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18 Attorneys for Maine Coast Sea Vegetables, Inc.

19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 FOR THE COUNTY OF ALAMEDA

21 AS YOU SOW,  
22 Plaintiff,  
23 v.  
24 MAINE COAST SEA VEGETABLES, INC.  
25 Defendant.

Case No. \*\*\*  
[PROPOSED] CONSENT JUDGMENT  
Civil case

26 This Consent Judgment is entered into by and between Plaintiff As You Sow ("AYS" or  
27 "Plaintiff") and Defendant Maine Coast Sea Vegetables, Inc. ("Maine Coast" or "Defendant"), to  
28 resolve claims against the Defendant raised in the Plaintiff's Complaint in the above-captioned  
action, which was filed on August 3, 2016. This Consent Judgment shall be effective upon entry.

1 AYS and the Defendant (collectively "the Parties") agree to the terms and conditions set forth  
2 below.

3 **1. INTRODUCTION**

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

8 1.2 Defendant produces, distributes, and/or sells Maine Coast Sea Vegetables Kelp  
9 Wild Atlantic Kombu (the "Covered Product"). Defendant identifies the Covered Product on its  
10 website as "*Saccharina latissima* (formerly known as *Laminaria longicruris*)."

11 1.3 AYS alleges in the Complaint that the Covered Product contains cadmium and  
12 lead, which are chemicals listed by the State of California as known to cause cancer and birth  
13 defects, or other reproductive harm, pursuant to the Safe Drinking Water and Toxic Enforcement  
14 Act of 1986 ("Proposition 65"), California Health and Safety Code §25249.5 *et seq.*

15 1.4 On September 17, 2014, AYS, acting on behalf of itself and in the public interest,  
16 sent 60-day Notices of Violation ("Notices") to the Defendant and to public enforcers as required  
17 by Health and Safety Code section 25249.7, alleging that the Defendant violated Proposition 65 by  
18 failing to provide a clear and reasonable warning before exposing persons to cadmium and lead  
19 contained in the Covered Product.

20 1.5 The Parties have agreed to enter into this Consent Judgment to settle Plaintiff's  
21 claims with regard to the Covered Product and to avoid prolonged and costly litigation.

22 1.6 By executing and complying with this Consent Judgment, Defendant does not  
23 admit any facts or conclusions of law alleged in the Complaint, nor do the parties admit the  
24 existence of any other statutory, common law, or equitable claim, requirement or defense relating  
25 to or arising from the production, sale, or distribution of the Covered Product in California.

26 1.7 Nothing in this Consent Judgment shall prejudice, waive, or impair any right,  
27 remedy, or defense that AYS and the Defendant may have in any other, or in future, legal  
28

1 proceedings unrelated to this action. This paragraph shall not diminish or otherwise affect the  
2 obligation, responsibilities, and duties of the Parties under this Consent Judgment.

3 1.8 The term "Effective Date" means the date of entry of this Consent Judgment.

4 1.9 The only product covered by this Consent Judgment is the Covered Product, and  
5 the only chemicals covered by this Consent Judgment are the chemicals lead and cadmium as  
6 related to the Covered Product.

7 **2. JURISDICTION**

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

13 **3. INJUNCTIVE RELIEF**

14 3.1 Beginning no later than ninety (90) days from the Effective Date of this Consent  
15 Judgment, all Covered Product distributed and/or sold by the Defendant in the State of California  
16 shall provide the following warning statement ("Warning Statement"):

17 **CALIFORNIA WARNING:** This product contains heavy metals known to the State of  
18 California to cause cancer and birth defects or other reproductive harm.

19 3.2 Defendant may also include in the Warning Statement, following the text set forth  
20 in Paragraph 3.1, the statement "For more information visit [www.seaveg.com/prop65](http://www.seaveg.com/prop65)." Defendant  
21 shall not include any information on the Covered Product, the webpage  
22 [www.seaveg.com/prop65](http://www.seaveg.com/prop65), or elsewhere, that contradicts or obfuscates the meaning of the  
23 Warning Statement. Plaintiff agrees that the current text on the webpage  
24 [www.seaveg.com/prop65](http://www.seaveg.com/prop65), attached hereto as Exhibit A, does not contradict or obfuscate the  
25 meaning of the Warning Statement.

