



14106092

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED
ALAMEDA COUNTY

MAY 31 2019

CLERK OF THE SUPERIOR COURT
By *C. [Signature]* Deputy

APR 04 2019

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

COMMUNITY SCIENCE INSTITUTE,

Plaintiff,

v.

PLUM, INC. dba PLUM ORGANICS and
PLUM, PBC,

Defendants.

Case No.: RG19005420

STIPULATED CONSENT JUDGMENT

1. DEFINITIONS

1.1. The "Complaint" means the operative complaint in the above-captioned matter.

1.2. "Covered Products" means the following products: (i) 2 Grow Well Tummy Prune, Pear, Peach & Pumpkin with Chia; (ii) Mighty Dinos - Cheddar Organic Baked Crackers; (iii) Mighty Sticks Berry Beet Whole Grain Snacks; (iv) Mighty Snack Bars – Strawberry; (v) Mighty Sticks Apple Carrot Whole Grain Snacks; (vi) Mighty Snack Bars – Blueberry; and (vii) Little Yums - Pumpkin & Banana Organic Teething Wafers.

1.3. The "Effective Date" of this Stipulated Consent Judgment ("Consent Judgment") is the date the Court approves and enters this Consent Judgment.

1.4. The "Compliance Date" is the date that is four (4) months after the Effective Date.

1 **2. INTRODUCTION**

2 2.1. The Parties to this Consent Judgment are Plaintiff Community Science Institute
3 (“CSI”) and Defendants Plum, Inc., dba Plum Organics and Plum PBC (collectively, “Plum”). CSI
4 and Plum (collectively, the “Parties” and individually, a “Party”) enter into this Consent Judgment
5 to settle certain claims asserted by CSI against Plum as set forth in the Complaint.

6 2.2. CSI is an unincorporated association whose mission is to unite consumers and
7 industrial neighbors to reform government and industry practices for a toxic free future.

8 2.3. Plum manufactures, distributes, and/or sells the Covered Products.

9 2.4. On May 16, 2018, CSI served a 60-day Notice of Violation of Proposition 65 on the
10 California Attorney General, the District Attorneys of every county in California, the City Attorneys
11 of every California city with a population greater than 750,000, and to Plum, alleging that Plum
12 violated Proposition 65 by exposing persons in California to acrylamide contained in Covered
13 Products without first providing a clear and reasonable Proposition 65 warning (the “Notice”). A
14 true and correct copy of the Notice is attached hereto as Exhibit A.

15 2.5. Based on information exchanged between the Parties, CSI agrees not to dispute that
16 the following Covered Products comply with Proposition 65: Mighty Snack Bars – Strawberry,
17 Mighty Snack Bars – Blueberry, and Little Yums - Pumpkin & Banana Organic Teething Wafers.

18 2.6. More than 60 days have passed since the Notice was served on the Attorney General,
19 public enforcers, and Plum and no designated governmental entity has filed a complaint against
20 Plum with regard to the Covered Products or the alleged violations.

21 2.7. For purposes of this Consent Judgment only, the Parties stipulate that this Court has
22 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
23 over Plum as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
24 and that this Court has jurisdiction to enter and enforce this Consent Judgment as a full and final
25 resolution of all claims which were or could have been raised in the Complaint based on the facts
26 alleged therein and in the Notices with respect to Covered Products manufactured, distributed,
27 and/or sold by or on behalf of Plum.

28

1 2.8. Plum denies the allegations in the Notice and Complaint, and nothing in this Consent
2 Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of law,
3 issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be
4 construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of
5 law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy,
6 argument, or defense the Parties may have in any other pending or future legal proceedings. This
7 Consent Judgment is the product of negotiation and compromise and is accepted by the Parties
8 solely for purposes of settling, compromising, and resolving issues disputed in this action.

9 **3. PLUM'S DUTIES**

10 3.1. Beginning on the Compliance Date, Plum shall not manufacture, or purchase from
11 another manufacturer, for "Distribution in California" the following products: 2 Grow Well
12 Tummy Prune, Pear, Peach & Pumpkin with Chia, Mighty Dinos – Cheddar Organic Baked
13 Crackers, Mighty Sticks Berry Beet Whole Grain Snacks, and Mighty Sticks Apple Carrot Whole
14 Grain Snacks (the "Discontinued Products").

