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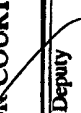
By  Deputy

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**SEQUEL NATURALS ULC**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF ALAMEDA**

COMMUNITY SCIENCE INSTITUTE, a  
 non-profit association,

Plaintiff,

vs.

SEQUEL NATURALS ULC, a Canadian  
 unlimited liability corporation,

Defendant.

Case No. RG18909334

Assigned For All Purposes to The Honorable  
 Brad Seligman—Department 23

**STIPULATED CONSENT JUDGMENT**

Health & Safety Code § 25249.5 *et seq.*

Case Filed: June 16, 2018

First Amend. Comp. Filed: August 6, 2018

Trial Date: None Set

1     **1. INTRODUCTION**

2           **1.1**     On June 16, 2018, Plaintiff Community Science Institute ("CSI"), a non-profit  
3 association, as a private enforcer and in the public interest, initiated this action by filing a  
4 Complaint for Injunctive Relief and Civil Penalties pursuant to the provisions of California  
5 Health and Safety Code section 25249.5 *et seq.* ("Proposition 65"), against Sequel Naturals  
6 ULC ("Sequel" or "Defendant"), and Sequel Naturals Ltd.

7           **1.2**     CSI's June 16, 2018 complaint was based on allegations contained in CSI's  
8 Notice of Violation ("NOV") dated March 30, 2018 that was served on the California Attorney  
9 General, other public enforcers, Sequel, and Sequel Naturals Ltd. A true and correct copy of the  
10 March 30, 2018 NOV is attached as **Exhibit A** to this Consent Judgment and incorporated  
11 herein by reference.

12           **1.3**     On August 6, 2018, CSI filed a First Amended Complaint against Sequel,  
13 Sequel Naturals Ltd., and The WhiteWave Foods Company based on the allegations in CSI's  
14 March 30, 2018 NOV and a January 18, 2018 NOV that was served on the California Attorney  
15 General, other public enforcers, and The WhiteWave Foods Company. A true and correct copy  
16 of the January 18, 2018 NOV is attached as **Exhibit B** to this Consent Judgment and  
17 incorporated herein by reference.

18           **1.4**     On January 23, 2019, Sequel Naturals Ltd. and The WhiteWave Foods  
19 Company were dismissed from this action without prejudice.

20           **1.5**     CSI filed the operative Second Amended Complaint (the "Complaint") against  
21 Defendant based on the allegations contained in CSI's March 30, 2018 NOV, and January 18,  
22 2018 NOV, and a November 1, 2019 NOV served on the California Attorney General, other  
23 public enforcers, and Defendant (collectively, the "NOVs"). A true and correct copy of the  
24 November 1, 2019 NOV is attached as **Exhibit C** to this Consent Judgment and incorporated  
25 herein by reference.

26           **1.6**     CSI alleges products manufactured, distributed, or sold by Defendant contain  
27 the chemicals lead and cadmium, which are listed under Proposition 65 as carcinogens and/or  
28 reproductive toxins, and expose consumers to lead and/or cadmium at levels which require a

1 Proposition 65 warning. The products (herein individually a "Covered Product" or collectively  
2 the "Covered Products") are all Vega powders, including powder supplements, shakes,  
3 including shake powders and ready-to-drink products, protein bars, and protein snacks.  
4 Attached hereto as Exhibit D is a non-exhaustive list of exemplar Vega products subject to the  
5 Consent Judgment.

6       **1.7** Defendant denies all material and factual allegations in, or that arise from, CSI's  
7 NOVs and the Complaint and asserts it has affirmative defenses to CSI's claims. Defendant  
8 further specifically denies that CSI or California consumers have been harmed or damaged by  
9 its alleged conduct or the Covered Products or other products Defendant sold or sells.  
10 Defendant asserts that the lead and cadmium in the Covered Products are naturally occurring as  
11 the result of natural geological and plant processes. Defendant and CSI each reserve all rights  
12 to allege additional facts, claims, and affirmative defenses if this Consent Judgment is not  
13 approved.

14       **1.8** CSI and Defendant are hereinafter referred to individually as a "Party" or  
15 collectively as the "Parties."

16       **1.9** CSI is an unincorporated association whose mission is to unite consumers and  
17 industrial neighbors to reform government and industry practices for a toxic-free future.

18       **1.10** For purposes of this Consent Judgment, the Parties agree that Defendant is a  
19 business entity that has employed ten or more persons at all times relevant to this action, and  
20 Defendant qualifies as a "person in the course of doing business" within the meaning of  
21 Proposition 65. Further, for purposes of this Consent Judgment, the Parties agree that Defendant  
22 manufactures, distributes, and/or sells the Covered Products.

23       **1.11** Over 60 days have passed since the NOVs were served on the Attorney General,  
24 public enforcers, and Defendant, and no designated governmental entity has filed a complaint  
25 against Defendant with regard to the Covered Products or the violations alleged in the NOVs.

26       **1.12** CSI's NOVs and Complaint allege that use of the Covered Products expose  
27 persons in California to lead and/or cadmium without first providing clear and reasonable  
28 warnings in violation of California Health and Safety Code section 25249.6. Defendant denies

1 all material allegations contained in the NOV's and Complaint.

2       **1.13** The Parties enter into this Consent Judgment to settle, compromise, and resolve  
3 disputed claims and avoid prolonged and costly litigation. Nothing in this Consent Judgment  
4 nor compliance with this Consent Judgment shall constitute or be construed as an admission by  
5 any Party or any of their respective officers, directors, shareholders, affiliates, employees,  
6 agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers, suppliers,  
7 distributors, wholesalers, or retailers of any fact, issue of law, or violation of law. Nor shall  
8 this Consent Judgment be construed to impair or limit Sequel's rights under any prior  
9 Proposition 65 Consent Judgment.

