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October 21, 2015

VIA EMAIL AND FEDERAL EXPRESS

Maia Kats
Director of Litigation
Center for Science in the Public Interest
1220 L Street, NW, Suite 300
Washington, DC 20005

Re: Plum Pouched Products and Mighty Bars

Dear Ms. Kats:

This letter memorializes the agreement ("Letter Agreement") between the Center for Science in the Public Interest ("CSPI"), Reese LLP ("Reese"), Plum, PBC ("Plum") and Campbell Soup Company ("Campbell") regarding the actions that Plum has taken and will take regarding Plum's pouched products for babies and tots and Mighty Bars listed on Exhibit A (the "Products"). In consideration of Plum's and Campbell's agreement as provided in this Letter Agreement, CSPI and Reese agree to (i) accept the terms of this Letter Agreement, and (ii) agree that such terms fully address their May 11, 2015 letter (CSPI Letter") in which CSPI and Reese indicated that they planned to commence a legal action against Plum and/or Campbell. Reese and CSPI also warrant that they do not intend to pursue, or request or assist any other person or entity to pursue the litigation threatened in the CSPI Letter concerning the Products or any other case making substantially the same allegations about the Products. Nothing in this Paragraph or Letter Agreement is meant to or shall be construed to restrict, in contravention of the laws of any U.S. state, CSPI's or Reese's rights to practice law, or restrict any good faith action to enforce this Letter Agreement.

I. Agreement on Labeling and Labeling Changes

Plum will use reasonable best efforts to re-label all Products identified on Exhibit A between January 2016 and October 2016, and to label any new variants of the pouched Products identified in Exhibit A, in accordance with the terms set forth in Paragraphs A-G of this Letter Agreement and the Predominant Ingredients Protocol as defined herein. Variations in this schedule may, provided Plum is exercising reasonable best efforts, include line trial availability, production schedules, or raw material availability. The chart below represents the planned roll-out of the label changes by Plum product category.

Product Line	Re-Label Date
Super Smoothie pouches	June 2016-August 2016
Stage 2 pouches	Jan 2016-Sept 2016
Stage 3 pouches	April 2016-June 2016
Mighty pouches	April 2016-Sept 2016
Mish Mash pouches	May 2016-Sept 2016
Mighty Bars	August 2016 – October 2016

A. Introduction & Definition

For purposes of this Letter Agreement, a predominant ingredients protocol (“Predominant Ingredients Protocol”) shall mean that the Products’ labels’ principal display panel (“PDP”) shall identify the major ingredients in the food by descending order based on ingredient weight, and that such identification may be accompanied by image(s) on the PDP that reference each major ingredient, along with other matter, e.g., descriptors or prepositional phrases as needed and as required by law or regulation. The Predominant Ingredients Protocol is further defined below, including in Paragraphs A-G herein.

Moving forward, and for two (2) years after the label of the last of the Products is changed as contemplated by this Letter Agreement, Plum will utilize the Predominant Ingredients Protocol for the Products.

Plum, Reese and CSPI agree that under the Predominant Ingredients Protocol, not every ingredient in a Product need or can be identified on the PDP of a Product label. Inclusion and/or labeling under the Predominant Ingredients Protocol is governed, in addition to this Letter Agreement, by 21 C.F.R. §102.5 and its requirements, which provides:

(a) The common or usual name of a food, which may be a coined term, shall accurately identify or describe, in as simple and direct terms as possible, the basic nature of the food or its characterizing properties or ingredients. The name shall be uniform among all identical or similar products and may not be confusingly similar to the name of any other food that is not reasonably encompassed within the same name. Each class or subclass of food shall be given its own common or usual name that states, in clear terms, what it is in a way that distinguishes it from different foods.

(b) The common or usual name of a food shall include the percentage(s) of any characterizing ingredient(s) or component(s) when the proportion of such ingredient(s) or component(s) in the food has a material bearing on price or consumer acceptance or when the labeling or the appearance of the food may otherwise create an erroneous impression that such ingredient(s) or component(s) is present in an amount greater than is actually the case. The following requirements shall apply unless modified by a specific regulation in subpart B of this part.

(1) The percentage of a characterizing ingredient or component shall be declared on the basis of its quantity in the finished product (i.e., weight/weight in the case of solids, or volume/volume in the case of liquids).

