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10 *Attorneys for Plaintiff*
11 **COMMUNITY SCIENCE INSTITUTE**

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF ALAMEDA

14 COMMUNITY SCIENCE INSTITUTE, a
15 non-profit association,

16 Plaintiff,

17 vs.

18 THE HAIN CELESTIAL GROUP, INC., a
19 Delaware corporation, ELLA’S KITCHEN,
20 INC., a Delaware corporation,

21 Defendants.

22 Case No. RG18904436

23 ASSIGNED FOR ALL PURPOSES TO
24 HON. WINIFRED SMITH, DEPT. 21

25 **STIPULATED CONSENT JUDGMENT**

26 Case Filed: May 10, 2018
27 Trial Date: None Set

28 **1. DEFINITIONS**

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

1.2. “Covered Products” means the following products: (1) Ella’s Kitchen 2 Chick-
Chick Chicken Casserole with Vegetables + Rice; (2) Ella’s Kitchen Toddler Veggie Cracker Bites;
(3) Earth’s Best Gluten Free Chicken Nuggets; (4) Earth’s Best Crunchin’ Crackers Cheddar;
(5) Earth’s Best Chicken Nuggets for Kids; (6) Earth’s Best Organic French Toast Sticks;
(7) Earth’s Best Organic Mini Pancakes Blueberry; (8) Earth’s Best Organic Mini Waffles
Blueberry; and (9) Earth’s Best Organic Sunny Days Snack Bars Apple.

1 1.3. The “Effective Date” of this Stipulated Consent Judgment (“Consent Judgment”) is
2 the date the Court approves and enters this Consent Judgment.

3 1.4. The “Compliance Date” is the date that is four (4) months after the Effective Date.

4 **2. INTRODUCTION**

5 2.1. The Parties to this Consent Judgment are Plaintiff Community Science Institute
6 (“CSI”) and Defendants Ella’s Kitchen, Inc. and The Hain Celestial Group, Inc. (collectively,
7 “Hain”). CSI and Hain (collectively, the “Parties” and individually, a “Party”) enter into this
8 Consent Judgment to settle certain claims asserted by CSI against Hain as set forth in the
9 Complaint.

10 2.2. CSI is an unincorporated association whose mission is to unite consumers and
11 industrial neighbors to reform government and industry practices for a toxic free future.

12 2.3. Hain manufactures, distributes, and/or sells the Covered Products.

13 2.4. On December 22, 2017, CSI served two 60-day Notices of Violation of Proposition
14 65 on the California Attorney General, the District Attorneys of every county in California, the City
15 Attorneys of every California city with a population greater than 750,000, and to Hain, variously
16 alleging that Hain violated Proposition 65 by exposing persons in California to acrylamide
17 contained in Covered Products without first providing a clear and reasonable Proposition 65
18 warning (the “Notices”). True and correct copies of the Notices are attached hereto as Exhibit A.

19 2.5. Based on information exchanged between the Parties, CSI agrees not to dispute that the
20 following Covered Products do not require warnings under Proposition 65: (1) Ella’s Kitchen 2
21 Chick-Chick Chicken Casserole with Vegetables + Rice; (2) Earth’s Best Gluten Free Chicken
22 Nuggets; (3) Earth’s Best Chicken Nuggets for Kids; (4) Earth’s Best Organic French Toast Sticks;
23 (5) Earth’s Best Organic Mini Pancakes Blueberry; (6) Earth’s Best Organic Mini Waffles
24 Blueberry; and (7) Earth’s Best Organic Sunny Days Snack Bars Apple

25 2.6. More than 60 days have passed since the Notices were served on the Attorney
26 General, public enforcers, and Hain and no designated governmental entity has filed a complaint
27 against Hain with regard to the Covered Products or the alleged violations.
28

1 2.7. For purposes of this Consent Judgment only, the Parties stipulate that this Court has
2 jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction
3 over Hain as to the acts alleged in the Complaint, that venue is proper in the County of Alameda,
4 and that this Court has jurisdiction to enter and enforce this Consent Judgment as a full and final
5 resolution of all claims which were or could have been raised in the Complaint based on the facts
6 alleged therein and in the Notices with respect to Covered Products manufactured, distributed,
7 and/or sold by or on behalf of Hain.

