Warning attached hereto as Exhibit C, are each deemed to be a clear and reasonable warning under, and to fully comply with, Health & Safety Section 25249.6 and the implementing regulations at Title 27 California Code of Regulations Sections 25601 through 25605.2. NAVITAS may comply with this Section 3.4 by either using a Warning that is in Exhibits B or C or another form of Warning that complies with the requirements of this Section 3.4.

4. SETTLEMENT PAYMENT

4.1 NAVITAS shall make a total payment of $62,500 within ten days of the Effective Date, which shall be in full and final satisfaction of any and all civil penalties, payments in lieu of civil penalties, and attorneys' fees and costs.

4.2 The payment will be in the form of separate checks sent to counsel for MCCARTNEY, Robert B. Hancock, Pacific Justice Center, 50 California Street, San Francisco, California 94111. The checks shall be payable to the following parties and the payment shall be apportioned as follows:

4.3 $17,500 (seventeen thousand five hundred dollars) as civil penalties pursuant to California Health and Safety Code Section 25249.7(b)(1). Of this amount, $13,125 (thirteen thousand five hundred dollars) shall be payable to the Office of Environmental Health Hazard Assessment ("OEHHA"), $3,000 (three thousand dollars) shall be payable to MCCARTNEY, and $1,375 shall be payable to the California chapter of the March of Dimes, a qualified charitable organization dedicated to the prevention of birth defects. (Cal. Health & Safety Code § 25249.12(c)(1) & (d)). MCCARTNEY hereby waives any statutory right to any penalties in excess of $3,000. MCCARTNEY's counsel will forward all sums to their respective payees.

4.4 $45,000 (sixty thousand dollars) payable to Pacific Justice Center as reimbursement of MCCARTNEY's attorneys' fees, costs, investigation and litigation expenses.

4.5 Any failure by NAVITAS to remit payment on or before its due date shall be deemed a material breach of this Agreement.

5. MODIFICATION OF CONSENT JUDGMENT

This Consent Judgment may be modified only by: (i) Written agreement and stipulation of the Parties and upon having such stipulation entered as a modified Consent Judgment by the Court;

or (ii) Upon entry of a modified Judgment by the Court pursuant to a motion by one of the Parties after exhausting the meet and confer process set forth as follows. If either Party requests or initiates a modification, then it shall meet and confer with the other Party in good faith before filing a motion with the Court seeking to modify it. MCCARTNEY is entitled to reimbursement of all reasonable attorneys' fees and costs regarding the Parties' meet and confer efforts for any modification requested or initiated by NAVITAS. Similarly, NAVITAS is entitled to reimbursement of all reasonable attorney's fees and costs regarding the Parties' meet and confer efforts for any modification requested or initiated by MCCARTNEY. If, despite their meet and confer efforts, the Parties are unable to reach agreement on any proposed modification the party seeking the modification may file the appropriate motion and the prevailing party on such motion shall be entitled recover its reasonable fees and costs associated with such motion. One basis, but not the exclusive basis, for NAVITAS to seek a modification of this Consent Judgment is if Proposition 65 is changed, narrowed, limited, or otherwise rendered inapplicable in whole or in part to the Covered Product or lead due to legislative change, a change in the implementing regulations, court decisions, or other legal basis.

6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT JUDGMENT

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

6.2 Subject to section 6.3, any Party may, by motion or application for an order to show cause filed with this Court, enforce the terms and conditions contained in this Consent Judgment. The prevailing party in any such motion or application may request that the Court award its reasonable attorneys' fees and costs associated with such motion or application.

6.3 Before filing a motion or application for an order to show cause, MCCARTNEY shall provide NAVITAS with 30 (thirty) days written notice of any alleged violations of the terms and conditions contained in this Consent Judgment. As long as NAVITAS cures any such alleged violations within the 30 (thirty) day period (or if any such violation cannot practicably be cured within 30 days, it expeditiously initiates a cure within 30 days and completes it as soon as practicable) and NAVITAS provides proof to MCCARTNEY that the alleged violation(s) was the result of good faith mistake or accident, then NAVITAS shall not be in violation of the Consent Judgment. NAVITAS may only avail itself of the benefits of this Section one (1) time per three year period following the Effective Date.