(2) The percentage of a characterizing ingredient or component shall be declared by the words "containing (or contains) _ percent (or %) ___" or "_ percent (or %) ___" with the first blank filled in with the percentage expressed as a whole number not greater than the actual percentage of the ingredient or component named and the second blank filled in with the common or usual name of the ingredient or component. The word "containing" (or "contains"), when used, shall appear on a line immediately below the part of the common or usual name of the food required by paragraph (a) of this section. For each characterizing ingredient or component, the words "_ percent (or %) ___" shall appear following or directly below the word "containing" (or contains), or directly below the part of the common or usual name of the food required by paragraph (a) of this section when the word "containing" (or contains) is not used, in easily legible boldface print or type in distinct contrast to other printed or graphic matter, and in a height not less than the larger of the following alternatives:

(i) Not less than one-sixteenth inch in height on packages having a principal display panel with an area of 5 square inches or less and not less than one-eighth inch in height if the area of the principal display panel is greater than 5 square inches; or

(ii) Not less than one-half the height of the largest type appearing in the part of the common or usual name of the food required by paragraph (a) of this section.

(c) The common or usual name of a food shall include a statement of the presence or absence of any characterizing ingredient(s) or component(s) and/or the need for the user to add any characterizing ingredient(s) or component(s) when the presence or absence of such ingredient(s) or component(s) in the food has a material bearing on price or consumer acceptance or when the labeling or the appearance of the food may otherwise create an erroneous impression that such ingredient(s) or component(s) is present when it is not, and consumers may otherwise be misled about the presence or absence of the ingredient(s) or component(s) in the food. The following requirements shall apply unless modified by a specific regulation in subpart B of this part.

(1) The presence or absence of a characterizing ingredient or component shall be declared by the words "containing (or contains) ___" or "containing (or contains) no ___" or "no ___" or "does not contain ___", with the blank being filled in with the common or usual name of the ingredient or component.

(2) The need for the user of a food to add any characterizing ingredient(s) or component(s) shall be declared by an appropriate informative statement.

(3) The statement(s) required under paragraph (c)(1) and/or (2) of this section shall appear following or directly below the part of the common or usual name of the food required by paragraphs (a) and (b) of this section, in easily legible boldface print or type in distinct contrast to other printed or graphic matter, and in a height not less than the larger of the alternatives established under paragraphs (b)(2) (i) and (ii) of this section.

(d) A common or usual name of a food may be established by common usage or by establishment of a regulation in subpart B of this part, in part 104 of this chapter, in a standard of identity, or in other regulations in this chapter.

For purposes of this Letter Agreement, CSPI and Reese agree that water, where it is used principally for purposes of consistency and texture, so as to render a food product suitable for infant and toddler consumption, need not be identified as an ingredient on the PDP.

B. Super Smoothie Products

Plum will continue with its plan to re-label and/or optimize recipes of the Super Smoothie Products listed at Exhibit A(1) by the Predominant Ingredient Protocol. For purposes of this Agreement, "optimize" refers to adjusting a Product's formula so that the current label is consistent with the Predominant Ingredients Protocol. For example, if a Product is named Broccoli Apple, adding more broccoli so that it is the first ingredient rather than changing the name to Apple Broccoli. PDP imagery will reflect the relative predominance of such ingredients in the finished product.

C. Stage 2 Products

Plum will continue with its plan to re-label and/or optimize recipes of the Stage 2 Products listed at Exhibit A(2) utilizing the Predominant Ingredients Protocol. PDP imagery will reflect the relative predominance of such ingredients in the finished product.

D. Stage 3 Products

Plum will continue with its plan to re-label and/or optimize recipes of the Stage 3 Products listed at Exhibit A(3) utilizing the Predominant Ingredients Protocol. PDP imagery will reflect the relative predominance of such ingredients in the finished product.

E. *Mighty 4* Pouches

Plum will continue with its plan to re-label and/or optimize recipes of the *Mighty 4* Pouches listed at Exhibit A(4) utilizing the Predominant Ingredients Protocol per the four food

groups,. The *Mighty 4* ingredients will be listed on the PDP by food group and will include reference to each of the major ingredient(s) within each food group (e.g., top two fruit, top two vegetable, protein, grain). Additionally, PDP imagery will reflect the relative predominance of such ingredients in the finished Product (and not per food group).

F. *Mish Mash* Products

Plum will continue with its plan to re-label and/or optimize recipes of the *Mish Mash* Products listed at Exhibit A(5) utilizing the Predominant Ingredients Protocol. PDP imagery will reflect the relative predominance of such ingredients in the finished product.

G. *Mighty Bars*

Plum will optimize the formula and revise the labels for the *Mighty 4* bar products listed at Exhibit A(6) and rebrand the products to *Mighty*. Plum will exclude “essential nutrition” from the product descriptor and eliminate the “4 food groups” and “made with chia and yogurt” and/or “made with chia” claims unless those ingredients are present at a meaningful amount. PDP imagery will be modified to decrease the size of fruits and vegetables displayed on the PDP pursuant to the Predominant Ingredients Protocol, and will bear a clear and conspicuous indication on any such artwork that such fruits and vegetables are only in the filling, such imagery to be consistent with 21 CFR § 102.5.