8 2.8. Hain denies the allegations in the Notices and Complaint, and nothing in this
9 Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of
10 law, issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or
11 be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation
12 of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy,
13 argument, or defense the Parties may have in any other pending or future legal proceedings. This
14 Consent Judgment is the product of negotiation and compromise and is accepted by the Parties
15 solely for purposes of settling, compromising, and resolving issues disputed in this action.

16 **3. HAIN'S DUTIES**

17 3.1. Beginning on the Compliance Date, Hain shall not manufacture, or purchase from
18 another manufacturer, for "Distribution in California" the following products: Ella's Kitchen
19 Toddler Veggie Cracker Bites; and Earth's Best Crunchin' Crackers Cheddar (the "Discontinued
20 Products").

21 3.2. As used in this Consent Judgment, the term "Distribution in California" shall mean
22 to directly ship a Discontinued Product into California for sale in California or to sell a
23 Discontinued Product to a distributor that Hain knows or has reason to know will sell the
24 Discontinued Product in California.

25 **4. SETTLEMENT PAYMENT**

26 4.1. **Total Settlement Amount.** In full satisfaction of all potential civil penalties,
27 additional settlement payments, attorney's fees and costs (including, but not limited to, fees and
28 costs incurred by attorneys, experts, and investigators), Hain shall make a total payment of

1 \$50,000.00 (“Total Settlement Amount”) to CSI within twenty one (21) calendar days of the
2 Effective Date (“Due Date”). Hain shall make this payment by a check made payable to Lozeau
3 Drury LLP and delivered to Lozeau Drury LLP, 1939 Harrison Street, Suite 150, Oakland,
4 California 94612. The Total Settlement Amount shall be apportioned as follows:

5 **4.2. Allocation of Payments.** The Total Settlement Amount shall be allocated as
6 follows:

7 **4.2.1. Civil Penalty.** \$11,428.57 shall be considered a civil penalty pursuant to
8 California Health and Safety Code section 25249.7(b)(1). CSI shall remit 75% (\$8,571.43) of the
9 civil penalty to the Office of Environmental Health Hazard Assessment (“OEHHA”) for deposit in
10 the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and
11 Safety Code section 25249.12(c). CSI will retain the remaining 25% (\$2,857.14) of the civil
12 penalty.

13 **4.2.2. Additional Settlement Payment.** \$8,571.43 shall be considered an
14 Additional Settlement Payment (“ASP”) pursuant to Health & Safety Code § 25249.7(b), and
15 California Code of Regulations, Title 11, § 3204. These funds shall be distributed as follows:

16 **4.2.2.1. Clean Label Project.** \$6,285.72 of the ASP funds shall be
17 distributed to the Clean Label Project (“CLP”), a nonprofit focused on health and transparency in
18 consumer product labeling. CLP will utilize the ASP for activities that address the same public
19 harm as allegedly caused by Defendant in this matter. These activities are detailed below and
20 support CLP’s overarching goal of health and transparency in consumer product labeling and its
21 vision is to reduce contamination across all consumer products. CLP will restrict use of the ASP
22 received from this Consent Judgment to the following purposes:

23 **4.2.2.2.** ASP funds will be used by CLP for research and educational
24 purposes associated with reducing or remediating exposures to acrylamide and other toxic
25 chemicals contained in consumer products sold in California and/or to increase consumer awareness
26 of the health hazards posed by acrylamide and other toxic chemicals in consumer products sold in
27 California and how such hazards may be mitigated. Specifically, CLP will use the ASP funds to
28 support its activities that educate the public about the potential harms of acrylamide and other toxic

1 chemicals in food and ways to reduce those harms. As part of these educational efforts, CLP will
2 create infographics that explain in an easy to understand manner the hazards of acrylamide and
3 other toxic chemicals, and ways to reduce those hazards. In addition, CLP will also present this
4 information through webinars for California residents. In addition, CLP will use the ASP funds to
5 test additional products and create a California-specific webpage analyzing toxic chemical levels of
6 products sold in California.

7 4.2.2.3. CLP’s activities will have a direct and primary effect within
8 the State of California because the funds will be used to educate California consumers about the
9 harms of acrylamide and other toxic contaminants contained in foods, and ways to reduce those
10 hazards. CLP’s activities will also have a direct and primary effect within the State of California
11 because CLP will create a web page that specifically analyzes Proposition 65 toxic contaminants in
12 foods and other products that are sold in California.