15 3.2. As used in this Consent Judgment, the term "Distribution in California" shall mean
16 to directly ship a Discontinued Product into California for sale in California or to sell a
17 Discontinued Product to a distributor that Plum knows or has reason to know will sell the
18 Discontinued Product in California.

19 **4. SETTLEMENT PAYMENT**

20 4.1. **Total Settlement Amount.** In full satisfaction of all potential civil penalties,
21 additional settlement payments, attorney's fees and costs (including, but not limited to, fees and
22 costs incurred by attorneys, experts, and investigators), Plum shall make a total payment of
23 \$125,000 ("Total Settlement Amount") to CSI within fifteen (15) calendar days of the Effective
24 Date ("Due Date"). Plum shall make this payment by a check made payable to Lozeau Drury LLP
25 and delivered to Lozeau Drury LLP, 410 12th Street, Suite 250, Oakland, California 94607.
26 The Total Settlement Amount shall be apportioned as follows:

27 4.2. **Allocation of Payments.** The Total Settlement Amount shall be allocated as
28 follows:

1 4.2.1. **Civil Penalty.** \$48,715.05 shall be considered a civil penalty pursuant to
2 California Health and Safety Code section 25249.7(b)(1). CSI shall remit 75% (\$36,749.95) of the
3 civil penalty to the Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in
4 the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and
5 Safety Code section 25249.12(c). CSI will retain the remaining 25% (\$11,965.10) of the civil
6 penalty.

7 4.2.2. **Additional Settlement Payment.** \$36,749.95 shall be considered an
8 Additional Settlement Payment (“ASP”) pursuant to Health & Safety Code § 25249.7(b), and
9 California Code of Regulations, Title 11, § 3204. These funds shall be distributed as follows:

10 4.2.2.1. **Clean Label Project.** \$27,006.94 of the ASP funds shall be
11 distributed to the Clean Label Project (“CLP”), a nonprofit focused on health and transparency in
12 consumer product labeling. CLP will utilize the ASP for activities that address the same public
13 harm as allegedly caused by Defendant in this matter. These activities are detailed below and
14 support CLP’s overarching goal of health and transparency in consumer product labeling and its
15 vision is to reduce contamination across all consumer products. CLP will restrict use of the ASP
16 received from this Consent Judgment to the following purposes:

17 4.2.2.2. ASP funds will be used by CLP for research and educational
18 purposes associated with reducing or remediating exposures to acrylamide and other toxic
19 chemicals contained in consumer products sold in California and/or to increase consumer awareness
20 of the health hazards posed by acrylamide and other toxic chemicals in consumer products sold in
21 California and how such hazards may be mitigated. Specifically, CLP will use the ASP funds to
22 support its activities that educate the public about the potential harms of acrylamide and other toxic
23 chemicals in food and ways to reduce those harms. As part of these educational efforts, CLP will
24 create infographics that explain in an easy to understand manner the hazards of acrylamide and
25 other toxic chemicals, and ways to reduce those hazards. In addition, CLP will also present this
26 information through webinars for California residents. In addition, CLP will use the ASP funds to
27 test additional products and create a California-specific webpage analyzing toxic chemical levels of
28 products sold in California.

1 4.2.2.3. CLP's activities will have a direct and primary effect within
2 the State of California because they funds will be used to educate California consumers about the
3 harms of acrylamide and other toxic contaminants contained in foods, and ways to reduce those
4 hazards. CLP's activities will also have a direct and primary effect within the State of California
5 because CLP will create a web page that specifically analyzes Proposition 65 toxic contaminants in
6 foods and other products that are sold in California.

7 4.2.2.4. CLP shall be fully accountable in that it will maintain
8 adequate records to document and will be able to demonstrate how the ASP funds will be spent and
9 can assure that the funds are being spent only for the proper, designated purposes described in this
10 Consent Judgment. CLP shall provide the Attorney General, within thirty days of any request,
11 copies of documentation demonstrating how such funds have been spent.