10       **1.14** Except as expressly set forth in this Consent Judgment, nothing in this Consent  
11 Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense the Parties  
12 may have in any current or future legal proceeding unrelated to these proceedings.

13       **1.15** The Effective Date of this Consent Judgment is the date on which Notice of  
14 Entry of Judgment is served via email on counsel for Defendant.

## 15       **2. JURISDICTION AND VENUE**

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

## 23       **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

24       **3.1** Starting one month from the Effective Date, Defendant shall not manufacture  
25 for sale in, distribute into, or directly sell in the State of California, any Covered Product unless  
26 such Covered Product (a) qualifies as a "Compliant Product" or (b) meets the warning  
27 requirements under Section 3.2. A "Compliant Product" is one for which the results of the  
28 testing performed by Defendant under Section 3.4 yield a daily exposure at or below 0.5

1 micrograms of lead and 4.1 micrograms of cadmium per day, as determined by exposure  
2 calculation methodology of Section 3.1.2, excluding any naturally occurring heavy metal levels  
3 as defined in Section 3.1.3, and by the quality control methodology described in Section 3.4.  
4 Defendant shall be required to provide the warning set forth in Section 3.2 only for products  
5 causing exposures in excess of the foregoing levels.

6 **3.1.1** As used herein, "distribute into the State of California" means to directly  
7 ship a Covered Product into California for sale in California, or to sell a Covered Product to a  
8 distributor Defendant knows or has reason to know will sell it in California.

9 **3.1.2** For purposes of this Consent Judgment and determining Defendant's  
10 compliance with Proposition 65, daily heavy metal exposure levels shall, provided there are no  
11 directions on the product label to consume more than one serving per day, be calculated by  
12 using the following formula: micrograms of heavy metal per gram (mcg/g) in the product  
13 multiplied by one serving per day (4 grams for powders and shakes, 31.6 grams for ready-to-  
14 drink products, 7 grams for bars, and 1.8 grams for protein snacks).

15 **3.1.3** For the purposes of this Consent Judgment and determining Defendant's  
16 compliance with Proposition 65, Defendant shall be afforded a naturally occurring allowance  
17 of up to one part per million (1,000 ppb) lead for any cocoa powder in the Covered Products  
18 pursuant to the September 28, 2001 letter from the Attorney General to Roger Lane Carrick  
19 and Michele Corash and, 0.32 part per million (320 ppb) cadmium for any cocoa powder in the  
20 Covered Products, pursuant to the Judgment approved by the Attorney General in *As You Sow*  
21 *v. Trader Joe's Company et al.*, S.F. Sup. Co. No. CGC-15-548791 (Feb. 15, 2018).

22 **3.1.4** Any additional determination of any naturally occurring heavy metal in  
23 a given Covered Product may be established by a preponderance of evidence under California  
24 Code of Regulation ("CCR"), Title 27, § 22501, pursuant to a meet and confer of the Parties  
25 and, if necessary, a determination by a neutral arbitrator.

## 26 **3.2 Clear and Reasonable Warnings**


27 If Defendant is required to provide a warning pursuant to Section 3.1, Defendant must  
28 include either a long- or short-form warning ("Warning") as provided below.

1           3.2.1 If a long-form Warning is provided, the following Warning must be  
2 utilized:


3           **WARNING:** Consuming this product can expose you to [chemicals including] lead, which  
4 is [are] known to the State of California to cause [cancer and] birth defects or other  
5 reproductive harm. For more information go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

6           Defendant shall use the phrase "cancer and" in this Warning if the daily lead exposure  
7 level from consuming the Covered Product is greater than 15 micrograms or if the daily cadmium  
8 exposure level from consuming the Covered Product is greater than 4.1 micrograms as determined  
9 pursuant to the quality control methodology set forth in Section 3.4, or if additional testing  
10 determines that another chemical is present that may require a Proposition 65 cancer warning.

11           3.2.2 Alternatively, if Defendant must provide a Warning under Section 3.1,  
12 Defendant may provide a short-form Warning. Where a short-form Warning is provided in  
13 place of a long-form Warning, one of the following Warnings must be utilized:

14           1)  **WARNING:** Reproductive Harm – [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

15           OR

16           2)  **Warning:** Cancer and Reproductive Harm – [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

17  
18  
19           3.2.3 Defendant shall use the second short-form Warning above if the daily  
20 lead exposure level from consuming the Covered Products exceeds 15 micrograms or the daily  
21 cadmium exposure level exceeds 4.1 micrograms, as determined under the quality control  
22 methodology in Section 3.4, or if additional testing determines that another chemical is present  
23 that may require a Proposition 65 cancer warning. The first short-form Warning may be used in  
24 all other cases. If the container or label of the Covered Product is not printed using the color  
25 yellow, the equilateral triangle that precedes the short-form Warning language may be printed in  
26 black and white.  
27

28           Defendant shall provide the Warning on the container or label of each Covered Product

1 or through an online Warning before purchase. On-product Warnings shall be securely affixed  
2 to or printed on the container or label of each Covered Product. If the Warning is on the label,  
3 it must be set off from surrounding information and enclosed in a box. For Covered Products  
4 sold on the internet, the Warning shall appear on the checkout page, when a California delivery  
5 address is indicated, on the product display page, or by any other method authorized under §  
6 25602(b) of Title 27 of the CCRs. If the Warning for a Covered Product is provided on the  
7 checkout page, an asterisk or other identifying method must be utilized to identify which  
8 product or products on the checkout page are subject to the Warning.