13 4.2.2.4. CLP shall be fully accountable in that it will maintain
14 adequate records to document and will be able to demonstrate how the ASP funds will be spent and
15 can assure that the funds are being spent only for the proper, designated purposes described in this
16 Consent Judgment. CLP shall provide the Attorney General, within thirty days of any request,
17 copies of documentation demonstrating how such funds have been spent.

18 4.2.2.5. **Greenaction for Health and Environmental Justice.**
19 \$2,285.71 of the ASP funds shall be distributed to Greenaction for Healthy and Environmental
20 Justice (“Greenaction”), a nonprofit corporation that works to change government and corporate
21 policies and practices to protect health and to promote environmental, social and economic justice.
22 Greenaction will restrict use of the ASP received from this Consent Judgment to the purposes
23 described below.

24 4.2.2.6. Greenaction will use the funds to conduct community
25 educational outreach and civic engagement activities that protect the public health from Proposition
26 65 listed chemicals. Greenaction further proposes to use the funds to provide community outreach
27 to inform residents of Bayview Hunters Point in San Francisco of how to identify potential
28 Proposition 65 exposure issues, file pollution complaints on www.bvhp-ivan.org, and how to

1 engage with local, regional, and state agency officials on pollution issues including exposure to
2 Proposition 65 contaminants at monthly meetings of the multi-stakeholder Bayview Hungers Point
3 Environmental Justice Response Task Force.

4 4.2.2.7. Greenaction's use of the ASP funds will have a direct and
5 primary effect within the State of California because it will go towards education, outreach, and
6 engagement of Californians on contamination and exposure to Proposition 65 listed chemicals
7 occurring in California.

8 4.2.2.8. Greenaction shall be held fully accountable in that it will
9 maintain adequate records to document and will be able to demonstrate how the ASP funds will be
10 spent and can assure that the funds are being spent only for the proper, designated purposes
11 described in this Consent Judgment. CSI shall require, as a prerequisite to the transfer of any funds
12 pursuant to this Consent Judgment, that Greenaction agree to provide the California Attorney
13 General's office, within thirty days of any request, copies of documentation demonstrating how
14 such funds have been spent.

15 4.2.3. **Attorneys' Fees.** \$30,000.00 shall be distributed to Lozeau Drury LLP as
16 reimbursement of CSI's attorney's fees and reasonable costs incurred in bringing this action.
17 Except as explicitly provided herein, each Party shall bear its own fees and costs.

18 **5. ENFORCEMENT**

19 5.1. In the event that Hain fails to remit the Total Settlement Amount owed under Section
20 4 of this Consent Judgment on or before the Due Date, Hain shall be deemed to be in material
21 breach of its obligations under this Consent Judgment. CSI shall provide written notice of the
22 delinquency to Hain via electronic mail. If Hain fails to deliver the Total Settlement Amount within
23 five (5) days from the written notice, the Total Settlement Amount shall accrue interest at the
24 statutory judgment interest rate provided in the California Code of Civil Procedure section 685.010.

25 5.2. The Parties agree that any legal action to enforce this Consent Judgment shall be
26 brought in Alameda County Superior Court. The Parties agree that Alameda County Superior Court
27 has subject matter jurisdiction over the enforcement of this Consent Judgment and personal
28 jurisdiction over Hain, and that venue is proper in Alameda County.

1 5.3. If CSI purchases a Discontinued Product in California that has a best-by or sell-by
2 (or equivalent) date or other code that reflects that the Discontinued Product was manufactured by
3 or for Hain on or after the Compliance Date, or if the manufacture date is not apparent from the
4 label, CSI shall inform Hain in a reasonably prompt manner, including information sufficient to
5 permit Hain to identify the alleged violation of this Consent Judgment. Hain shall, within thirty (30)
6 days following such notice, provide CSI with documentation that the Discontinued Products are in
7 fact being discontinued in the State of California or other information to demonstrate that Hain is in
8 compliance with the terms of this Consent Judgment. The Parties shall first attempt to resolve the
9 matter prior to CSI taking any further legal action.

10 5.4. Any Party that fails to meet and confer or otherwise attempt in good faith to resolve
11 any dispute arising under this Consent Judgment prior to seeking judicial enforcement, shall forfeit
12 any attorney's fees and cost to which that Party may otherwise be entitled.