7. APPLICATION OF CONSENT JUDGMENT

This Consent Judgment shall apply to and be binding upon the Parties and their respective officers, directors, successors and assigns, and it shall benefit the Parties and their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, franchisees, licensees, customers (including "Co-Brand" customers; excluding only "Private Labeler" customers), distributors, wholesalers, retailers, predecessors, successors, and assigns. "Private Labelers" excluded from the benefits of this Consent Judgment are companies who rebrand and offer NAVITAS manufactured or distributed products under their own brand, not under the NAVITAS brand. "Co-Brand" customers who shall benefit from this Consent Judgment are companies who offer NAVITAS manufactured or distributed products with their own brand and the NAVITAS brand both displayed on the product packaging.

8. BINDING EFFECT, CLAIMS COVERED AND RELEASED

8.1 This Consent Judgment is a full, final, and binding resolution between MCCARTNEY, on behalf of herself and in the public interest, and NAVITAS, of any and all direct and/or derivative violations of Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to lead from the handling, use, or consumption of the Covered Product and fully resolves all claims that have been or could have been asserted in this Action up to and including the Effective Date for failure to provide Proposition 65 warnings for the Covered Product regarding lead. MCCARTNEY, on behalf of herself and in the public interest, hereby forever releases and discharges, NAVITAS and its past and present officers, directors, owners, shareholders, employees, agents, attorneys, parent companies, subsidiaries, divisions, affiliates, suppliers, franchisees, licensees, customers (including "Co-Brand" customers; excluding only "Private Labeler" customers), distributors, wholesalers, retailers, and all other upstream and downstream entities and persons in the distribution chain of any Covered Product, and the predecessors, successors and assigns of any of them (collectively, "Released Parties"), from any and all claims, causes of action and obligations (collectively, "Claims") for: (a) violations of Proposition 65, and/or (b) to pay damages, restitution, fines, civil penalties, payment in lieu of civil penalties and expenses (including but not limited to expert analysis fees, expert fees, attorney's fees and costs) arising under or derived from Proposition 65 or its implementing regulations, up through the Effective Date based on exposure to lead from the Covered Product and/or failure to warn about lead as set forth in the Notice of Violations and the Complaint.

8.2 Compliance with the terms of this Consent Judgment shall be deemed to constitute compliance by any Released Party with Proposition 65 regarding exposures or alleged exposures to lead from the Covered Product as set forth in the Notice of Violations and the Complaint.

8.4 It is possible that other Claims not known to MCCARTNEY arising out of the facts alleged in the Notice of Violations or the Complaint and relating to lead in the Covered Product that were manufactured, sold or Distributed into California before the Effective Date will develop or be discovered. MCCARTNEY, on behalf of herself only, acknowledges that the Claims released herein include all known and unknown Claims and waives California Civil Code Section 1542 as to any such unknown Claims. California Civil Code Section 1542 reads as follows:

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

MCCARTNEY, on behalf of herself only, acknowledges and understands the significance and consequences of this specific waiver of California Civil Code section 1542.

8.5 MCCARTNEY, on one hand, and NAVITAS, on the other hand, each release and waive all Claims they may have against each other for any statements or actions made or undertaken by them in connection with the Notice of Violations or the Complaint. However, this shall not affect or limit any Party's right to seek to enforce the terms of this Consent Judgment.

9. CONSTRUCTION AND SEVERABILITY

9.1 The terms and conditions of this Consent Judgment have been reviewed by the respective counsel for the Parties prior to its signing, and each Party has had an opportunity to fully discuss the terms and conditions with its counsel. In any subsequent interpretation or construction of this Consent Judgment, the terms and conditions shall not be construed against any Party.