9 The Warning shall be at least the same size as the largest of any other health or safety  
10 warnings also appearing on a website or on the labeling or container of the Covered Products'  
11 product packaging and the word "WARNING" shall be in all capital letters and in bold print. No  
12 statements intended to or likely to have the effect of diminishing the impact of the Warning on the  
13 average lay person can accompany the Warning, and no statements may accompany the Warning  
14 that state or imply the source of the listed chemical has any impact on or results in a less harmful  
15 effect of the listed chemical. Defendant must display the above Warning with such  
16 conspicuousness, as compared with other words, statements or designs on the label or container,  
17 or on its website, if applicable, to render the Warning likely to be read and understood by an  
18 ordinary individual under customary conditions of purchase or use of the product.

### 19 3.3 Modification to Safe-Harbor Warning Regulations

20 The Parties agree that, should Proposition 65 warning regulations change after the date  
21 this Consent Judgment is executed by the Parties, Defendant may either conform its warnings  
22 to the revised regulations, or comply with the terms provided in this Consent Judgment, and in  
23 so doing, will be in compliance with this Consent Judgment.

### 24 3.4 Testing and Quality Control Methodology

25 3.4.1 Beginning within one year of the Effective Date, Defendant shall  
26 arrange for lead and cadmium testing of each of the Covered Products at least once a year by  
27 arranging for testing of one randomly selected sample of each of the Covered Products from  
28 three randomly selected lots of the Covered Products, in the form intended for sale to the end-

1 user, which Defendant intends to distribute into the State of California. Each sample to be  
2 tested shall be randomly selected. After three years from the Effective Date, Defendant shall  
3 have no further obligation to test pursuant to this section.

4           **3.4.2** If tests conducted under this Section demonstrate that no Warning is  
5 required for a Covered Product during each of three consecutive years, then the testing  
6 requirements of this Section will no longer be required as to that Covered Product. However, if  
7 during the three-year testing period, Defendant changes ingredient suppliers for any of the  
8 Covered Products and/or reformulates any of the Covered Products, Defendant shall test that  
9 Covered Product annually for three consecutive years after such change is made.

10           **3.4.3** For purposes of measuring the daily lead and cadmium exposure levels,  
11 the highest of the three tested samples of each of the Covered Products shall be used for  
12 calculating lead and cadmium exposure levels for that Covered Product as set forth in Section  
13 3.1.2, above. If the highest lead or cadmium content test reflects an exposure in excess of the  
14 Compliant Product Standard, Defendant has the right to retest three samples from the same lot.  
15 The highest lead or cadmium content testing results from each lot that is retested for the second  
16 round of sampling shall be used for calculating lead or cadmium exposure levels for that  
17 Covered Product.

18           **3.4.4** All testing pursuant to this Consent Judgment shall be performed using a  
19 laboratory method that complies with the performance and quality control factors appropriate  
20 for the method used, including limit of detection, qualification, accuracy, and precision that  
21 meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS")  
22 achieving a limit of quantification of less than or equal to 0.010 mg/kg.

23           **3.4.5** All testing pursuant to this Consent Judgment shall be performed by an  
24 independent third party laboratory certified by the California Environmental Laboratory  
25 Accreditation Program or an independent third-party laboratory that is registered with the  
26 United States Food & Drug Administration.

27           **3.4.6** Nothing in this Consent Judgment shall limit Defendant's ability to  
28 conduct, or require that others conduct, additional testing of the Covered Products, including



1 the raw materials used in their manufacture.

2           **3.4.7** If CSI has a good faith belief that a Covered Product is in violation of  
3 this Consent Judgment, it may request from Defendant (1) lab reports obtained pursuant to  
4 Section 3.4 for such product(s) and (2) if Defendant is excluding "naturally occurring"  
5 amounts of lead or cadmium under this Section, document(s) sufficient to show all ingredients,  
6 including the quantity of each ingredient in the finished product, that contain naturally  
7 occurring lead or cadmium in amounts that are necessary to reduce daily heavy metal exposure  
8 level(s) below 0.5mcg/day lead and 4.1mcg/day cadmium. Sequel shall respond and provide  
9 requested documents within one month of receipt of CSI's written request. Defendant shall  
10 retain all test results and documentation collected pursuant to this Consent Judgment for a  
11 period of three years from the date of each test.

12           **3.4.8** The requirements of Section 3.4 shall not apply to any Covered Products  
13 for which Defendant has provided a warning that complies with Section 3.2

#### 14   **4. SETTLEMENT PAYMENT**

15           In full satisfaction of all potential civil penalties, additional settlement payments,  
16 attorney's fees, and costs, Defendant shall make a total payment of \$362,500.00 ("Total  
17 Settlement Amount") to CSI within 20 business days of the Effective Date ("Due Date") on the  
18 condition that CSI provides all necessary tax forms one month in advance of the Due Date.  
19 Defendant shall make this payment via check made payable to Lozeau Drury LLP and sent to  
20 1939 Harrison St., Suite 150, Oakland, California, 94612. The Total Settlement Amount shall  
21 be apportioned as follows:

22           **4.1 Civil Penalty.** \$164,281.54 shall be considered a civil penalty pursuant to  
23 California Health and Safety Code section 25249.7(b)(1). CSI shall remit 75% (\$121,928.57)  
24 of the civil penalty to the Office of Environmental Health Hazard Assessment ("OEHHA") for  
25 deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with California  
26 Health and Safety Code section 25249.12(c). CSI will retain the remaining 25% (\$40,642.86)  
27 of the civil penalty.