12 4.2.2.5. **Community Science Institute.** \$9,743.01 of the ASP funds
13 shall be distributed to Plaintiff CSI. CSI will restrict use of the ASP received from this Consent
14 Judgment to the following purposes:

15 4.2.2.6. CSI will use the funds to obtain, analyze, and test additional
16 food products that may contain acrylamide and other toxic chemicals and are sold to California
17 consumers, and investigate those companies that are manufacturing and selling those products that
18 violate Proposition 65. CSI's use of the ASP funds will have a direct and primary effect within the
19 State of California because California consumers will be benefitted by the reduction and/or
20 elimination of exposure to acrylamide and/or other toxic chemicals in food products by providing
21 clear and reasonable warnings to California consumers prior to ingestion of the products.

22 4.2.2.7. CSI shall be held fully accountable in that it will maintain
23 adequate records to document and will be able to demonstrate how the ASP funds will be spent and
24 can assure that the funds are being spent only for the proper, designated purposes described in this
25 Consent Judgment. CSI shall provide the Attorney General, within thirty days of any request,
26 copies of documentation demonstrating how such funds have been spent.

27
28

1 4.2.3. **Attorneys' Fees.** \$39,535.00 shall be distributed to Lozeau Drury LLP as
2 reimbursement of CSI's attorney's fees and reasonable costs incurred in bringing this action.
3 Except as explicitly provided herein, each Party shall bear its own fees and costs.

4 **5. ENFORCEMENT**

5 5.1. In the event that Plum fails to remit the Total Settlement Amount owed under
6 Section 4 of this Consent Judgment on or before the Due Date, Plum shall be deemed to be in
7 material breach of its obligations under this Consent Judgment. CSI shall provide written notice of
8 the delinquency to Plum via electronic mail. If Plum fails to deliver the Total Settlement Amount
9 within five (5) days from the written notice, the Total Settlement Amount shall accrue interest at the
10 statutory judgment interest rate provided in the California Code of Civil Procedure section 685.010.

11 5.2. The Parties agree that any legal action to enforce this Consent Judgment shall be
12 brought in Alameda County Superior Court. The Parties agree that Alameda County Superior Court
13 has subject matter jurisdiction over the enforcement of this Consent Judgment and personal
14 jurisdiction over Plum, and that venue is proper in Alameda County.

15 5.3. If CSI purchases a Discontinued Product in California that has a best-by or sell-by
16 (or equivalent) date or other code that reflects that the Discontinued Product was manufactured by
17 or for Plum on or after the Compliance Date, or if the manufacture date is not apparent from the
18 label, CSI shall inform Plum in a reasonably prompt manner, including information sufficient to
19 permit Plum to identify the alleged violation of this Consent Judgment. Plum shall, within thirty
20 (30) days following such notice, provide CSI with documentation that the Discontinued Products
21 are in fact being discontinued in the State of California or other information to demonstrate that
22 Plum is in compliance with the terms of this Consent Judgment. The Parties shall first attempt to
23 resolve the matter prior to CSI taking any further legal action.

24 5.4. Any Party that fails to meet and confer or otherwise attempt in good faith to resolve
25 any dispute arising under this Consent Judgment prior to seeking judicial enforcement, shall forfeit
26 any attorney's fees and cost to which that Party may otherwise be entitled.

27
28

1 **6. APPLICATION**

2 6.1 This Consent Judgment may apply to, be binding upon, and benefit the Parties and
3 their respective officers, directors, attorneys, shareholders, employees, agents, parent companies,
4 subsidiaries, divisions, franchisees, licensees, customers (excluding private labelers), distributors,
5 wholesalers, retailers, predecessors, successors, and assigns. This Agreement shall have no
6 application to any Covered Product which is distributed or sold outside the State of California.