II. Plum and Campbell deny the allegations in the CSPI Letter. The changes and actions to which Plum and Campbell have agreed are not admissions of any violations of law, wrongdoing, misbranding, unfair practices, or false or deceptive advertising, or an admission that any of the CSPI allegations have merit. Plum and Campbell expressly deny all such allegations or any liability whatsoever relating thereto.

III. Notwithstanding the agreed upon changes in § I, this Letter Agreement does not impose any obligation on the part of Plum and/or Campbell to withdraw or remove any Products from the market that do not bear the new labeling. Plum agrees that once it moves to the new labeling identified in § I, above, it will cease producing the Products utilizing the old labeling.

IV. None of the parties will use, produce or disclose this Letter Agreement, the contents of the Letter Agreement, or any related discussions or communications, in any legal proceeding with the exception that Plum and Campbell may use the Letter Agreement in any lawsuit that may be threatened or filed against Plum and Campbell with respect to any of the Products and involving allegations substantially similar to those in the CSPI Letter. The parties to the Letter Agreement may also use it with respect to an action to enforce the terms of the Letter Agreement. Nothing in this Letter Agreement shall preclude Campbell or Plum from seeking to enforce this Letter Agreement. Nothing in this Letter Agreement shall preclude CSPI or Reese from seeking to enforce this Letter Agreement or pursuing consumer claims where a material breach has occurred.

V. If, after the execution of this Letter Agreement, any applicable federal laws or regulations (“Laws”) change, including through interpretations of such laws by courts of competent jurisdiction or governmental agencies, in a manner that expressly requires or expressly governs the labeling of the products covered by this Letter Agreement and such changes in the Laws require or authorize labeling different from the commitments by Plum and Campbell under the terms of this Letter Agreement, Plum and Campbell will not be in breach of this Letter Agreement by making label changes consistent with such Laws. Further, the terms set forth in this Letter Agreement shall be interpreted so that they are consistent with any federal statute or regulation, or FDA or USDA rule or guidance pertaining to food labeling, and, in the event of conflict, the labeling provisions of this Letter Agreement shall at all times be subject to and yield to all applicable laws and regulations.

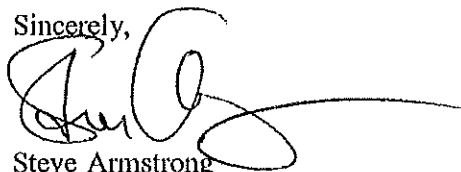
VI. Plum, Campbell, CSPI and Reese will, within reason, work collaboratively on all public communications related to this Letter Agreement and the related labeling changes, including the timing of such communications, and the publication of this Letter Agreement.

VII. Plum, Campbell, CSPI and Reese agree that Plum will provide consideration for this agreement as set forth in the October 21, 2015 email between counsel for CSPI, counsel for Plum and Campbell and Reese.

VIII. This Letter Agreement, with the email of October 21, 2015, referenced in § VII, is the entire understanding of Plum, Campbell, CSPI and Reese and supersedes all prior understanding, oral, written or otherwise, related to the subject of this Letter Agreement, and Plum, Campbell, CSPI or Reese, or any of them, shall not have any obligations to the other.

We are pleased to have worked collaboratively with members of CSPI’s legal staff to resolve this matter. Please have an authorized representative of CSPI and Reese sign below to confirm CSPI’s and Reese’s agreement to resolve the matter as described in this Letter Agreement. Once we receive the signatures, we will have a representative of the Companies execute the Letter Agreement.


Sincerely,



Steve Armstrong
Chief Food Law Counsel
Campbell Soup Company

AGREED TO AND ACCEPTED:

CENTER FOR SCIENCE IN THE PUBLIC INTEREST

By: 
Date: 10-21-15


AGREED TO AND ACCEPTED:

PLUM, PBC

By: 
Date: 10-21-15

AGREED TO AND ACCEPTED:

CAMPBELL SOUP COMPANY

By: 
Date: 10-21-15

AGREED TO AND ACCEPTED:

REESE LLP

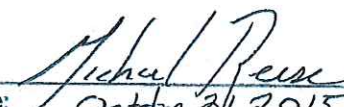
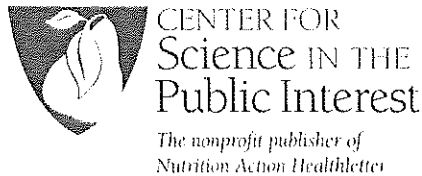
By: 
Date: October 21, 2015