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

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

10. PROVISION OF NOTICE

All notices required to be given to either Party to this Consent Judgment by the other shall be in writing and sent to the following agents listed below by: (a) first-class, registered, (b) certified mail, (b) overnight courier, or (c) personal delivery to the following:

For Erika McCartney:

Melvin B. Pearlston
Robert B. Hancock
PACIFIC JUSTICE CENTER
50 California Street, Suite 1500
San Francisco, California 94111

For Navitas, LLC:

Howard Slavitt
Coblentz Patch Duffy & Bass LLP
One Ferry Building, Suite 200
San Francisco, CA 94111-4213

11. COURT APPROVAL

11.1 Upon execution of this Consent Judgment by the Parties, MCCARTNEY shall notice a Motion for Court Approval. The Parties shall use their best efforts to support entry of this Consent Judgment.

11.2 If the California Attorney General objects to any term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible prior to the hearing on the motion.

11.3 If the Court, despite the Parties' best efforts, does not approve this Stipulated Consent Judgment, it shall be null and void and have no force or effect.

12. EXECUTION AND COUNTERPARTS

This Stipulated Consent Judgment may be executed in counterparts, which taken together shall be deemed one document. A facsimile or .pdf signature shall be construed as valid and as the original signature.

13. ENTIRE AGREEMENT, AUTHORIZATION

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

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

14. REQUEST FOR FINDINGS AND FOR APPROVAL.

14.1 This Consent Judgment has come before the Court upon the request of the Parties. The parties request the Court to fully review this Consent Judgment and, being fully informed regarding the matters which are the subject of this action, to:

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

(b) Make the findings pursuant to California Health and Safety Code Section 25249.7(f)(4), and approve the Settlement, and this Consent Judgment.

IT IS SO STIPULATED.

Dated: 12/24/16

Erika McCartney

Dated: _____

Navitas LLC

Name: _____

Title: _____

APPROVED AS TO FORM:

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

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14.1 This Consent Judgment has come before the Court upon the request of the Parties. The parties request the Court to fully review this Consent Judgment and, being fully informed regarding the matters which are the subject of this action, to:

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

(b) Make the findings pursuant to California Health and Safety Code Section 25249.7(f)(4), and approve the Settlement, and this Consent Judgment.

IT IS SO STIPULATED.

Dated: _____

Erika McCartney

Dated: December 27, 2016

Navitas LLC

Name: _____

Title: Chief Operating Officer

APPROVED AS TO FORM:

Dated: 12/30, 2016

PACIFIC JUSTICE CENTER

By: _____
Robert B. Hancock
Attorneys for Plaintiff
ERIKA MCCARTNEY

Dated: December 28, 2016

COBLENTZ, PATCH, DUFFY & BASS, LLP

By: _____
Howard Slavitt
Attorneys for Defendant
NAVITAS, LLC

JUDGMENT

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: March 28, 2017

Judge of the Superior Court

Victoria S. Kolakowski

EXHIBIT A

Melvin B. Pearlston
Senior Counsel

Pacific Justice
CENTER

Of Counsel
Robert B. Hancock

May 11, 2016

60-DAY 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 Erika McCartney in this matter. Ms. McCartney has identified violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), which is codified at California Heath & 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 the identified 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, Ms. McCartney intends to file a private enforcement action in the public interest 60 days after effective service of the is 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:

Navitas LLC

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

Navitas Naturals Organic Goji Berries – 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 Ms. McCartney 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, and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least May 11, 2015, as well as every day since the products were introduced into the

50 California Street, Suite 1500, San Francisco, California 94111
Telephone: (415) 310-1940 • Facsimile: (415) 354-3508

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 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, Ms. McCartney is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violator to: (1) recall any products already sold, or undertake best efforts to ensure that the requisite health hazard warnings are provided to those who have received such products; (2) 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 (3) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as expensive and time-consuming litigation. It should be noted that counsel cannot (1) finalize any settlement until after the 60-day notice period has expired; or (2) speak for the California Attorney General or any District or City Attorney who has received this notice. Therefore, while reaching an agreement may satisfy the claims alleged herein, such agreement may not be satisfactory to public prosecutors.