7 **7. BINDING EFFECT; CLAIMS COVERED AND RELEASED**

8 7.1. This Consent Judgment is a full, final, and binding resolution between CSI, on behalf
9 of itself and in the public interest, and Plum and its officers, directors, shareholders, employees,
10 agents, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers,
11 manufacturers, distributors, wholesalers, retailers, and all other upstream and downstream entities in
12 the distribution chain of any Covered Product, and the predecessors, successors, and assigns of any
13 of them (collectively, "Released Parties"). CSI, on behalf of itself and in the public interest, hereby
14 fully releases and discharges the Released Parties from any and all claims, actions, causes of action,
15 suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have
16 been asserted from the handling, use, or consumption of the Covered Products, as to any alleged
17 violation of Proposition 65 or its implementing regulations arising from the failure to provide
18 Proposition 65 warnings on the Covered Products regarding acrylamide for Discontinued Products
19 manufactured, distributed, or sold prior to the Compliance Date.

20 7.2. CSI, on behalf of itself, hereby fully releases and discharges the Released Parties
21 from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties,
22 fees, costs, and expenses asserted, or that could have been asserted from the handling, use, or
23 consumption of the Covered Products, as to any alleged violation of Proposition 65 or its
24 implementing regulations arising from the failure to provide Proposition 65 warnings on the
25 Covered Products regarding acrylamide for Covered Products manufactured, distributed, or sold
26 prior to the Compliance Date.

27 7.3. CSI and Plum each waive and release any and all claims they may have against each
28 other for all actions or statements made or undertaken in the course of seeking or opposing

1 enforcement of Proposition 65 in connection with the claims in the Notice and Complaint with
2 respect to Covered Products manufactured, distributed, or sold prior to the Compliance Date,
3 provided, however, that nothing in Section 7 shall affect or limit any Party's right to seek to enforce
4 the terms of this Consent Judgment.

5 7.4. It is possible that other claims not known to the Parties, arising out of the facts
6 alleged in the Notice or Complaint, and relating to the Covered Products, will develop or be
7 discovered. CSI on behalf of itself only, and Plum, on behalf of itself only, acknowledge that this
8 Consent Judgment is expressly intended to cover and include all such claims up through and
9 including the Effective Date, including all rights of action therefore. CSI and Plum acknowledge
10 that the claims released in Sections 7.2 and 7.3 above may include unknown claims, and
11 nevertheless waive California Civil Code section 1542 as to any such unknown claims. California
12 Civil Code section 1542 reads as follows:

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

18 CSI on behalf of itself only, and Plum on behalf of itself only, acknowledge and understand the
19 significance and consequences of this specific waiver of California Civil Code section 1542.

20 7.5. Compliance with the terms of this Consent Judgment shall be deemed to constitute
21 compliance with Proposition 65 by any Released Party regarding alleged exposures to acrylamide in
22 the Covered Products manufactured, distributed, or sold on or after the Compliance Date. Nothing
23 in this Consent Judgment is intended to apply to any occupational or environmental exposures
24 arising under Proposition 65, nor shall it apply to any of Plum's products other than the Covered
25 Products.

26 **8. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

27 8.1 In the event that any of the provisions of this Agreement are held by a court to be
28 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

1 **9. GOVERNING LAW**

2 9.1 The terms and conditions of this Consent Judgment shall be governed by and
3 construed in accordance with the laws of the State of California.

4 **10. MODIFICATION**

5 10.1. This Consent Judgment after its entry by the Court may be modified upon written
6 agreement of the Parties and upon entry of a modified Consent Judgment by the Court thereon.

7 10.2. Plum may request that CSI agree to modify this Consent Judgment to substitute an
8 acrylamide concentration standard that CSI agrees to in a future consent judgment or settlement
9 agreement applicable to products manufactured by other companies that are similar to the
10 Discontinued Products. If a dispute should arise concerning the applicability of this provision, then
11 the Parties shall meet and confer in good faith to attempt to resolve the dispute, but if it cannot be
12 resolved in that manner, either Party may present the dispute to the Alameda County Superior Court
13 for resolution.

14 10.3. If a final decision of a court determines that warnings for acrylamide exposures or
15 that enforcement of Proposition 65 claims for acrylamide exposures are preempted or otherwise
16 unlawful or unconstitutional with respect to products similar to the Discontinued Products, then
17 Plum may request that CSI agree to modify this Consent Judgment to conform to such ruling in
18 order to avoid unfair, inconsistent, or anti-competitive results. If a dispute should arise concerning
19 the applicability of this provision, then the Parties shall meet and confer in good faith to attempt to
20 resolve the dispute, but if it cannot be resolved in that manner, either Party may present the dispute
21 to the Alameda County Superior Court for resolution.