26 3.3 Defendant shall prominently affix or print the Warning Statement on each  
27 individual product package for the Covered Product. Defendant may either print the Warning  
28 Statement on the packaging for the Covered Product itself or affix a label onto the packaging for

1 the Covered Product. The Warning Statement shall be displayed with such conspicuousness, as  
2 compared with other words, statements, designs, fonts, or devices on the Covered Product, so as to  
3 render the Warning Statement likely to be read and understood by an ordinary individual under  
4 customary conditions of purchase.

5       3.4     The Parties agree, and the Court so finds, that the content, appearance, and  
6 placement of the Warning Statement as shown in Exhibit B hereto meets the requirements of  
7 Paragraphs 3.1 and 3.3 of this Consent Judgment.

8       3.5     If Defendant sells the Covered Product via an internet site to customers located in  
9 California, Defendant must prominently display the Warning Statement on the internet site in  
10 conjunction with the Covered Product. The Warning Statement shall be displayed in the same  
11 type size as the surrounding, non-heading text, either: (a) on the same page, without scrolling, as  
12 the page from which the customer can order the Covered Product; (b) on the same page, without  
13 scrolling, as the order form for the Covered Product; (c) on the same page, without scrolling, as  
14 the price for the Covered Product; or (d) in a dialogue box which appears and is visible when a  
15 California address for delivery is provided by the customer, so long as the dialogue box appears  
16 prior to the completion of the internet sale and requires the consumer to affirmatively accept  
17 receipt of the warning set forth in the dialogue box (the warning language in the dialogue box shall  
18 be displayed in the same type size as the surrounding, non-heading text on the screen at the time of  
19 the appearance of the dialogue box), as a condition precedent to completing the sale.

20       3.6     If Defendant has actual knowledge that an internet retailer is selling the Covered  
21 Product via a website, Defendant shall promptly send, by first class mail or overnight delivery or,  
22 if a physical address for that internet retailer is not readily available, by any other means provided  
23 for contacting that internet retailer, a letter or other communication advising the internet retailer to  
24 provide the Warning Statement in the same manner as required under Paragraph 3.5 (if Plaintiff  
25 sends Defendant written notice that an internet retailer is selling the Covered Product via a  
26 website, such notice shall constitute actual knowledge within the meaning of this paragraph). The  
27 letter or other communication shall state that failure to provide the Warning Statement may result  
28 in liability for the internet retailer. In the letter or other communication, Defendant shall request

1 that the internet retailer respond with a written acknowledgement that it will provide the Warning  
2 Statement as requested. If Defendant complies with the requirements of this Paragraph, Defendant  
3 shall not be in violation of this Consent Judgment as a result of sales through an internet retailer.

4 3.7 If Defendant sells the Covered Product via mail order to customers located in  
5 California, Defendant shall prominently display the Warning Statement as required in Paragraph  
6 3.1 in the mail order catalogue in conjunction with the Covered Product. The warning shall appear  
7 either on the same page as the order form for the Covered Product, or on the same page upon  
8 which the Covered Product's price is listed, in the same type size as the surrounding, non-heading  
9 text. The warning shall be added in the first print run of the mail order catalogue on or after the  
10 Effective Date.

11 3.8 In the event that California law or regulations change with respect to what  
12 constitutes a "clear and reasonable warning," Defendant may propose in writing to Plaintiff an  
13 alternate warning or method of providing a warning. Within 14 days of receiving such a proposal,  
14 Plaintiff shall offer to meet and confer with Defendant regarding the proposal. Plaintiff shall make  
15 a reasonable effort to meet and confer within 30 days of receiving the proposal. Defendant shall  
16 not modify the Warning Statement, or the method of providing the Warning Statement, unless and  
17 until Plaintiff agrees in writing to such modification, the Court approves the modification, and  
18 written notice is provided to the Attorney General. Defendant shall not modify the Warning  
19 Statement less than 60 days after providing written notice to the Attorney General.