Ms. McCartney has retained me as legal counsel in connection with this matter. Her address is 1341 58th Ave. #11, Oakland, California, 94621. Her telephone number is 707.502.8635. **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,

R. B. Hancock

Robert B. Hancock

Attachments
Certificate of Merit
Certificate of Service
OEHHA Summary (to Violators only)
Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Notice of Proposition 65 Violations

Robert B. Hancock declares:

1. This Certificate of Merit accompanies the attached sixty-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 exposures to the listed chemicals that are the subject of the action.

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: May 11, 2016

Robert B. Hancock

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 action.

On May 11, 2016, 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:

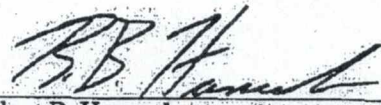
Current Manager or Managing Member
Navitas LLC
15 Pamaron Way, Suite A
Novato, CA 94949

On May 11, 2016, 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 uploading the foregoing documents at the webpage listed below:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Ste. 2000
P.O. Box 70550
Oakland, CA 94612-0550
https://oag.ca.gov/prop65/add-60-day-notice

On May 11, 2016, 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. As to those parties listed by mailing address only, I effected service 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. As to those parties having an e-mail addressed listed, I effected service by transmitting the document via electronic transmission to the e-mail address listed.

Executed under penalty of perjury pursuant to the laws of the State of California on May 11, 2016.



Robert B. Hancock

Service List

District Attorney,
Alameda County
1225 Fallon St., Rm. 900
Oakland, CA 94612

District Attorney,
Alpine County
P.O. Box 248
Markleeville, CA 96120

District Attorney,
Amador County
708 Court St., #202
Jackson, CA 95642

District Attorney, Butte County
25 County Center Dr.
Oroville, CA 95965

District Attorney,
Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney,
Colusa County
346 Fifth St. Ste. 101
Colusa, CA 95932

District Attorney,
Contra Costa County
900 Ward St.
Martinez, CA 94553
[illegible]

District Attorney,
Del Norte County
450 H St., Ste. 171
Crescent City, CA 95531

District Attorney,
El Dorado County
515 Main St.
Placerville, CA 95667

District Attorney,
Fresno County
2220 Tulare St., #1000
Fresno, CA 93721

District Attorney,
Glenn County
P.O. Box 430
Willows, CA 95988

District Attorney,
Humboldt County
825 5th St.
Eureka, CA 95501

District Attorney,
Imperial County
940 West Main St., Ste. 102
El Centro, CA 92243

District Attorney, Inyo County
230 W. Line St.
Bishop, CA 93514

District Attorney, Kern County
1215 Truxtun Ave.
Bakersfield, CA 93301

District Attorney,
Kings County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes St.
Lakeport, CA 95453

District Attorney,
Lassen County
220 S. Lassen St., Ste. 8
Susanville, CA 96130

District Attorney,
Los Angeles County
210 W. Temple St., Ste. 1800
Los Angeles, CA 90012

District Attorney,
Madera County
209 West Yosemite Ave.
Madera, CA 93637

District Attorney,
Marin County
3501 Civic Center Dr., Rm. 130
San Rafael, CA 94903

District Attorney,
Mariposa County
P.O. Box 730
Mariposa, CA 95338

District Attorney,
Mendocino County
P.O. Box 1000
Ukiah, CA 95482

District Attorney,
Merced County
2222 M St.
Merced, CA 95340

District Attorney,
Modoc County
204 S Court St., Rm. 202
Alturas, CA 96101-4020

District Attorney,
Mono County
P.O. Box 617
Bridgeport, CA 93517

District Attorney,
Monterey County
P.O. Box 1131
Salinas, CA 93902
[illegible]

District Attorney, Napa County
931 Parkway Mall
Napa, CA 94559
[illegible]

District Attorney,
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201 Commercial St.
Nevada City, CA 95959