28           **4.2 Additional Settlement Payment.** \$121,928.57 shall be considered an

1 Additional Settlement Payment ("ASP"), pursuant to CCR, title 11, sections 3203, subdivision  
2 (d) and 3204. These funds shall be distributed by CSI or its counsel as follows:

3       **4.3 Key Sciences, LLC.** \$8,414.28 of the ASP funds shall be distributed to Key  
4 Sciences, LLC ("Key Sciences"). Key Sciences will use the ASP for activities that address the  
5 same public harm as alleged in this matter. Key Sciences will restrict use of the ASP received  
6 from this Consent Judgment to the following purposes:

7               **4.3.1** ASP funds will be used by Key Sciences to offer free testing of products  
8 purchased in California for Proposition 65 listed chemicals.

9               **4.3.2** Key Sciences activities will have a direct and primary effect within the  
10 State of California because the funds will be used to support work being done by non-profits to  
11 monitor compliance with Proposition 65.

12               **4.3.3** Key Sciences shall be fully accountable in that it will maintain adequate  
13 records to document and will be able to demonstrate how the ASP funds will be spent and can  
14 assure that the funds are being spent only for the proper, designated purposes described in this  
15 Consent Judgment. CSI shall require, as a prerequisite to the transfer of any funds pursuant to  
16 this Consent Judgment, that Key Sciences agree to provide the California Attorney General's  
17 office, within thirty days of any request, copies of documentation demonstrating how such funds  
18 have been spent.

19  
20       **4.4 Greenaction for Health & Environmental Justice.** \$32,514.29 of the ASP  
21 funds shall be distributed to Greenaction for Health & Environmental Justice ("Greenaction"), a  
22 nonprofit corporation that works to change government and corporate policies and practices to  
23 protect health and to promote environmental, social and economic justice. Greenaction will  
24 restrict use of the ASP received from this Consent Judgment to the purposes described below.

25               **4.4.1** Greenaction will use the funds to conduct community educational  
26 outreach and civic engagement activities that protect the public health from Proposition 65  
27 listed chemicals. Specifically, the funds will be used for the following three projects:  
28

1           **4.4.2** The funds will go towards community outreach to inform residents of  
2 Bayview Hunters Point in San Francisco how to file pollution complaints on [www.bvhp-](http://www.bvhp-ivan.org)  
3 [ivan.org](http://www.bvhp-ivan.org) and how to engage with local, regional, and state agency officials on pollution issues  
4 at the monthly meetings of the multi-stakeholder Bayview Hunters Point Environmental Justice  
5 Response Task Force.

6           **4.4.3** The funds will also go towards community education and civic  
7 engagement on assessment and cleanup of radiological and toxic contamination in Bayview  
8 Hunters Point and Treasure Island in San Francisco. Funds will be used to pay for Greenaction  
9 staff to conduct multilingual community education to inform residents about contaminants at  
10 the Hunters Point Shipyard Superfund Site and at the former Naval station site at Treasure  
11 Island, and to inform the community about civic engagement opportunities related to  
12 assessment and cleanup of this contamination.

13           **4.4.4** The funds will also be used for educational outreach and engagement  
14 with truckers and businesses that use diesel vehicles to inform them of the laws restricting  
15 idling and health impacts of emissions from diesel vehicle idling.

16           **4.4.5** Greenaction's use of the ASP funds will have a direct and primary effect  
17 within the State of California because it will go towards education, outreach, and engagement  
18 of Californians on contamination and exposure to Proposition 65 listed chemicals occurring in  
19 California.

20           **4.4.6** Greenaction shall be held fully accountable in that it will maintain  
21 adequate records to document and will be able to demonstrate how the ASP funds will be spent  
22 and can assure that the funds are being spent only for the proper, designated purposes  
23 described in this Consent Judgment. CSI shall require, as a prerequisite to the transfer of any  
24 funds pursuant to this Consent Judgment, that Greenaction agree to provide the California  
25 Attorney General's office, within thirty days of any request, copies of documentation  
26 demonstrating how such funds have been spent.

1           **4.5 Attorneys' Fees.** \$78,000 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           **4.6 Enforcement.** In the event that Defendant fails to timely remit the Total  
5 Settlement Amount as set forth in this Section, Defendant shall be deemed to be in material  
6 breach of its obligations under this Consent Judgment. CSI shall provide written notice of the  
7 delinquency to Defendant via electronic mail. If Defendant fails to deliver the Total Settlement  
8 Amount within five (5) days from the written notice, the Total Settlement Amount shall accrue  
9 interest at the statutory judgment interest rate provided in the California Code of Civil  
10 Procedure section 685.010.

11       **5. MODIFICATION OF CONSENT JUDGMENT**

12           **5.1** This Consent Judgment may be modified only as to injunctive terms (i) by  
13 written stipulation of the Parties and upon entry by the Court of a modified consent judgment  
14 or (ii) by motion of either Party pursuant to Section 5.3 or 5.4 and upon entry by the Court of a  
15 modified consent judgment.

16           **5.2** If Defendant seeks to modify this Consent Judgment under Section 5.1, then that  
17 party must provide written notice to CSI of its intent ("Notice of Intent"). If CSI notifies  
18 Defendant in a timely manner of CSI's intent to meet and confer, then the Parties shall meet  
19 and confer in good faith as required in this Section. The Parties shall meet in person or via  
20 telephone within thirty (30) days of service of a Notice of Intent. Within thirty (30) days of  
21 such meeting, if CSI disputes the proposed modification, CSI shall provide to Defendant a  
22 written basis for its position and the Parties shall continue to meet and confer for an additional  
23 ten (10) days in an effort to resolve any remaining disputes. Should it become necessary, the  
24 Parties may agree in writing to different deadlines for the meet-and-confer period.