20 3.9 If at any time during the term of this Consent Judgment Plaintiff objects to the  
21 content of the Maine Coast Prop 65 webpage on the grounds that it does not comply with all  
22 applicable laws and regulations or the terms of this Consent Judgment, the parties shall meet and  
23 confer in a reasonable and good faith effort to resolve any dispute. If the parties are unable to  
24 resolve their dispute(s), Plaintiff may take any action permitted by this Consent Judgment or law.

25 **4. TESTING AND REPORTING**

26 4.1 The provisions of this Section 4 apply only in the event Defendant intends to  
27 remove the Warning Statement in connection with the sale of any Covered Product.

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1           4.2     Prior to removing the Warning Statement for any Covered Product, Defendant shall  
2 have three samples of the Covered Product (in the form intended for sale to the end-user) tested  
3 for lead and cadmium content from each annual harvest cycle. The samples shall be selected to be  
4 representative of the Covered Product in each annual harvest.

5           4.3     Testing for lead and cadmium content under Paragraph 4.2 shall be prepared using  
6 EPA method 3050 or other appropriate EPA-approved method and performed using the protocols  
7 set forth in EPA Methods 6010, 6020, 6020a or other appropriate EPA-approved method. The  
8 laboratory must digest a sufficient quantity of each sample to achieve a level of detection.

9           4.4     Testing for lead and cadmium content under Paragraph 4.2 shall be performed by  
10 an independent third-party laboratory certified for the analysis of heavy metals by the California  
11 Environmental Laboratory Accreditation Program (ELAP), the National Environmental  
12 Laboratory Accreditation Program (NELAP), or an independent third-party laboratory registered  
13 with the Environmental Protection Agency or certified by the State of Maine Laboratory  
14 Certification Program.

15           4.5     Defendant shall retain all test results and documentation for a period of five years  
16 from the date of the test or until one year following the expiration of this Consent Judgment,  
17 whichever occurs first.

18           4.6     Defendant agrees to deliver full laboratory reports, including all accompanying  
19 quality assurance/quality control ("QA/QC") documentation, with results of testing for lead and/or  
20 cadmium content under Paragraphs 4.2 – 4.4 to Plaintiff at least 60 days before MCSV intends to  
21 remove the Warning Statement in connection with the sale of any Covered Product. These  
22 reports shall be deemed and treated by AYS as confidential information.

23           4.7     Provided that, for three consecutive annual harvest cycles, all tests of the Covered  
24 Product, as provided in this Section, show that there is less than 4.1 micrograms of cadmium and  
25 less than 0.5 micrograms of lead per "Serving" (as defined in paragraph 4.8) of the Covered  
26 Product, Defendant may discontinue providing the Warning Statement.

27           4.8     For purposes of this Consent Judgment, a "Serving" shall be 7 grams (the amount  
28 currently stated on the Covered Product), unless federal law or regulations promulgated thereunder

1 during the term of this Consent Judgment require a different serving size for the Covered Product,  
2 in which event a Serving shall be the serving size required by federal law as expressed in grams.

3 **5. SETTLEMENT PAYMENTS**

4 5.1 Within thirty days of the Effective Date, Defendant shall pay \$11,000, in the form  
5 of a check made payable to As You Sow, as a civil penalty pursuant to Health and Safety Code  
6 section 25249.7(b). AYS shall remit seventy-five percent (75%) of this amount to the State of  
7 California pursuant to Health and Safety Code section 25249.12(b).