District Attorney,
Orange County
401 Civic Center Dr. West
Santa Ana, CA 92701

District Attorney,
Placer County
10810 Justice Center Dr.,
Ste. 240
Roseville, CA 95678

District Attorney,
Plumas County
520 Main St., Rm. 404
Quincy, CA 95971

District Attorney,
Riverside County
3072 Orange St.
Riverside, CA 92501
[illegible]

District Attorney,
Sacramento County
901 "G" St.
Sacramento, CA 95814

District Attorney,
San Benito County
419 Fourth St., 2nd Fl.
Hollister, CA 95023

District Attorney,
San Bernardino County
316 N. Mountain View Ave.
San Bernardino, CA 92415

District Attorney,
San Diego County
330 W. Broadway, Rm. 1300
San Diego, CA 92101

District Attorney,
San Francisco County
850 Bryant St., Rm. 322
San Francisco, CA 94103

District Attorney,
San Joaquin County
P.O. Box 990
Stockton, CA 95201

District Attorney,
San Luis Obispo County
1035 Palm St. Rm. 450
San Luis Obispo, CA 93408

District Attorney,
San Mateo County
400 County Ctr., 3rd Fl.
Redwood City, CA 94063

District Attorney,
Santa Barbara County
1112 Santa Barbara St.
Santa Barbara, CA 93101

District Attorney,
Santa Clara County
70 West Hedding St.
San Jose, CA 95110
[illegible]

District Attorney,
Santa Cruz County
701 Ocean St., Rm. 200
Santa Cruz, CA 95060

District Attorney,
Shasta County
1355 West St.
Redding, CA 96001

District Attorney,
Sierra County
PO Box 457
Downieville, CA 95936

District Attorney,
Siskiyou County
P.O. Box 986
Yreka, CA 96097

District Attorney,
Solano County
675 Texas St., Ste. 4500
Fairfield, CA 94533

District Attorney,
Sonoma County
600 Administration Dr.,
Rm. 212J
Santa Rosa, CA 95403
[illegible]

District Attorney,
Stanislaus County
832 12th St., Ste. 300
Modesto, CA 95353

District Attorney,
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446 Second St.
Yuba City, CA 95991

District Attorney,
Tehama County
P.O. Box 519
Red Bluff, CA 96080

District Attorney,
Trinity County
P.O. Box 310
Weaverville, CA 96093

District Attorney,
Tulare County
221 S. Mooney Ave., Rm. 224
Visalia, CA 93291
[illegible]

District Attorney,
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423 N. Washington St.
Sonora, CA 95370

District Attorney,
Ventura County
800 S. Victoria Ave.
Ventura, CA 93009
[illegible]

District Attorney, Yolo County
301 2nd St.
Woodland, CA 95695
[illegible]

District Attorney, Yuba County
215 Fifth St., Ste. 152
Marysville, CA 95901

Los Angeles City Attorney's
Office
City Hall East
200 N. Main St., Rm. 800
Los Angeles, CA 90012

Office of the City Attorney
City of Sacramento
915 I St., 4th Fl.
Sacramento, CA 95814

San Diego City Attorney's
Office
1200 3rd Ave., Ste. 1620
San Diego, CA 92101

San Francisco City Attorney's
Office
City Hall, Rm. 234
1 Dr. Carlton B Goodlett Place
San Francisco, CA 94102

San Jose City Attorney's Office
200 E. Santa Clara St.,
16th Fl.
San Jose, CA 95113

