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8 Attorneys for Plaintiff
9 AS YOU SOW

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN FRANCISCO

12 AS YOU SOW, a non-profit corporation,

13 Plaintiff,

14 vs.

15 NATURE'S SUNSHINE PRODUCTS, INC.
16 and DOES 1 through 20, inclusive,

17 Defendants.

Case No. CGC-04-437196

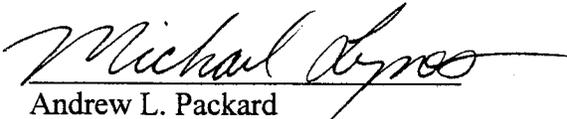
18 **NOTICE OF ENTRY OF ORDER**
19 **RE: MOTION TO APPROVE**
20 **PROPOSITION 65 SETTLEMENT**
21 **AND FOR ENTRY OF CONSENT**
22 **JUDGMENT**

23 Complaint filed: December 17, 2004

1 PLEASE TAKE NOTICE that on May 24, 2005, the Court in the above-referenced action
2 entered the Order attached hereto as Exhibit A and the Consent Judgment attached hereto as
3 Exhibit B.
4

5 DATED: May 26, 2005
6

Law Offices of Andrew L. Packard

7
8 

Andrew L. Packard

Michael P. Lynes

Attorneys for Plaintiff

As You Sow
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PROOF OF SERVICE

I, Justine Villanueva 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 of age, and am not a party to the within entitled action. My business address is 294 Page Street, San Francisco, California 94102.

On May 26, 2005, I served the following document:

**NOTICE OF ENTRY OF ORDERS RE: MOTION TO APPROVE
PROPOSITION 65 SETTLEMENT AND FOR ENTRY OF CONSENT
JUDGMENT**

on the following parties in this action by placing a true and correct copy thereof in a sealed envelope, first class, postage pre-paid, addressed to the parties listed below, and depositing it in a United States Postal Service mail box:

Judith M. Praitis
Sidley Austin Brown & Wood
555 West Fifth Street
Los Angeles, CA 90013
(Counsel for Nature's Sunshine Products, Inc.)

Edward G. Weil
Deputy Attorney General
California Attorney General's Office
1515 Clay Street, 20th Floor
Oakland, CA 94612-1413

Executed on May 26, 2005, at San Francisco, California.


Justine Villanueva

EXHIBIT A

1 ANDREW L. PACKARD (State Bar No. 168690)
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4 294 Page Street
5 San Francisco, CA 94102
6 Tel. (415) 431-2970
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ENDORSED
FILED
San Francisco County Superior Court

MAY 24 2005

GORDON PARK-LI, Clerk
BY: _____
Deputy Clerk

8 Attorneys for Plaintiff
9 AS YOU SOW

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 CITY AND COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

12 AS YOU SOW, a non-profit corporation,

Case No.: 437196

13 Plaintiff,

14 vs.

~~[PROPOSED]~~ ORDER RE MOTION TO
APPROVE PROPOSITION 65
SETTLEMENT AND FOR ENTRY OF
CONSENT JUDGMENT

15 NATURE'S SUNSHINE PRODUCTS, INC.,
16 and DOES 1 through 20, inclusive,

Date: May 11, 2005
Time: 9:30 a.m.
Dept.: 302

17 Defendants.

18
19
20 Plaintiff AS YOU SOW's ("AYS") Motion to Approve Proposition 65 Settlement and for
21 Entry of Consent Judgment came on for regular hearing by the Court on May 11, 2005 at 9:30
22 a.m. AYS appeared by and through its counsel, Andrew L. Packard. Defendant NATURE'S
23 SUNSHINE PRODUCTS, INC. ("NSP") appeared by and through its counsel, Judith M. Praitis.
24 The Attorney General's Office appeared by and through Supervising Deputy Attorney General
25 Edward G. Weil.
26

~~[PROPOSED]~~ ORDER RE MOTION TO
APPROVE PROPOSITION 65 SETTLEMENT
AND FOR ENTRY OF CONSENT JUDGMENT

1 After consideration of the papers submitted by the parties, and oral argument of counsel,
2 the Court makes the following findings pursuant to Health & Safety Code §25249.7(f)(4):

- 3 (a) Any warning that is required by the settlement complies with Chapter 6.6 of
4 the Health & Safety Code;
- 5 (b) the award of attorney's fees is reasonable under California law; and,
- 6 (c) the penalty amount is reasonable based on the criteria set forth in Health &
7 Safety Code §25249.7(b)(2).