13 **6. APPLICATION**

14 6.1 This Consent Judgment may apply to, be binding upon, and benefit the Parties and
15 their respective officers, directors, attorneys, shareholders, employees, agents, parent companies,
16 subsidiaries, divisions, franchisees, licensees, customers (excluding private labelers), distributors,
17 wholesalers, retailers, predecessors, successors, and assigns. This Agreement shall have no
18 application to any Covered Product which is distributed or sold outside the State of California.

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

20 7.1. This Consent Judgment is a full, final, and binding resolution between CSI, on behalf
21 of itself and in the public interest, and Hain and its officers, directors, shareholders, employees,
22 agents, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers,
23 manufacturers, distributors, wholesalers, retailers, and all other upstream and downstream entities in
24 the distribution chain, and the predecessors, successors, and assigns of any of them (collectively,
25 "Released Parties"). CSI, on behalf of itself and in the public interest, hereby fully releases and
26 discharges the Released Parties from any and all claims, actions, causes of action, suits, demands,
27 liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted
28 from the handling, use, or consumption of the Covered Products, as to any alleged violation of

1 Proposition 65 or its implementing regulations arising from the failure to provide Proposition 65
2 warnings on the Covered Products regarding acrylamide for Discontinued Products manufactured,
3 distributed, or sold prior to the Compliance Date.

4 7.2. CSI, on behalf of itself, hereby fully releases and discharges the Released Parties
5 from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties,
6 fees, costs, and expenses asserted, or that could have been asserted from the handling, use, or
7 consumption of the Covered Products, as to any alleged violation of Proposition 65 or its
8 implementing regulations arising from the failure to provide Proposition 65 warnings on the
9 Covered Products regarding acrylamide for Covered Products manufactured, distributed, or sold
10 prior to the Compliance Date.

11 7.3. CSI and Hain each waive and release any and all claims they may have against each
12 other for all actions or statements made or undertaken in the course of seeking or opposing
13 enforcement of Proposition 65 in connection with the claims in the Notices and Complaint with
14 respect to Covered Products manufactured, distributed, or sold prior to the Compliance Date,
15 provided, however, that nothing in Section 7 shall affect or limit any Party's right to seek to enforce
16 the terms of this Consent Judgment.

17 7.4. It is possible that other claims not known to the Parties, arising out of the facts
18 alleged in the Notices or Complaint, and relating to the Covered Products, will develop or be
19 discovered. CSI on behalf of itself only, and Hain, on behalf of itself only, acknowledge that this
20 Consent Judgment is expressly intended to cover and include all such claims up through and
21 including the Effective Date, including all rights of action therefore. CSI and Hain acknowledge
22 that the claims released in Sections 7.2 and 7.3 above may include unknown claims, and
23 nevertheless waive California Civil Code section 1542 as to any such unknown claims. California
24 Civil Code section 1542 reads as follows:

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

1 CSI on behalf of itself only, and Hain on behalf of itself only, acknowledge and understand the
2 significance and consequences of this specific waiver of California Civil Code section 1542.

3 7.5. Compliance with the terms of this Consent Judgment shall be deemed to constitute
4 compliance with Proposition 65 by any Released Party regarding alleged exposures to acrylamide in
5 the Covered Products manufactured, distributed, or sold on or after the Compliance Date. Nothing
6 in this Consent Judgment is intended to apply to any occupational or environmental exposures
7 arising under Proposition 65, nor shall it apply to any of Hain's products other than the Covered
8 Products.

9 **8. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

10 8.1 In the event that any of the provisions of this Agreement are held by a court to be
11 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

12 **9. GOVERNING LAW**

13 9.1 The terms and conditions of this Consent Judgment shall be governed by and
14 construed in accordance with the laws of the State of California.

15 **10. MODIFICATION**

16 10.1. This Consent Judgment after its entry by the Court may be modified by stipulation of
17 the Parties with the approval of the Court or by an order of this Court on noticed motion by a Party
18 in accordance with law. Any Party seeking to modify this Consent Judgment must notify the other
19 Party in writing, and the Parties shall thereafter attempt in good faith to meet and confer with the
20 other Party prior to filing a motion to modify the Consent Judgment. If the Parties are unable to
21 resolve their dispute informally within sixty (60) days after the date of the written notification, the
22 Party that issued the written notification to seek the modification may bring a motion or proceeding
23 to seek judicial relief as to the requested modification.