22 10.4. If there is any other change in law for which Plum believes a modification to this
23 Consent Judgment is appropriate, then Plum may request that CSI agree to modify this Consent
24 Judgment accordingly. If a dispute should arise concerning the applicability of this provision, then
25 the Parties shall meet and confer in good faith to attempt to resolve the dispute, but if it cannot be
26 resolved in that manner, either Party may present the dispute to the Alameda County Superior Court
27 for resolution.

28

1 10.5. In any stipulated modification to the Consent Judgment, the Party requesting the
2 modification shall prepare the draft motion or application to modify the Consent Judgment.

3 **11. PROVISION OF NOTICE**

4 11.1. All notices required to be given to either Party to this Consent Judgment by the other
5 shall be in writing and sent to the following agents listed below via email and first-class mail.

6 **For Community Science Institute:**

7 Rebecca L. Davis
8 LOZEAU | DRURY LLP
9 410 12th Street, Suite 250
10 Oakland, CA 94607
11 Ph: 510-836-4200
12 Fax: 510-836-4205
13 Email: rebecca@lozeaudrury.com

14 **For Plum:**

15 Sarah Esmaili
16 ARNOLD & PORTER
17 Three Embarcadero Center, 10th Floor
18 San Francisco, CA 94111
19 Telephone: (415) 471-3283
20 Facsimile: (415) 471-3400
21 Email: sarah.esmaili@arnoldporter.com

22 **12. EXECUTION AND COUNTERPARTS**

23 12.1. This Consent Judgment may be executed in counterparts, which taken together shall
24 be deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as
25 valid as the original signature.

26 **13. DRAFTING**

27 13.1. The terms of this Consent Judgment have been reviewed by the respective counsel
28 for each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms
and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
and no provision of this Consent Judgment shall be construed against any Party, based on the fact
that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any

1 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated
2 equally in the preparation and drafting of this Consent Judgment.

3 **14. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

4 14.1. If a dispute arises with respect to either Party's compliance with the terms of this
5 Consent Judgment, the Parties shall meet and confer in person, by telephone, and/or in writing and
6 endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the
7 absence of such a good faith attempt to resolve the dispute beforehand.

8 **15. ENTIRE AGREEMENT, AUTHORIZATION**

9 15.1. This Consent Judgment contains the sole and entire agreement and understanding of
10 the Parties with respect to the entire subject matter herein, and any and all prior discussions,
11 negotiations, commitments, and understandings related hereto. No representations, oral or
12 otherwise, express or implied, other than those contained herein have been made by any Party. No
13 other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist
14 or to bind any Party.

15 15.2. Each signatory to this Consent Judgment certifies that he or she is fully authorized
16 by the Party he or she represents to stipulate to this Consent Judgment.

17 **16. COURT APPROVAL**


18 16.1. If this Consent Judgment is not entered by the Court, it shall be of no force or effect.
19 In that event, CSI and Plum agree that this Consent Judgment and any related negotiations are not
20 relevant to any Party's claims or defenses and may not be used as evidence in any action.

21 **17. RETENTION OF JURISDICTION**

22 17.1. This Court shall retain jurisdiction of this matter to implement or modify the Consent
23 Judgment.