25           **5.3** In the event that any party initiates or otherwise requests a modification under  
26 Section 5.1, and the meet and confer process leads to a joint motion or joint application for a  
27 modification of the Consent Judgment, the party initiating the modification shall reimburse the  
28 other its costs and reasonable attorney's fees for the time spent in the meet-and-confer process

1 and filing and arguing the motion or application.

2       **5.4** Where the meet-and-confer process does not lead to a joint motion or  
3 application in support of a modification of the Consent Judgment, then either Party may seek  
4 judicial relief on its own and the prevailing party shall recover its costs and reasonable  
5 attorney's fees. As used in the proceeding sentence, the term "prevailing party" means a party  
6 who is successful in obtaining relief more favorable to it than the relief that the other party was  
7 amenable to providing during the Parties' good faith attempt to resolve the dispute that is the  
8 subject of the modification.

9       **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**  
10       **JUDGMENT**

11       **6.1** This Court shall retain exclusive jurisdiction over the enforcement,  
12 modification, or termination of this Consent Judgment and all related claims.

13       **6.2** If CSI alleges that any Covered Product fails to qualify as a Compliant Product  
14 (for which CSI alleges that no Warning has been provided), then CSI shall timely inform  
15 Defendant of its test results, including information sufficient to permit Defendant to identify the  
16 Covered Products at issue. Defendant shall, within thirty (30) days following such notice,  
17 provide CSI with testing information meeting the requirements of Sections 3.4.3 and 3.4.4. The  
18 Parties shall first attempt to resolve the matter informally for 60 days prior to CSI taking any  
19 further legal action.

20       **6.3** CSI may, by motion or order to show cause before the Superior Court of  
21 Alameda County, enforce the terms and conditions contained in this Consent Judgment. In any  
22 action brought by CSI to enforce this Consent Judgment, CSI may seek whatever fines, costs,  
23 penalties, or remedies as are provided by law for failure to comply with the Consent Judgment.

24       **7. APPLICATION OF CONSENT JUDGMENT**

25       This Consent Judgment may apply to, be binding upon, and benefit the Parties and their  
26 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,  
27 divisions, franchisees, licensees, affiliates, customers, distributors, wholesalers, retailers  
28 (including online retailers), predecessors, successors, and assigns. This Consent Judgment shall

1 have no application to any Covered Product which is distributed or sold exclusively outside the  
2 State of California and which is not used by consumers residing in California.

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

4 **8.1** This Consent Judgment is a full, final, and binding resolution between CSI,  
5 on behalf of itself and in the public interest, and Defendant and its respective officers,  
6 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers,  
7 franchisees, licensees, customers, distributors, wholesalers, affiliates, retailers (including  
8 online retailers), and all other upstream and downstream entities in the distribution chain of any  
9 Covered Product, and the predecessors, successors, and assigns of any of them (collectively,  
10 "Released Parties"). CSI, on behalf of itself and in the public interest, hereby fully releases and  
11 discharges the Released Parties from any and all claims, actions, causes of action, suits,  
12 demands, liabilities, damages, penalties, fees, costs, and expenses arising out of or relating to  
13 any omission of or other failure to provide clear and reasonable warnings, disclaimers, or  
14 disclosures concerning exposure to lead or cadmium from the purchase, handling, use, or  
15 consumption of the Covered Products.

16 **8.2** CSI on its own behalf only, and Defendant on its own behalf only, further  
17 waive and release any and all claims they may have against each other for all actions or  
18 statements made or undertaken in the course of seeking or opposing enforcement of  
19 Proposition 65 in connection with the NOV's and Complaint up through and including the  
20 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's  
21 right to seek to enforce the terms of this Consent Judgment.

22 **8.3** It is possible that other claims not known to the Parties, arising out of the facts  
23 alleged in the NOV's and Complaint, and relating to the Covered Products, will develop or be  
24 discovered. CSI on behalf of itself only, and Defendant on behalf of itself only, acknowledge  
25 that this Consent Judgment is expressly intended to cover and include all such claims up  
26 through and including the Effective Date, including all rights of action therefore. CSI and  
27 Defendant acknowledge that the claims released in Sections 8.1 and 8.2 above may include  
28 unknown claims, and nevertheless waive California Civil Code section 1542 as to any such

1 unknown claims. California Civil Code section 1542 reads as follows:

2 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
3 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
4 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE  
5 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
6 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED  
7 PARTY.

8 CSI on behalf of itself only, and Defendant on behalf of itself only, acknowledge and  
9 understand the significance and consequences of this specific waiver of California Civil Code  
10 § 1542.

11 8.4 Compliance with the terms of this Consent Judgment shall be deemed to  
12 constitute compliance with Proposition 65 and satisfaction of any duty to provide warnings,  
13 disclaimers, or disclosures concerning lead and cadmium by any Released Party regarding  
14 alleged exposures to lead and/or cadmium in the Covered Products.

#### 15 9. SEVERABILITY OF UNENFORCEABLE PROVISIONS

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

#### 19 10. GOVERNING LAW

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

#### 22 11. PROVISION OF NOTICE

23 All notices required to be given to either Party to this Consent Judgment by the other shall  
24 be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via  
25 email may also be sent.

