

**INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES**

OMB APPROVAL	
OMB Number:	3235-0104
Estimated average burden hours per response:	0.5

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* <u>Shupp Darby E</u>  (Last) (First) (Middle) <u>C/O ARCADIA BIOSCIENCES, INC.</u> <u>202 COUSTEAU PLACE, SUITE 105</u>  (Street) <u>DAVIS CA 95618</u>  (City) (State) (Zip)	2. Date of Event Requiring Statement (Month/Day/Year) <u>05/14/2015</u>	3. Issuer Name and Ticker or Trading Symbol <u>Arcadia Biosciences, Inc. [ RKDA ]</u>	
		4. Relationship of Reporting Person(s) to Issuer (Check all applicable) <input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> 10% Owner Officer (give title below) Other (specify below)	5. If Amendment, Date of Original Filed (Month/Day/Year)  6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person <input type="checkbox"/> Form filed by More than One Reporting Person

**Table I - Non-Derivative Securities Beneficially Owned**

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
<u>Common Stock</u>	<u>160,714</u>	<u>I<sup>(1)</sup></u>	<u>By Moral Compass Corporation</u>

**Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)**

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
<u>Series A Convertible Preferred Stock</u>	<u>(2)</u>	<u>(2)</u>	<u>Common Stock</u>	<u>60,681,805</u>	<u>(2)</u>	<u>I<sup>(1)</sup></u>	<u>By Moral Compass Corporation</u>
<u>Series B Convertible Preferred Stock</u>	<u>(3)</u>	<u>(3)</u>	<u>Common Stock</u>	<u>15,391,006</u>	<u>(3)</u>	<u>I<sup>(1)</sup></u>	<u>By Moral Compass Corporation</u>
<u>Series C Convertible Preferred Stock</u>	<u>(4)</u>	<u>(4)</u>	<u>Common Stock</u>	<u>9,345,794</u>	<u>(4)</u>	<u>I<sup>(1)</sup></u>	<u>By Moral Compass Corporation</u>

**Explanation of Responses:**

- Ms. Shupp is the CFO of Moral Compass Corporation. Moral Compass Corporation is owned by the John G. Sperling 2012 Irrevocable Trusts No. 1, 2 and 3. Ms. Shupp serves as one of three trustees of the Sperling trusts; these trustees share voting and investment power over the shares held by Moral Compass Corporation.
- The Series A Convertible Preferred Stock is convertible into the issuer's common stock on a one-for-one basis and has no expiration date. It will automatically convert into common stock upon the closing of the issuer's initial public offering. The number of underlying shares of common stock reported in Column 3 does not reflect a 1-for-4 reverse stock split effected by the issuer on the date hereof, which will result in a proportional adjustment to the conversion ratio of the Series A Convertible Preferred Stock upon the automatic conversion of the Series A Convertible Preferred Stock into common stock upon the closing of the issuer's initial public offering.
- The Series B Convertible Preferred Stock is convertible into the issuer's common stock on a one-for-one basis and has no expiration date. It will automatically convert into common stock upon the closing of the issuer's initial public offering. The number of underlying shares of common stock reported in Column 3 does not reflect a 1-for-4 reverse stock split effected by the issuer on the date hereof, which will result in a proportional adjustment to the conversion ratio of the Series B Convertible Preferred Stock upon the automatic conversion of the Series B Convertible Preferred Stock into common stock upon the closing of the issuer's initial public offering.
- The Series C Convertible Preferred Stock is convertible into the issuer's common stock on a one-for-one basis and has no expiration date. It will automatically convert into common stock upon the closing of the issuer's initial public offering. The number of underlying shares of common stock reported in Column 3 does not reflect a 1-for-4 reverse stock split effected by the issuer on the date hereof, which will result in a proportional adjustment to the conversion ratio of the Series C Convertible Preferred Stock upon the automatic conversion of the Series C Convertible Preferred Stock into common stock upon the closing of the issuer's initial public offering.

**Remarks:**

Exhibit 24.1: Power of Attorney.

/s/ Darby E. Shupp

05/14/2015

\*\* Signature of Reporting Person

Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

\* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

\*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints each of Thomas P. O'Neil, Wendy S. Neal, Pam Haley and Sherry Mori, signing singly, the undersigned's true and lawful attorney-in-fact to:

- (1) execute for and on behalf of the undersigned, in the undersigned's capacity as an officer and/or director of Arcadia Biosciences, Inc. (the "Company"), Forms 3, 4 and 5 (including amendments thereto) in accordance with Section 16(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations thereunder;
- (2) do and perform any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such Forms 3, 4 or 5 and timely file such form (including amendments thereto) with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
- (3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 16 of the Exchange Act.

The undersigned agrees that such attorney-in-fact may rely entirely on information furnished orally or in writing by the undersigned to such attorney-in-fact. The undersigned also agrees to indemnify and hold harmless the Company and such attorney-in-fact against any losses, claims, damages or liabilities (or actions in these respects) that arise out of or are based on any untrue statement or omission of necessary facts in the information provided by the undersigned to such attorney-in-fact for purposes of executing, acknowledging, delivering and filing Forms 3, 4 or 5 (including amendments thereto) and agrees to reimburse the Company and such attorney-in-fact for any legal or other expenses reasonably incurred in connection with investigating or defending against any such loss, claim, damage, liability or action.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Forms 3, 4 or 5 with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier (a) revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact or (b) superseded by a new power of attorney regarding the purposes outlined in the first paragraph hereof as of a later date.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 14th day of May, 2015.

/s/ Darby E. Shupp  
Signature  
Darby E. Shupp  
Print Name