8 The Court further finds that while the Attorney General raises important issues concerning the
9 settlement, these issues have been adequately addressed in the parties' ~~Proposed~~ Revised
10 Consent Judgment.

11 **IT IS THEREFORE ORDERED THAT:**

- 12 (1) Plaintiff's motion is GRANTED; and,
- 13 (2) Judgment as to NSP shall be entered in accordance with the terms of the Revised Consent
14 Judgment.
15

16 DATED: May 7, 2005

17 
18 _____
19 Hon. Ronald E. Quidachay
20 Judge of the Superior Court
21
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25
26

EXHIBIT B

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8 Attorneys for Plaintiff
9 AS YOU SOW

ENDORSED
FILED
San Francisco County Superior Court

MAY 24 2005

GORDON PARK-LI, Clerk

BY: _____ Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

AS YOU SOW, a non-profit corporation,

Plaintiff,

vs.

NATURE'S SUNSHINE PRODUCTS, INC.

Defendants.

Case No. CGC-04-437196

**[PROPOSED] CONSENT JUDGMENT
AS TO DEFENDANT NATURE'S
SUNSHINE PRODUCTS, INC.**

This Consent Judgment is entered into by and between AS YOU SOW, a non-profit organization ("Plaintiff" or "AYS"), and Nature's Sunshine Products, Inc. Nature's Sunshine is a Utah corporation in good standing. This Consent Judgment shall be effective upon entry (the "Effective Date") by the court. Plaintiff and Defendant (each a "Party" and collectively, "the Parties") agree to the terms and conditions set forth below.

1. INTRODUCTION

1.1 AYS is a Section 501(c)(3) non-profit foundation dedicated to, among other causes, the protection of the environment, the promotion of human health, the improvement of worker and consumer rights, environmental education, and corporate accountability. AYS is based in San Francisco, California and incorporated under the laws of the State of California. AYS is a corporation in good standing.

1.2 Defendant directly or indirectly sells to California consumers certain herbs, herbal products, traditional patent medicines (defined as "herbal and patent medicines consisting of

1 single or multiple herbal ingredients, including botanical, mineral and animal products,
2 formulated into tablets, capsules, pills, powders and liquids”), bulk herbs, infusions, extracted
3 powders, tea pills, traditional pills, patent formulas, teas, bulk teas, liquid herbal extracts and/or
4 capsules (the “Products”), all of which AYS alleges contain chemicals listed by the State of
5 California as known to cause cancer and/or reproductive toxicity pursuant to the Safe Drinking
6 Water and Toxic Enforcement Act of 1986 (“Proposition 65”), California Health and Safety Code
7 § 25249.5 et seq.; Title 22, California Code of Regulations § 12000 et seq. For purposes of this
8 Consent Judgment only, each of the Products is deemed to be a “food” within the meaning of
9 Title 22, California Code of Regulations § 12501.

10 **1.3** The specific Products covered by this Consent Judgment as of the Effective Date
11 are set forth in Exhibit A hereto. Any products not set forth in Exhibit A hereto are not covered
12 by the injunctive provisions herein, except as specifically provided in Section 9: *New Products*,
13 and are not covered by the release of liability set forth in Section 6 herein.