EXHIBIT B

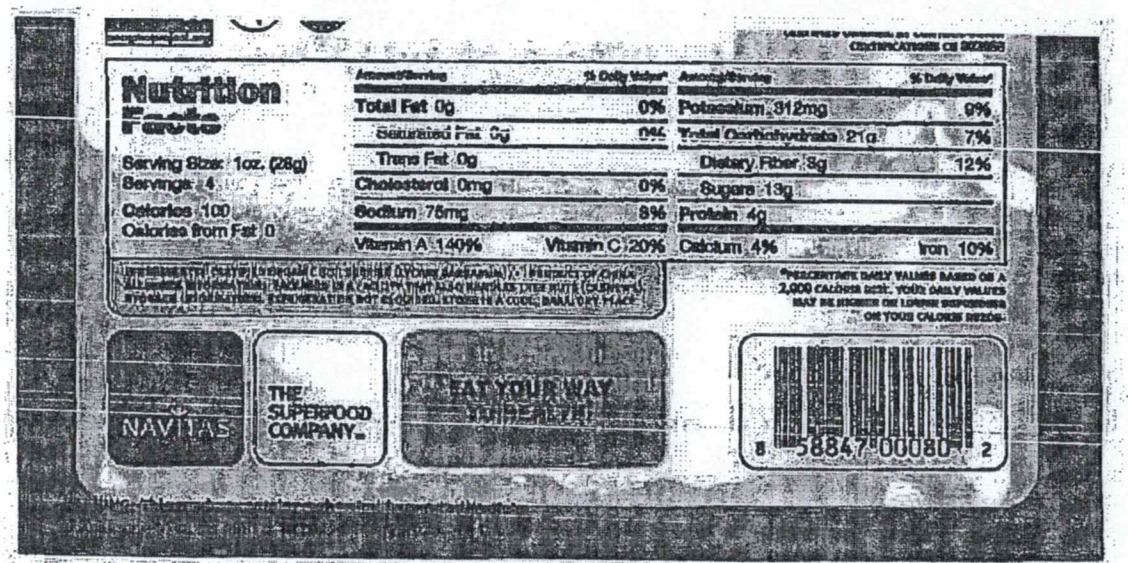
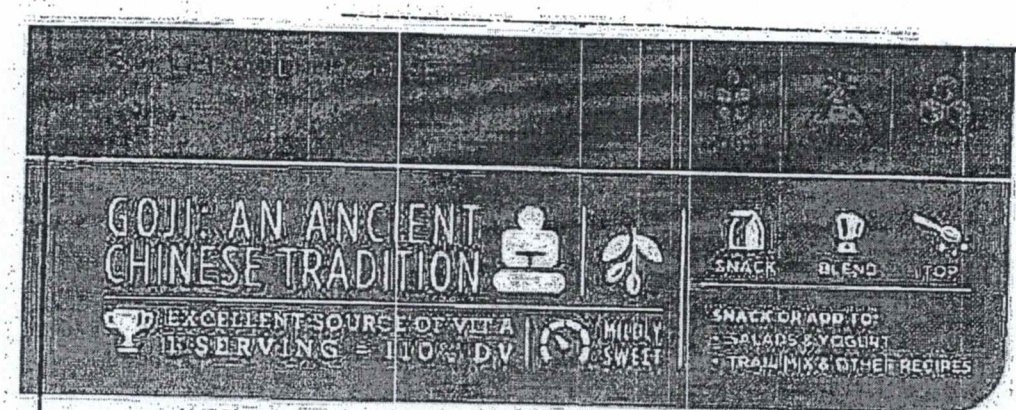

Nutrition Facts
Serving Size 1oz. (28g)
Servings 4
Calories 100
Calories from Fat 0
Amount/Serving
% Daily Value*
Total Fat 0g 0%
Saturated Fat 0g 0%
Trans Fat 0g
Cholesterol 0mg 0%
Sodium 75mg 3%
Vitamin A 140% Vitamin C 20%
Amount/Serving
% Daily Value*
Potassium 312mg 9%
Total Carbohydrate 21g 7%
Dietary Fiber 3g 12%
Sugars 13g
Protein 4g
Calcium 4% Iron 10%
*PERCENTAGE DAILY VALUES BASED ON A 2,000 CALORIE DIET. YOUR DAILY VALUES MAY BE HIGHER OR LOWER DEPENDING ON YOUR CALORIE NEEDS:
NAVITAS
THE SUPERFOOD COMPANY.
EAT YOUR WAY TO HEALTH!
8 58847 00080 2

EXHIBIT C



Go after each day with passion and drive.