#### 26 FOR COMMUNITY SCIENCE INSTITUTE:

27 REBECCA L. DAVIS  
28 LOZEAU | DRURY LLP  
1939 Harrison St., Suite 150  
Oakland, CA 94612  
Ph: 510-836-4200  
Fax: 510-836-4205

1 Email: rebecca@lozeaudrury.com

2 **FOR SEQUEL NATURALS ULC**

3 Angela Agrusa

4 DLA Piper LLP

5 2000 Avenue of the Stars

6 Suite 400 North Tower

7 Los Angeles, California 90067-4704

8 **12. COURT APPROVAL**

9 **12.1** Upon execution of this Consent Judgment by the Parties, CSI shall notice a  
10 Motion for Court Approval. The Parties shall use their best efforts to support entry of this  
11 Consent Judgment.

12 **12.2** If the California Attorney General objects to any term in this Consent Judgment,  
13 the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible  
14 prior to the hearing on the motion.

15 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be  
16 void and have no force or effect.

17 **13. EXECUTION AND COUNTERPARTS**

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

21 **14. DRAFTING**

22 The terms of this Consent Judgment have been reviewed by the respective counsel for  
23 each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms  
24 and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and  
25 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,  
26 and no provision of this Consent Judgment shall be construed against any Party, based on the fact  
27 that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any  
28 portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated  
equally in the preparation and drafting of this Consent Judgment. The Parties agree that no  
extrinsic evidence has any bearing on the Parties' agreement or understanding of any term.



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

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

7     **16. ENTIRE AGREEMENT, AUTHORIZATION**

8             **16.1** This Consent Judgment contains the sole and entire agreement and  
9 understanding of the Parties with respect to the entire subject matter herein, and any and all  
10 prior discussions, negotiations, commitments, and understandings related hereto. No  
11 representations, oral or otherwise, express or implied, other than those contained herein have  
12 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to  
13 herein, shall be deemed to exist or to bind any Party.

14            **16.2** Each signatory to this Consent Judgment certifies that he or she is fully  
15 authorized by the Party he or she represents to stipulate to this Consent Judgment.

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

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

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

24            (2) Make the findings pursuant to California Health and Safety Code section  
25 25249.7(f)(4), approve the Settlement, and approve and enter this Consent Judgment.

26 //

27 //

28 //

1 **IT IS SO STIPULATED:**

2 Dated: \_\_\_\_\_, 2019

COMMUNITY SCIENCE INSTITUTE

3 By: \_\_\_\_\_

4  
5 Dated: 11/8, 2019

6 SEQUEL NATURALS ULC

7 

8 By: MICHAEL GEBRAEL  
9 Its: President

10 **APPROVED AS TO FORM:**

11 Dated: \_\_\_\_\_, 2019

LOZEAU | DRURY LLP

13 By: \_\_\_\_\_

14 Rebecca L. Davis  
15 Attorneys for Plaintiff Community  
Science Institute

16 Dated: November 8, 2019

DLA PIPER LLP

18 By: 


19 Angela C. Agrusa  
20 George Gigounas  
21 Greg Sperla  
Attorneys for Defendant Sequel Naturals  
ULC

22 **ORDER AND JUDGMENT**

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

25 IT IS SO ORDERED, ADJUDGED AND DECREED.

26  
27 Dated: 3/20, 2019

28   
\_\_\_\_\_  
Judge of the Superior Court

1 IT IS SO STIPULATED:

2 Dated: November 11, 2019

COMMUNITY SCIENCE INSTITUTE

3 By: Brady Angel

4  
5 Dated: \_\_\_\_\_, 2019

SEQUEL NATURALS ULC

6  
7  
8 By: \_\_\_\_\_

9 Its: \_\_\_\_\_

10 APPROVED AS TO FORM:

11 Dated: 11/14, 2019

LOZEAU | DRURY LLP

12 By: Rebecca L. Davis

13 Attorneys for Plaintiff Community

14 Science Institute

15  
16 Dated: \_\_\_\_\_, 2019

DLA PIPER LLP

17 By: \_\_\_\_\_

18 Angela C. Agrusa

19 George Gigounas

20 Greg Sperla

21 Attorneys for Defendant Sequel Naturals  
ULC

22 **ORDER AND JUDGMENT**

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

25 IT IS SO ORDERED, ADJUDGED AND DECREED.

26  
27 Dated: \_\_\_\_\_, 2019

28 \_\_\_\_\_  
Judge of the Superior Court

# EXHIBIT A



T 510.836.4200  
F 510.836.4205

410 12th Street, Suite 250  
Oakland, Ca 94607

www.lozeaudrury.com  
rebecca@lozeaudrury.com

January 18, 2018

To: President or CEO – The WhiteWave Foods Company  
California Attorney's Office  
District Attorney's Office for 58 counties  
City Attorney's 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 entity listed below has violated and continues to violate provisions of Proposition 65. Specifically, the entity listed below has violated and continues 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 name of the violator covered by this notice that violated Proposition 65 (hereinafter referred to as the "Violator") is: The WhiteWave Foods Company.

**Listed Chemical:** This violation involves exposure to the listed chemical lead. On February 27, 1987, California officially listed lead as a chemical known to the State of California to cause developmental toxicity and male and female reproductive toxicity. On October 1, 1992, California officially listed lead and lead compounds as chemicals known to cause cancer.

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

1. Vega Protein & Greens Vanilla Flavored
2. Vega Protein & Greens Chocolate Flavored

3. Vega One All-In-One Shake Mocha Flavored
4. Vega One All-In-One Shake Coconut Almond Flavored
5. Vega One All-In-One Shake French Vanilla Flavored

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

Route of Exposure: Use of the products identified in this notice results in human exposures to lead. 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 January 18, 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 Violator.