24 **IT IS SO ORDERED, ADJUDGED,
25 AND DECREED**

26 Dated: May 31, 2019

27 
28 Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: January 24, 2019

**PLUM, INC. dba PLUM ORGANICS and
PLUM, PBC**

Mark Tumelty
Signature

MARK TUMELTY
Printed Name

VICE PRESIDENT - MARKETING
Title

Dated: Feb. 1, 2019

COMMUNITY SCIENCE INSTITUTE

Denny A. Larson
Signature

Denny Larson
Printed Name

Executive Director
Title

EXHIBIT A



T 510.836.4200
F 510.836.4205

410 12th Street, Suite 250
Oakland, Ca 94607

www.lozeaudrury.com
rebecca@lozeaudrury.com

May 16, 2018

To: Current President or CEO Plum, Inc. dba Plum Organics
Current President or CEO Plum, PBC
California Attorney General's Office
District Attorneys' Office for 58 counties
City Attorneys for San Francisco, San Diego, San Jose, and Los Angeles
(See attached Certificate of Service)

From: Community Science Institute

Re: Notice of Violations of California Health & Safety Code Section 25249.5 *et seq.*

Dear Addressees:

This firm represents Community Science Institute ("CSI") in connection with this Notice of Violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986, which is codified at California Health & Safety Code Section 25249.5 *et seq.* ("Proposition 65"). CSI is a fiscally sponsored project of the non-profit organization Social and Environmental Entrepreneurs. CSI's mission is to unite consumers and industrial neighbors to reform government and industry practices for a toxic free future. This letter serves to provide notification of these violations to you and to the public enforcement agencies of Proposition 65.

This letter constitutes notice that the entities listed below have violated and continue to violate provisions of Proposition 65. Specifically, the entities listed below have violated and continue to violate the warning requirement at § 25249.6 of the California Health & Safety Code, which provides that "[n]o person in the course of doing business shall knowingly and intentionally expose any individual to a chemical known to the state to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such individual..."

Violators: The names of the violators covered by this notice that violated Proposition 65 (hereinafter collectively referred to as the "Violators") are: Plum, Inc. dba Plum Organics, and Plum, PBC.

Listed Chemical: This violation involves exposure to the listed chemical acrylamide. On January 1, 1990, California officially listed acrylamide as a chemical known to the State of California to cause cancer. On February 25, 2011, California officially listed acrylamide as a chemical known to cause reproductive and developmental toxicity.

Consumer Products: The following specific products that are the subject of this notice are causing exposures in violation of Proposition 65 are:

1. 2 Grow Well Tummy Prune, Pear, Peach & Pumpkin with Chia
2. Mighty Dinos - Cheddar Organic Baked Crackers
3. Mighty Sticks Berry beet white grain snacks
4. Mighty snack bars strawberry
5. Mighty Sticks Apple Carrot white grain snacks
6. Mighty Snack Bars – Blueberry
7. Little Yums - Pumpkin & Banana Organic Teething Wafers

Violation: The alleged Violators knowingly and intentionally exposed and continue to expose consumers within the State of California to acrylamide without providing a Proposition 65 warning. The Violators have manufactured, marketed, distributed, and/or sold the listed products, which have exposed and continue to expose numerous individuals within California to the identified chemical, acrylamide.

Route of Exposure: Use of the products identified in this notice results in human exposures to acrylamide. The primary route of exposure is ingestion, but may also occur through inhalation and/or dermal contact.

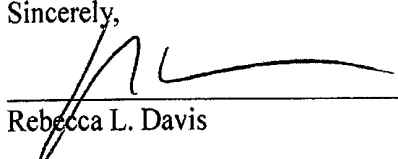
Duration of Violation: The violations have been occurring since at least May 15, 2015, and are ongoing.

A summary of Proposition 65, prepared by the California Office of Environmental Health Hazard Assessment, is enclosed with the copy of this letter sent to the Violators.

Pursuant to California Health & Safety Code § 25249.7(d), CSI intends to file a citizen enforcement action sixty days after effective service of this notice unless the Violators agree in an enforceable written agreement to: (1) reformulate the listed products so as to eliminate further exposures to the identified chemicals; (2) pay an appropriate civil penalty; and (3) provide clear and reasonable warnings compliant with Proposition 65 to all persons located in California who purchased the above products in the last three years. Consistent with the public interest goals of Proposition 65 and my client's objectives in pursuing this notice, CSI is interested in seeking a constructive resolution to this matter. Such resolution will avoid both further unwarned consumer exposures to the identified chemical and expensive and time consuming litigation.