8 5.2 In Lieu Payment: Within thirty days of the Effective Date, Defendant shall pay  
9 \$11,000, in the form of a check made payable to AYS, with this amount to be used by AYS for  
10 grants to California non-profit organizations and by the AYS Environmental Enforcement Fund.  
11 These funds shall be used to reduce or remediate exposures to toxic chemicals and to increase  
12 consumer, worker, and community awareness of the health hazards posed by toxic chemicals in  
13 California. In deciding among grant proposals, the As You Sow Board of Directors ("Board")  
14 takes into consideration a number of important factors, including: (1) the nexus between the harm  
15 done in the underlying case(s) and the grant program work; (2) the potential for toxics reduction,  
16 prevention, remediation, or educational benefits to California citizens from the proposal; (3) the  
17 budget requirements of the proposed grantee and the alternate funding sources available to it for  
18 its project; and, (4) the Board's assessment of the proposed grantee's chances for success in its  
19 program work. AYS shall ensure that all funds will be disbursed and used in accordance with  
20 AYS' mission statement, articles of incorporation, bylaws, and applicable state and federal laws  
21 and regulations.

22 5.3 Within thirty days of the Effective Date, Defendant shall pay \$18,000 in the form  
23 of a check made payable to Altshuler Berzon LLP, as reimbursement for Plaintiff's attorneys'  
24 fees, investigation costs, and other reasonable litigation costs and expenses.

25 **6. ENFORCEMENT OF CONSENT JUDGMENT**

26 6.1 In the event that a dispute arises with respect to any provisions of this Consent  
27 Judgment, the Parties shall meet and confer within thirty (30) days of receiving written notice of  
28 the alleged violation from another Party. In the event that the Parties are unable to resolve their

1 dispute through the meet and confer process, this Consent Judgment may be enforced using any  
2 available provision of law.

3       6.2     The prevailing Party in any dispute regarding compliance with the terms of this  
4 Consent Judgment, may seek any fines, costs, penalties, or remedies provided by law for failure to  
5 comply with California Health and Safety Code sections 25249.5 *et seq.* A prevailing Party in  
6 such a dispute regarding compliance with the terms of this Consent Judgment is entitled to seek  
7 recovery of its reasonable attorneys' fees and costs incurred in any such motion or proceeding as  
8 may be allowed under Code of Civil Procedure §1021.5, provided the Party satisfies the meet and  
9 confer requirements in Paragraph 6.1 of this Consent Judgment.

10       **7. CLAIMS COVERED AND RELEASE**

11       7.1     As to the Covered Product, this Consent Judgment is a full, final, and binding  
12 resolution between AYS, acting on behalf of itself and in the public interest, and the Defendant, its  
13 parents, subsidiaries and shareholders, officers, directors, employees, agents, insurers,  
14 representatives, "Downstream Releasees," and each of their successors and assigns (collectively,  
15 "Releasees"), of all claims brought by AYS pursuant to Proposition 65 for the alleged failure to  
16 provide clear and reasonable warnings of exposure to cadmium and lead in the Covered Product  
17 produced, distributed or sold by the Defendant prior to the Effective Date, including, but not  
18 limited to claims for injunctive relief, damages, penalties, fines, sanctions, mitigation, fees  
19 (including fees of attorneys, experts, and others), costs, expenses, or any other sum incurred or  
20 claimed or which could have been claimed for matters related to the alleged violations of  
21 Proposition 65 included in the Notices or Complaint.

22       7.2     The term "Downstream Releasees," as used in Paragraph 7.1, shall include  
23 distributors, retailers, customers, and purchasers. The term shall not include, and there shall be no  
24 release of, any distributor, retailer, customer, or purchaser that received a letter or other  
25 communication from Defendant pursuant to Paragraph 3.6 and subsequently failed to provide the  
26 Warning Statement for the Covered Product in the same manner as required in Paragraph 3.5;  
27 however, nothing herein shall preclude such non-released distributor, retailer, customer, or  
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1 purchaser from establishing that they provided a clear and reasonable warning, if required under  
2 Health and Safety Code §25249.6, in some other fashion.

3 7.3 Defendant hereby releases AYS from, and waives any claims against, AYS and its  
4 parents, subsidiaries, officers, directors, employees, agents, insurers and representatives, and its  
5 successors and assigns ("AYS Releasees") for injunctive relief or damages, penalties, fines,  
6 sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses, or  
7 any other sum incurred or claimed or which could have been claimed for matters related to the  
8 Notices or Complaint.