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 Violator agrees 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](mailto: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)

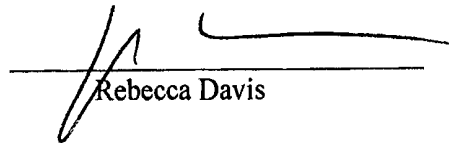
**CERTIFICATE OF MERIT**

**Re: Community Science Institute's Notice of Proposition 65 Violations by  
The WhiteWave Foods Company**

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: January 18, 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 January 18, 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.

Current President or CEO  
The WhiteWave Foods Company  
12002 Airport Way  
Broomfield, CO 80021

Corporate Creations Network Inc.  
(Registered Agent for Service of Process  
for The WhiteWave Foods Company)  
3773 Cherry Creek North Drive #575  
Denver, CO 80209

Current President or CEO  
The WhiteWave Foods Company  
1225 17th Street, Suite 1000  
Denver, CO 80202

Corporate Creations Network Inc.  
(Registered Agent for Service of Process  
for The WhiteWave Foods Company)  
3411 Silverside Road Tatnall Building, Ste. 104  
Wilmington, DE 19810

On January 18, 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 January 18, 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

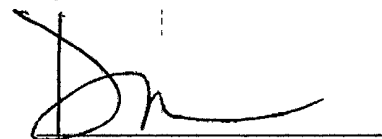
Phillip J. Cline, District Attorney  
Tulare County  
221 S Mooney Blvd  
Visalia, CA 95370  
Prop65@co.tulare.ca.us

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 January 18, 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 January 18, 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 4<sup>th</sup> 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

# EXHIBIT B



T 510.836.4200  
F 510.836.4205

410 12th Street, Suite 250  
Oakland, Ca 94607

www.lozeaudrury.com  
rebecca@lozeaudrury.com

March 30, 2018

To: President or CEO – Sequel Naturals LTD  
President or CEO – Sequel Naturals ULC  
California Attorney's Office  
District Attorney's Office for 58 counties  
City Attorney's 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 entity listed below has violated and continues to violate provisions of Proposition 65. Specifically, the entity listed below has violated and continues 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 name of the violators covered by this notice that violated Proposition 65 (hereinafter referred to as the "Violators") is: 1) Sequel Naturals LTD, and 2) Sequel Naturals ULC.

**Listed Chemical:** This violation involves exposure to the listed chemical lead. On February 27, 1987, California officially listed lead as a chemical known to the State of California to cause developmental toxicity and male and female reproductive toxicity. On October 1, 1992, California officially listed lead and lead compounds as chemicals known to cause cancer.

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

1. Vega Protein & Greens Vanilla Flavored
2. Vega Protein & Greens Chocolate Flavored
3. Vega One All-In-One Shake Mocha Flavored
4. Vega One All-In-One Shake Coconut Almond Flavored
5. Vega One All-In-One Shake French Vanilla Flavored

Violation: The alleged Violators knowingly and intentionally exposed and continue to expose consumers within the State of California to lead 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, lead.

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

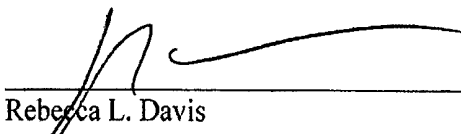
Duration of Violation: The violations have been occurring since at least March 30, 2015, and are ongoing.

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)

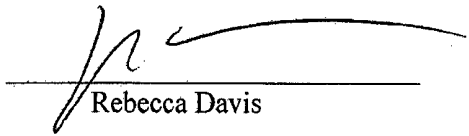
**CERTIFICATE OF MERIT**

**Re: Community Science Institute's Notice of Proposition 65 Violations by  
Sequel Naturals LTD and Sequel Naturals ULC**

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: March 30, 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 March 30, 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, return receipt requested, 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.

Sequel Naturals LTD  
101-3001 Wayburne Drive  
Burnaby, BC Canada V5G 4W3

Sequel Naturals ULC  
101-3001 Wayburne Drive  
Burnaby, BC Canada V5G 4W3

On March 30, 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 March 30, 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](mailto:sgrassini@contracostada.org)

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

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

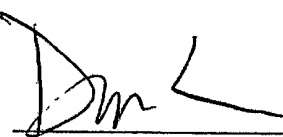
Phillip J. Cline, District Attorney  
Tulare County  
221 S Mooney Blvd  
Visalia, CA 95370  
Prop65@co.tulare.ca.us

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 March 30, 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 March 30, 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 4<sup>th</sup> Floor  
Eureka, CA 95501

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

District Attorney, Inyo  
County  
P.O. Drawer D  
Independence, CA 93526

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

# EXHIBIT C



T 510.836.4200  
F 510.836.4205

1939 Harrison Street, Ste. 150  
Oakland, CA 94612

www.lozeaudrury.com  
rebecca@lozeaudrury.com

November 1, 2019

To: President or CEO – Sequel Naturals ULC  
California Attorney's Office  
District Attorney's Office for 58 counties  
City Attorney's for San Francisco, San Diego, San Jose, and Los Angeles  
(See attached Certificate of Service)

From: Community Science Institute

**Re: Supplemental 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 Supplemental 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 supplements CSI's January 18, 2018 and March 30, 2018 Notices of Violations and constitutes notice that the entity listed below has violated and continues to violate provisions of Proposition 65. Specifically, the entity listed below has violated and continues 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 name of the violators covered by this notice that violated Proposition 65 (hereinafter referred to as the "Violators") is: Sequel Naturals ULC.