24 10.2. In any stipulated modification to the Consent Judgment, the Party requesting the
25 modification shall prepare the draft motion or application to modify the Consent Judgment.
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1 **11. PROVISION OF NOTICE**

2 11.1. All notices required to be given to either Party to this Consent Judgment by the other
3 shall be in writing and sent to the following agents listed below via email and first-class mail.

4 **For Community Science Institute:**

5 Rebecca L. Davis
6 LOZEAU | DRURY LLP
7 1939 Harrison St., Suite 150
8 Oakland, CA 94612
9 Ph: 510-836-4200
10 Fax: 510-836-4205
11 Email: rebecca@lozeaudrury.com

12 **For Hain:**

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

20 **12. EXECUTION AND COUNTERPARTS**

21 12.1. This Consent Judgment may be executed in counterparts, which taken together shall
22 be deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as
23 valid as the original signature.

24 **13. DRAFTING**

25 13.1. The terms of this Consent Judgment have been reviewed by the respective counsel
26 for each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms
27 and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and
28 construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn,
and no provision of this Consent Judgment shall be construed against any Party, based on the fact
that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any
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.

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

2 14.1. If a dispute arises with respect to either Party's compliance with the terms of this
3 Consent Judgment, the Parties shall meet and confer in person, by telephone, and/or in writing and
4 endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the
5 absence of such a good faith attempt to resolve the dispute beforehand.

6 **15. ENTIRE AGREEMENT, AUTHORIZATION**

7 15.1. This Consent Judgment contains the sole and entire agreement and understanding of
8 the Parties with respect to the entire subject matter herein, and any and all prior discussions,
9 negotiations, commitments, and understandings related hereto. No representations, oral or
10 otherwise, express or implied, other than those contained herein have been made by any Party. No
11 other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist
12 or to bind any Party.

13 15.2. Each signatory to this Consent Judgment certifies that he or she is fully authorized
14 by the Party he or she represents to stipulate to this Consent Judgment.

15 **16. COURT APPROVAL**

16 16.1. If this Consent Judgment is not entered by the Court, it shall be of no force or effect.
17 In that event, CSI and Hain agree that this Consent Judgment and any related negotiations are not
18 relevant to any Party's claims or defenses and may not be used as evidence in any action.

19 **17. RETENTION OF JURISDICTION**

20 17.1. This Court shall retain jurisdiction of this matter to implement or modify the Consent
21 Judgment.

22 **IT IS SO STIPULATED:**

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Dated: June 12, 2020

**THE HAIN CELESTIAL GROUP, INC. and
ELLA'S KITCHEN, INC**

Kristy Meringolo
Signature

Kristy Meringolo
Printed Name

General Counsel
Title

Dated: _____, 2020

COMMUNITY SCIENCE INSTITUTE

Signature

Printed Name

Title

APPROVED AS TO FORM:

Dated: _____, 2020

LOZEAU | DRURY LLP

By: _____
Rebecca L. Davis
Attorneys for Plaintiff Community
Science Institute

Dated: June 12, 2020

ARNOLD & PORTER

By: Sarah Esmail
Sarah Esmail
Attorneys for The Hain Celestial Group,
Inc. and Ella's Kitchen, Inc.

1 Dated: _____, 2020
2
3

THE HAIN CELESTIAL GROUP, INC. and
ELLA'S KITCHEN, INC

4 _____
5 Signature

6 _____
7 Printed Name

8 _____
9 Title

10 Dated: 5/28, 2020

11 COMMUNITY SCIENCE INSTITUTE

12 Bradley Angel
13 Signature

14 Bradley Angel
15 Printed Name

16 Project Manager
17 Title

18 APPROVED AS TO FORM:

19 Dated: 6/2, 2020

20 LOZEAU | DRURY LLP

21 By: [Signature]

22 Rebecca L. Davis
23 Attorneys for Plaintiff Community
24 Science Institute

25 Dated: _____, 2020

26 ARNOLD & PORTER

27 By: _____

28 Sarah Esmaili
Attorneys for The Hain Celestial Group,
Inc. and Ella's Kitchen, Inc.

1 **ORDER AND JUDGMENT**

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

4 **IT IS SO ORDERED, ADJUDGED, AND DECREED**

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6 Dated: _____ Judge of the Superior Court
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EXHIBIT A



T 510.836.4200
F 510.836.4205

410 12th Street, Suite 250
Oakland, Ca 94607

www.lozeaudrury.com
rebecca@lozeaudrury.com

December 22, 2017

To: President or CEO – Ella’s Kitchen, Inc.
President or CEO – The Hain Celestial Group, Inc.
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 entities listed below have violated and continue to violate provisions of Proposition 65. Specifically, the entities listed below have violated and continue to violate the warning requirement at § 25249.6 of the California Health & Safety Code, which provides that “[n]o person in the course of doing business shall knowingly and intentionally expose any individual to a chemical known to the state to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such individual...”