CSI's Executive Director is Denny Larson, and is located at 6263 Bernhard Avenue, Richmond, California 94805, Tel. 415-845-4705. CSI has retained my firm in connection with this matter. Please direct all questions concerning this notice to me, Rebecca Davis (rebecca@lozeaudrury.com), Lozeau Drury LLP, 410 12th Street, Suite 250, Oakland, California 94607, (510) 836-4200.

Sincerely,



Rebecca L. Davis

Attachments: Certificate of Merit
Certificate of Service
OEHHA Summary (to Violators and their Registered Agents for Service of Process only)
Additional Supporting Information for Certificate of Merit (to AG only)

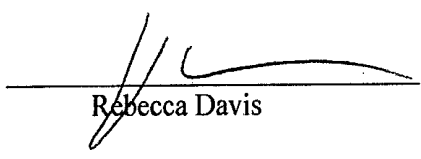
CERTIFICATE OF MERIT

**Re: Community Science Institute's Notice of Proposition 65 Violations by Plum,
Inc. dba Plum Organics**

I, Rebecca Davis, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged that 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, Community Science Institute.
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 chemical that is the subject of the notice.
4. Based on the information obtained through those consultants and 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(s) 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, additional factual information sufficient to establish the basis for this certificate has been served on the Attorney General, 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 16, 2018



Rebecca Davis

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 old, and am not a party to the within action. My business address is 410 12th Street, Suite 250, Oakland, California 94607, in Alameda County, where the mailing occurred.

On May 16, 2018, I served the following documents: **(1) NOTICE OF VIOLATIONS OF THE CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; (2) CERTIFICATE OF MERIT; (3) THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY** on the following entities by placing a true and correct copy thereof in a sealed envelope with postage fully prepaid for delivery by Certified Mail, addressed to the entity listed below, and placing the envelope for collection and mailing, following our 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.

CT Corporation System (C0168406)
Registered Agent for Service of Process for
Plum Inc. dba Plum Organics
818 West Seventh St., Suite 930
Los Angeles, CA 90017

The Corporation Trust Company
Registered Agent for Service of Process for
Plum, PBC
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

President or CEO
Plum, Inc. dba Plum Organics
1485 Park Avenue, Suite 101
Emeryville, CA 94608

President or CEO
Plum, PBC
1485 Park Ave., Suite 101
Emeryville, CA 94608

On May 16, 2018, I served the following documents **(1) NOTICE OF VIOLATIONS OF THE CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; (2) CERTIFICATE OF MERIT; (3) ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE § 25249.7(d)(1)** on the following party when a true and correct copy thereof was uploaded 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 May 16, 2018, I served the following documents **(1) NOTICE OF VIOLATIONS OF THE CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; (2) CERTIFICATE OF MERIT** were served on the following parties when a true and correct copy thereof was sent

via electronic mail to the party listed below:

Stacey Grassini, Deputy District Attorney
Contra Costa County
900 Ward Street
Martinez, CA 94553
sgrassini@contracostada.org

Michelle Latimer, Program Coordinator
Lassen County
220 S. Lassen Street
Susanville, CA 96130
mlatimer@co.lassen.ca.us

Dije Ndreu, Deputy District Attorney
Monterey County
1200 Aguajito Road
Monterey, CA 93940
Prop65DA@co.monterey.ca.us

Allison Haley, District Attorney
Napa County
931 Parkway Mall
Napa, CA 94559
CEPD@countyofnapa.org

Paul E. Zellerbach, District Attorney
Riverside County
3072 Orange Street
Riverside, CA 92501
Prop65@rivcoda.org

Anne Marie Schubert, District Attorney
Sacramento County
901 G Street
Sacramento, CA 95814
Prop65@sacda.org

Gregory Alker, Assistant District Attorney
San Francisco County
732 Brannan Street
San Francisco, CA 94103
gregory.alker@sfgov.org

Yen Dang, Supervising Deputy District Attorney
Santa Clara County
70 W Hedding St
San Jose, CA 95110
EPU@da.sccgov.org

Stephan R. Passalacqua, District Attorney
Sonoma County
600 Administration Dr
Sonoma, CA 95403
jbarnes@sonoma-county.org