9 7.4 Upon entry of the Consent Judgment, the Parties waive their respective rights to a  
10 hearing or trial on the allegations of the Complaint.

11 **8. GOVERNING LAW AND CONSTRUCTION**

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

14 **9. MODIFICATION OF CONSENT JUDGMENT**

15 This Consent Judgment may be modified only upon written agreement of the Parties with  
16 approval of the Court, or pursuant to a court order issued upon noticed motion of a Party for good  
17 cause shown and upon entry of a modified Consent Judgment by the Court. Any Party seeking to  
18 modify this Consent Judgment shall meet and confer in good faith with the other Party prior to  
19 filing a motion to modify the Consent Judgment and attempt to resolve any differences.

20 **10. COURT APPROVAL**

21 10.1 Unless otherwise stipulated by the Parties, the Court shall either approve or  
22 disapprove of this Consent Judgment in its entirety, without alteration, deletion or amendment.

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1 10.2 Unless otherwise stipulated by the Parties, if the Court fails to approve and order  
2 entry of the Consent Judgment without any alteration, deletion or amendment, this Consent  
3 Judgment shall become null and void upon the election of either Party, and shall not be  
4 introduced into evidence or otherwise used in any proceeding for any purpose.

5 **11. ENTIRE AGREEMENT**

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

9 **12. DURATION OF CONSENT JUDGMENT**

10 This Consent Judgment shall terminate within five years of the Effective Date.

11 **13. APPLICATION OF CONSENT JUDGMENT**

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

14 **14. ATTORNEYS' FEES**

15 Except as specifically provided in this Consent Judgment, each Party shall bear its own  
16 attorneys' fees and costs incurred in connection with the 60-day Notices and Plaintiff's Complaint.

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

18 15.1 Plaintiff shall comply with the reporting requirements referred to in Health and  
19 Safety Code section 25249.7(f) (and established in Title 11 of the California Code of Regulations  
20 sections 3000-3008), and shall move for approval of this Consent Judgment pursuant to the terms  
21 thereof and Defendant agrees not to oppose such motion.

22 15.2 Upon reasonable request by AYS, Defendant shall provide a confidential  
23 declaration on which AYS may rely in moving to approve this Consent Judgment.

24 **16. PROVISION OF NOTICE**

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

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Plaintiff As You Sow

As You Sow Foundation  
Attn: Danielle Fugere, President and Chief Counsel  
1611 Telegraph Street, Suite 1450  
Oakland, CA 94612  
Tel: (510) 735-8158

With a copy to:

Barbara Chisholm  
Tony LoPresti  
Altshuler Berzon LLP  
177 Post Street, Suite 300  
San Francisco, CA 94108  
Tel: (415) 421-7151

Defendant Maine Coast Sea Vegetables, Inc.

Shep Erhart, President  
Maine Coast Sea Vegetables, Inc.  
430 Washington Junction Rd.  
Hancock ME 04640

With a copy to:

Peter W. McGaw  
Archer Norris PLC  
2033 North Main St. Suite 800  
Walnut Creek, CA 94596  
Tel: (925) 930-6600

**17. EXECUTION AND COUNTERPARTS**

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

**18. AUTHORIZATION**

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

**SO AGREED:**

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Dated: 8/25, 2016

AS YOU SOW

By: 

Name: Andrew Berthel  
Title: CEO

Dated: Aug. 3, 2016

MAINE COAST SEA VEGETABLES, INC.

By: 

Name: Shepard W. Erhart  
Title: President

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2016

ALTSHULER BERZON LLP

By:   
BARBARA J. CHISHOLM

Attorneys for Plaintiff AS YOU SOW

Dated: \_\_\_\_\_, 2016

ARCHER NORRIS, PLC

By: \_\_\_\_\_  
PETER W. MCGAW

Attorneys for Defendant MAINE COAST SEA  
VEGETABLES, INC.

**IT IS SO ORDERED AND ADJUDGED:**

The Court makes the findings required by Health and Safety Code section  
25249.7(f)(4)(A)-(C) and hereby incorporates the terms of this Consent Judgment into this Order.