Listed Chemicals: This violation involves exposure to the listed chemicals lead and cadmium. On February 27, 1987, California officially listed lead as a chemical known to the State of California to cause developmental toxicity and male and female reproductive toxicity. On October 1, 1992, California officially listed lead and lead compounds as chemicals known to cause cancer. Cadmium and cadmium compounds were officially listed as chemicals known to the State of California to cause cancer on October 1, 1987, while cadmium was officially listed as a chemical known to cause developmental toxicity and male reproductive toxicity on May 1, 1997.

November 1, 2019

Page 2

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

1. Vega Shakes and Powders (including but not limited to Vega One, Vega Protein & Greens, Vega Sport Protein, Vega Smoothie, Vega Clean Protein)
2. Vega Bars (including but not limited to Vega Sport Protein Bars, Vega One Bars, Vega Protein + Snack Bars, Vega Protein Snack Bars)
3. Vega Ready to Drink Beverages (including but not limited to Vega Protein Nutrition Shakes)
4. Vega Snacks (including but not limited to Vega Protein Crisps)

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

Route of Exposure: Use of the product types identified in this notice results in human exposures to lead and/or cadmium. 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 November 1, 2016, 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 Violator.

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 Violator agrees 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.

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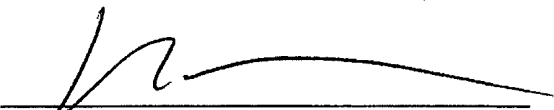
Notice of Violation of Cal. Health & Safety Code §§ 25249.5 *et seq.*

November 1, 2019

Page 3

CSI has retained my firm in connection with this matter. CSI's Director is Bradley Angel, who can be contacted through my firm as follows: Bradley Angel, c/o Lozeau Drury LLP, 1939 Harrison St, Suite 150, Oakland, CA 94612. Please direct all questions concerning this notice to me, Rebecca Davis at [rebecca@lozeaudrury.com](mailto:rebecca@lozeaudrury.com) or (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)

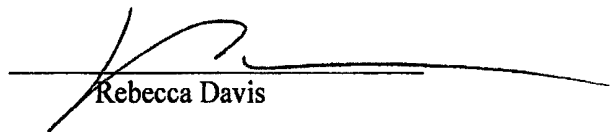
**CERTIFICATE OF MERIT**

**Re: Community Science Institute's Notice of Proposition 65 Violations by  
Sequel Naturals ULC**

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: November 1, 2019

  
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 1939 Harrison St., Suite 150, Oakland, California 94612, in Alameda County, where the mailing occurred.

On November 1, 2019, 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.

Current President or CEO  
Sequel Naturals ULC  
101-3001 Wayburne Drive  
Burnaby, BC Canada V5G 4W3

GEORGE GIGOUNAS  
GREGORY G. SPERLA  
DLA PIPER LLP (US)  
555 Mission Street, Suite 2400  
San Francisco, California 94105-293  
*Attorneys for Sequel Naturals ULC*

On November 1, 2019, 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 November 1, 2019, 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  
Christopher Dalbey, Deputy District Attorney  
Santa Barbara County  
1112 Santa Barbara St.  
Santa Barbara, CA 93101  
DAProp65@co.santa-barbara.ca.us

Mark Ankcorn, Deputy City Attorney  
San Diego City Attorney  
1200 Third Ave.  
San Diego, CA 92101  
CityAttyProp65@sandiego.gov

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

Valerie Lopez, Deputy City Attorney  
San Francisco City Attorney  
1390 Market Street, 7th Floor  
San Francisco, CA 94102  
Valerie.Lopez@sfcityatty.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

Nancy O'Malley, District Attorney  
7776 Oakport Street, Suite 650  
Oakland, CA 94621  
CEPDProp65@acgov.org



Eric J. Dobroth, Deputy District Attorney  
San Luis Obispo County  
County Government Center Annex, 4th Floor  
San Luis Obispo, CA 93408  
edobroth@co.slo.ca.us

Tori Verber Salazar, District Attorney  
San Joaquin County  
222 E. Weber Avenue, Room 202  
Stockton, CA 95202  
DAConsumer.Environmental@sjcda.org


Barbara Yook, District Attorney  
Calaveras County  
891 Mountain Ranch Road  
San Andreas, CA 95249  
Prop65Env@co.calaveras.ca.us

Jeffrey S. Rosell, District Attorney  
Santa Cruz County  
701 Ocean Street  
Santa Cruz, CA 95060  
Prop65DA@santacruzcounty.us

Thomas L. Hardy, District Attorney  
Inyo County  
168 North Edwards Street  
Independence, CA 93526  
inyoda@inyocounty.us

On November 1, 2019, 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 November 1, 2019, in Oakland, California.

  
Toyer Grear

## Service List

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  
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 St.  
Ste 102  
El Centro, CA 92243

District Attorney  
Kern County  
1215 Truxtun Avenue  
Bakersfield, CA 93301

District Attorney  
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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

Case Number: RG18909334

Case Name: Community Science Institute v. Sequel Naturals ULC

RE: STIPULATED CONSENT JUDGMENT

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CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause and that a true and correct copy of the foregoing document was mailed first class, postage prepaid, in a sealed envelope, and that the mailing of the foregoing and execution of this certificate occurred at 1225 Fallon Street, Oakland, California.

Executed: 03/13/2020

*Jhalisa Castaneda*

Courtroom Clerk, Dept. 23

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