Violator: The names of the violators covered by this notice that violated Proposition 65 (hereinafter collectively referred to as the “Violators”) are: (1) Ella’s Kitchen, Inc., and (2) The Hain Celestial Group, Inc.

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

December 22, 2017

Page 2

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

1. Ella's Kitchen 2 Chick-Chick Chicken Casserole with Vegetables + Rice
2. Ella's Kitchen Toddler Veggie Cracker Bites

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

Route of Exposure: Use of the products identified in this notice results in human exposures to acrylamide. The primary route of exposure is ingestion.

Duration of Violation: The violations have been occurring since at least December 22, 2014, 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 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)

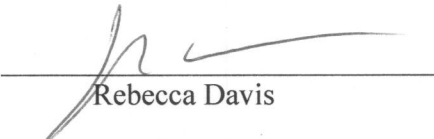
CERTIFICATE OF MERIT

Re: Community Science Institute's Notice of Proposition 65 Violations by Ella's Kitchen, Inc. and The Hain Celestial Group, Inc.

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: December 22, 2017



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 December 22, 2017, 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 Hain Celestial Group, Inc.
111 Marcus Avenue, #1
Lake Success, NY 11042

Current President or CEO
Ella's Kitchen, Inc.
111 Marcus Avenue, #1
Lake Success, NY 11042

CT Corporation System
(Registered Agent for Service of Process for
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818 West Seventh Street, Suite 930
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Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Oakland, CA 94612-0550

On December 22, 2017, 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:

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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

Gary Lieberstein, 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
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San Jose, CA 95110
EPU@da.sccgov.org

Stephan R. Passalacqua, District Attorney
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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

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Executed on December 22, 2017, in Oakland, California.


Daniel Charlier-Smith

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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



T 510.836.4200
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410 12th Street, Suite 250
Oakland, Ca 94607

www.lozeaudrury.com
rebecca@lozeaudrury.com

December 22, 2017

To: President or CEO – The Hain Celestial Group, Inc.
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..."

Violator: The name of the violator covered by this notice that violated Proposition 65 (hereinafter collectively referred to as the "Violator") is The Hain Celestial Group, Inc.

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

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

1. Earth's Best Gluten Free Chicken Nuggets

December 22, 2017

Page 2

2. Earth's Best Crunchin' Crackers Cheddar
3. Earth's Best Chicken Nuggets for Kids
4. Earth's Best Organic French Toast Sticks
5. Earth's Best Organic Mini Pancakes Blueberry
6. Earth's Best Organic Mini Waffles Blueberry
7. Earth's Best Organic Sunny Days Snack Bars Apple

Violation: The alleged Violator knowingly and intentionally exposed and continues to expose consumers within the State of California to acrylamide 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, acrylamide.

Route of Exposure: Use of the products identified in this notice results in human exposures to acrylamide. The primary route of exposure is ingestion.

Duration of Violation: The violations have been occurring since at least December 22, 2014, 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), 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)

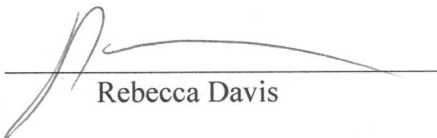
CERTIFICATE OF MERIT

Re: Community Science Institute's Notice of Proposition 65 Violations by The Hain Celestial Group, Inc.

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: December 22, 2017


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 December 22, 2017, 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 Hain Celestial Group, Inc.
111 Marcus Avenue, #1
Lake Success, NY 11042

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818 West Seventh Street, Suite 930
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Paul E. Zellerbach, District Attorney
Riverside County
3072 Orange Street
Riverside, CA 92501
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Anne Marie Schubert, District Attorney
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Executed on December 22, 2017, in Oakland, California.



Daniel Charlier-Smith

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