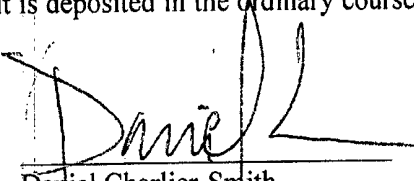
Phillip J. Cline, District Attorney
Tulare County
221 S Mooney Blvd
Visalia, CA 95370
Prop65@co.tulare.ca.us

Gregory D. Totten, District Attorney
Ventura County
800 S Victoria Ave
Ventura, CA 93009
daspecialops@ventura.org

Jeff W. Reisig, District Attorney
Yolo County
301 Second Street
Woodland, CA 95695
cfepd@yolocounty.org

On May 16, 2018, I served the following documents **(1) NOTICE OF VIOLATIONS OF THE CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.;** **(2) 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 with postage fully prepaid for delivery by First Class Mail, addressed to each of the entities on the Service List attached hereto, and placing the envelope for collection and mailing, following our 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.

Executed on May 16, 2018, 2018, in Oakland, California.


Daniel Charlier-Smith

Service List

District Attorney
Alameda County
1225 Fallon Street, Suite 900
Oakland, CA 94612

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

District Attorney
Amador County
708 Court Street
Jackson, CA 95642

District Attorney
Butte County
25 County Center Drive,
Suite 245
Oroville, CA 95965

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

District Attorney
Colusa County
346 Fifth Street Suite 101
Colusa, CA 95932

District Attorney
Del Norte County
450 H Street, Room 171
Crescent City, CA 95531

District Attorney
El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney
Fresno County
2220 Tulare Street, Suite 1000
Fresno, CA 93721

District Attorney
Glenn County
Post Office Box 430
Willows, CA 95988

District Attorney
Humboldt County
825 5th Street 4th Floor
Eureka, CA 95501

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

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

District Attorney
Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

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

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

District Attorney
Los Angeles County
210 West Temple Street,
Suite 18000
Los Angeles, CA 90012

District Attorney
Madera County
209 West Yosemite Avenue
Madera, CA 93637

District Attorney
Marin County
3501 Civic Center Drive,
Room 130
San Rafael, CA 94903

District Attorney
Mariposa County
Post Office Box 730
Mariposa, CA 95338

District Attorney,
Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney
Merced County
550 W. Main Street
Merced, CA 95340

District Attorney
Modoc County
204 S Court Street, Room
202
Alturas, CA 96101-4020

District Attorney
Mono County
Post Office Box 617
Bridgeport, CA 93517

District Attorney
Nevada County
201 Commercial Street
Nevada City, CA 95959

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

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

District Attorney
Plumas County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney
San Benito County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney
San Bernardino County
316 N. Mountain View Avenue
San Bernardino, CA 92415-
0004

District Attorney
San Diego County
330 West Broadway, Suite
1300
San Diego, CA 92101

District Attorney
San Joaquin County
222 E. Weber Ave. Rm. 202
Stockton, CA 95202

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

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

District Attorney
Santa Barbara County
1112 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney
Santa Cruz County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney
Shasta County
1355 West Street
Redding, CA 96001

District Attorney
Sierra County
PO Box 457
Downieville, CA 95936

District Attorney
Siskiyou County
Post Office Box 986
Yreka, CA 96097

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

District Attorney
Stanislaus County
832 12th Street, Ste 300
Modesto, CA 95354

District Attorney
Sutter County
446 Second Street
Yuba City, CA 95991

District Attorney
Tehama County
Post Office Box 519
Red Bluff, CA 96080

District Attorney
Trinity County
Post Office Box 310
Weaverville, CA 96093

District Attorney
Tuolumne County
423 N. Washington Street
Sonora, CA 95370

District Attorney
Yuba County
215 Fifth Street, Suite 152
Marysville, CA 95901

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

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

San Francisco, City Attorney
City Hall, Room 234
1 Dr Carlton B Goodlett PL
San Francisco, CA 94102

San Jose City Attorney's
Office
200 East Santa Clara Street,
16th Floor
San Jose, CA 95113

Napa County District
Attorney's Office
1127 First Street, Ste. C
Napa, CA 94559