1 If a Party violates the provisions of this Consent Judgment, this Court retains jurisdiction over this  
2 matter.

3  
4 Dated: \_\_\_\_\_, 2016

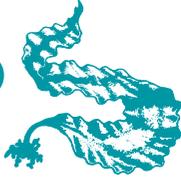
HON. \*\*\*  
JUDGE OF THE SUPERIOR COURT

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# **EXHIBIT A**

Certified Organic

# KELP



- Similar to Japanese Kombu.
- Low temperature dried, enzyme active.
- Contains a natural substance that enhances flavor and tenderizes other proteins.
- Tested for chemical, heavy metal, petroleum, radioactivity and microbiological contaminants.
- Meets all OCIA Organic Standards for sustainable harvesting and handling.

## BASIC PREP

Our wild Kelp comes to you without processing or washing out any of its mineral richness. **Please check for occasional tiny hidden pebbles or shells in the fronds.** Some plants may be partially covered with a white powder of natural salts and sugars that precipitate from their cells during storage. Don't worry, this is normal, as are occasional spots on the fringes of more mature fronds. Keep unused Kelp in this ziplock out of extreme light, heat or moisture.

Here are a few tips: Kelp expands about 40% in liquid and will absorb up to five times its weight. Uncooked Kelp is chewy until soaked or marinated. To fully tenderize, simmer 15-20 min., pressure cook 5 min., roast 3-4 min. at 300°, or pan fry 4-5 min. until crisp.

## KELP IN SOUPS OR BEANS

- Natural glutamates in Kelp will enhance flavors and tenderize high-protein foods like beans.
- Replace chicken or beef stock with Kelp stock.
- Simmer a strip per qt. of liquid, at least 10 min. and remove if desired. No need to add salt.
- Leave Kelp in for richer broth, or remove, chop and reintroduce as part of your soup or beans.

## KELP IN SALADS

- Contributes broad mineral nutrition to your greens.
- Tenderize Kelp by soaking (1 hr.), marinating (1-24 hrs.), blanching, roasting or panfrying (see basic prep).
- Chop or crumble into bite-sized pieces, toss in salad.
- Add dry Kelp to any pickle recipe for a sea treat.

## KELP AS A SNACK OR GARNISH

- Tear, cut or snip kelp into bite-sized pieces: Roast at 300° for 3-5 min.
- Dry-roast in skillet on low until crisp or press into well-oiled medium skillet until crisp.
- Sprinkle these "chips" on salads, grains, pasta or into your mouth!

For recipes, FAQs, pictures: [www.seaveg.com](http://www.seaveg.com)

## NUTRITION FACTS

Serving Size 1/3 cup (7g)  
Servings per bag 8

### Amount Per Serving

Calories 20

	% Daily Value*	
<b>Total Fat</b>	0g	0%
<b>Sodium</b>	310mg	13%
Potassium	780mg	22%
<b>Total Carbohydrate</b>	3g	1%
Dietary Fiber	3g	9%
<b>Protein</b>	1g	
Iron	15%	Vitamin B12 2%
Calcium	6%	Magnesium 15%
Iodine	2110%	Phosphorus 2%
Riboflavin	10%	Chromium 15%
Vitamin B6	30%	

Not a significant source of: calories from fat, saturated fat, trans fat, cholesterol, sugars, vitamin A and vitamin C.

\*Percent Daily Values (DV) are based on a 2,000 calorie diet.

09/2015



# MAINE COAST

## SEA VEGETABLES INC.

Hancock, Maine 04640 • [www.seaveg.com](http://www.seaveg.com)  
Certified Organic by OCIA (US-ORG-044)

Ingredients:  
Low temperature dried Organic Kelp  
(*Saccharina latissima*)



**CALIFORNIA WARNING:** This product contains heavy metals known to the state of California to cause cancer and birth defects or other reproductive harm.  
For more information visit: [www.seaveg.com/prop65](http://www.seaveg.com/prop65)