EXHIBIT A

	Product Line	Variety
A(1)	Super Smoothie pouches	1. Apple, Carrot & Spinach 2. Blueberry, Pear, Sweet Potato & Spinach
A(2)	Stage 2 pouches	1. Apple & Carrot 2. Apple Raisin and Quinoa 3. Blueberry, Pear & Purple Carrot 4. Broccoli & Apple 5. Butternut Squash, Carrot & Chickpeas 6. Cherry, Sweet Corn & Greek Yogurt 7. Green Bean, Pear & Greek Yogurt 8. Kale, Sweet Corn & Quinoa 9. Peach, Apricot & Banana 10. Pear & Mango 11. Plum Berry & Barley 12. Pumpkin & Banana 13. Raspberry, Spinach & Greek Yogurt 14. Roasted Carrot, Spinach & Beans 15. Spinach, Pumpkin & Chickpea 16. Spinach, Peas & Pear 17. Sweet Potato, Mango & Millet 18. Sweet Potato Corn & Apple 19. World Baby Beans & Rice with Sweet Corn 20. World Baby Lentils & Roasted Squash with Apricots 21. World Baby Roasted Pumpkin & Coconut Rice 22. Zucchini Banana & Amaranth
A(3)	Stage 3 pouches	1. Chickpea & Tomato with Beef + Cumin 2. Quinoa & Leeks with Chicken + Tarragon 3. Sweet Corn & Carrot with Turkey + Sage
A(4)	Mighty 4 pouches	1. Pumpkin, Pomegranate, Quinoa & Greek Yogurt 2. Purple Carrot, Blackberry, Quinoa & Greek Yogurt 3. Spinach, Kiwi, Barley & Greek Yogurt 4. Sweet Potato, Blueberry, Millet & Greek Yogurt 5. Kale, Strawberry, Amaranth & Greek Yogurt
A(5)	Mish Mash pouches	1. Apple Cinnamon Oats & Quinoa 2. Blueberry Oats & Quinoa
A(6)	Mighty 4 bars	1. Strawberry with Spinach 2. Blueberry with Carrot 3. Pumpkin Banana

Note: Does not include SKUs to be discontinued.



Wednesday, October 21, 2015

FOR MORE INFORMATION:

Jeff Cronin for CSPI: 202-777-8370

Ami Hamilton for Plum Organics: 510-898-7017

Plum Organics Announces New Baby and Toddler Pouch Naming Conventions

WASHINGTON and EMERYVILLE, CALIF. —Plum Organics, a leading premium, organic baby and toddler food brand, today announced that it will modify the names of its baby and toddler pouches as well as tots snack bars, in response to feedback received from parents and a letter from the nonprofit Center for Science in the Public Interest.

In May 2015, CSPI contacted Plum with concerns that its labels were misleading. At that time, Plum was actively working to identify opportunities to refresh its labels. Since May, Plum has worked collaboratively with CSPI to accelerate its production timeline.

“Since Plum’s inception, we’ve focused on delivering the very best food from the very first bite and our work with CSPI helps us further that mission,” said Ben Mand, senior vice president, brand marketing and innovation at Plum Organics. “We’re constantly optimizing our portfolio based on consumer feedback and these changes are a direct reflection of that commitment.”

As part of the agreement with CSPI, Plum Organics will name its baby pouches in order of predominance of major ingredients. Imagery on product labels will also reflect predominance. The changes will be made on a rolling basis, to be completed by October 2016.

“Plum’s label improvements will be of enormous help to parents, who want to know at a glance what’s in the food they buy for their infants and toddlers and don’t have time to authenticate information on the front package by reading through every ingredient and disclosure on the back of the package,” said CSPI litigation director Maia Kats. “By naming its pouched products based on the predominance of major ingredients, Plum will help push the marketplace in the right direction. We are pleased with the seriousness and dedication with which Plum addressed the concerns we brought to them in May. We hope other baby and toddler food companies follow Plum’s leadership.”

Center for Science in the Public Interest worked in conjunction with the law firm Reese LLP.

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About CSPI

The Center for Science in the Public Interest (CSPI) is a nonprofit health-advocacy group based in Washington, D.C., that focuses on nutrition and food safety. CSPI’s Litigation Department focuses on false and misleading advertising of food products. CSPI is supported largely by the subscribers to its Nutrition Action Healthletter and by foundation grants.

About Plum Organics

Plum Organics is a leading innovator with the mission of inspiring a lifetime of healthy eating from the very first bite. Recognized for unique, culinary-inspired recipes and a modern approach

to family nutrition, Plum offers a complete line of premium, nutritious organic baby food, toddler and kid snack products. Plum has dedicated its social mission to delivering nutrient rich, organic food into the hands of little ones in need across America.