Super-simple, super-nutritious superfoods give you the energy you need to live each day to the fullest.

In fact, Navitas (Nuh-vee-tus) is Latin for 'energy.' We search the globe for the highest-quality organic superfoods to keep you energized. What's more, we work hard to power the positive in all we do as a company, celebrating healthy foods and supporting sustainable causes.

Navitas. Live Life Positive.™

NAVITAS™ ORGANICS

NAVITASORGANICS.COM

ORGANIC - NON-GMO - KOSHER - GLUTEN-FREE - VEGAN

Distributed by Navitas Organics, Novato, CA, USA 94949.
Certified Organic by Control Union Certifications CU 802080
BPA Free

WARNING: This product contains chemicals known to the state of California to cause birth defects or other reproductive harm.

Nutrition Facts

about 8 servings per container
Serving size **3 tbsp (30g)**

Amount per serving
Calories **110**

	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 160mg	7%
Total Carbohydrate 23g	8%
Dietary Fiber 4g	14%
Total Sugars 13g	
Includes 0g Added Sugars	0%
Protein 4g	
Vitamin D 0mcg	0%
Calcium 23mg	2%
Iron 3mg	15%
Potassium 330mg	8%
Vitamin A 961mcg	110%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: Certified organic goji berries (Lycium barbarum)

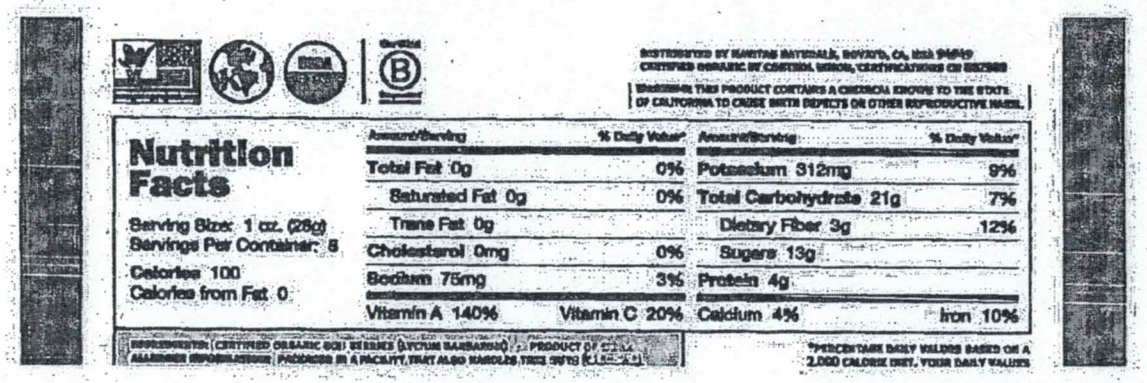
Product of China.

STORAGE INFORMATION: Refrigeration not required. Store in a cool, dark, dry place.

SERVING SUGGESTION: 1 serving per day.

Positive Mind — Positive Vibes — Positive Life

5884700070



DISTRIBUTED BY [illegible] MATERIALS, BOULDER, CO, USA 80919
CERTIFIED ORGANIC BY CERTIFICATIONS OR ERTIFIED

WARNING: THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

Nutrition Facts

Serving Size: 1 oz. (28g)
Servings Per Container: 8

Calories 100
Calories from Fat 0

Amount/Serving	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 75mg	3%
Vitamin A 140%	Vitamin C 20%

Amount/Serving	% Daily Value*
Potassium 312mg	9%
Total Carbohydrate 21g	7%
Dietary Fiber 3g	12%
Sugars 13g	
Protein 4g	
Calcium 4%	Iron 10%

INGREDIENTS: CERTIFIED ORGANIC GOJI BERRIES (LYCIUM BARBARUM) | PRODUCT OF CHINA
ALLERGENS INFORMATION: PACKAGED IN A FACILITY THAT ALSO HANDLES TREE NUTS [illegible]

*PERCENTAGE DAILY VALUES BASED ON A 2,000 CALORIE DIET. YOUR DAILY VALUES