14 **1.4** Pursuant to Health & Safety Code § 25249.8: (a) on February 27, 1987, the State
15 of California listed the chemical lead as a chemical known to cause reproductive toxicity; (b) on
16 October 1, 1992, the State of California listed the chemicals lead and lead compounds as
17 chemicals known to cause cancer; (c) on July 1, 1990 the State of California listed the chemicals
18 mercury and mercury compounds as chemicals known to cause reproductive toxicity; (d) on
19 February 27, 1987, the State of California officially listed the chemical arsenic as a chemical
20 known to cause cancer; (e) on May 1, 1997, the State of California officially listed the chemical
21 arsenic as a chemical known to cause reproductive toxicity; (f) on October 1, 1987, the State of
22 California officially listed the chemicals cadmium and cadmium compounds as chemicals known
23 to cause cancer; (g) on May 1, 1997, the State of California officially listed the chemical
24 cadmium as a chemical known to cause reproductive toxicity. For purposes of this Consent
25 Judgment, the foregoing chemicals as listed under Proposition 65 shall be the “Metals”.

26 **1.5** Beginning on December 23, 2003, AYS began serving Defendant and each of the
27 appropriate public enforcement agencies with “60-Day Notices” that provided Defendant and the
public enforcement agencies with a notice alleging that Defendant was in violation of Proposition

1 65 for failing to warn the purchasers and individuals using the Products that the use of the
2 Products exposes them to certain chemicals known to the State of California to cause cancer
3 and/or reproductive toxicity (each, a "60-Day Notice"). A copy of each such 60-Day Notice
4 issued to Defendant is attached hereto as Exhibit B. AYS served an additional 60-Day Notice on
5 or about February 25, 2005, a copy of which has been filed and served with AYS' Motion for
6 Approval & Entry of Consent Judgment. (See Section 7 hereinbelow). Defendant stipulates for
7 the purpose of this Consent Judgment that the 60-Day Notice or 60-Day Notices sent to it are
8 adequate to comply with Title 22, California Code of Regulations §12903.

9 1.6 On December 17, 2004, AYS filed a Complaint (the "Action") in San Francisco
10 Superior Court, alleging violations of Proposition 65 and California Business and Professions
11 Code § 17200 et seq. AYS brings the Action in the public interest. AYS has provided 60-Day
12 Notice(s) to Defendant and the appropriate public enforcement agencies and none of the public
13 enforcement agencies has commenced and begun diligently prosecuting an action against
14 Defendant for such alleged violations.

15 1.7 For purposes of this Consent Judgment, each Party stipulates that venue is proper
16 and that this Court has subject matter jurisdiction over the allegations contained in the Action and
17 to enter this Consent Judgment as a full and final resolution of all causes of action pled, or which
18 could have been pled based on the facts alleged in the Action. The Parties enter into this Consent
19 Judgment to settle disputed claims between them and to avoid prolonged litigation. By execution
20 of this Consent Judgment, Defendant does not admit any violations or the applicability of
21 Proposition 65 or the Business and Professions Code, or any other law or standard applicable to
22 warning or disclosure concerning the manufacture, distribution and/or sale of the Products.
23 Except for the representations made above, nothing in this Consent Judgment shall be construed
24 as an admission by Defendant or Plaintiff of any fact, issue of law, or violation of law, nor shall
25 compliance with this Consent Judgment constitute or be construed as an admission by Defendant
26 or Plaintiff of any fact, issue of law, or violation of law.

27 1.8 Except as expressly provided herein, nothing in this Consent Judgment shall
prejudice, waive or impair any right, remedy or defense the Parties may have in any other or

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1 further legal proceeding. This paragraph shall not diminish or otherwise affect the obligations,
2 responsibilities, and duties of any Party to this Consent Judgment.

3 **2. INJUNCTIVE PROVISIONS**

4 **2.1 Defendant's Duty To Ascertain The Metals Content of The Products On Or**
5 **Before Sixty Days Following the Effective Date.** On or before sixty (60) days following the
6 Effective Date, Defendant shall ascertain the concentration of Metals in each of the Products as
7 follows.

8 **2.1.1 Lead, Arsenic And Cadmium Testing Protocol.** In accordance with
9 Sections 2.1.5 and 2.1.6, to ascertain a Product's concentration of lead, arsenic and cadmium,
10 respectively, Defendant shall test the Product (or rely on testing of the Product by others provided
11 it is undertaken in the manner set forth herein), using inductively coupled plasma mass
12 spectrometry ("ICP-MS") under the protocol set forth in EPA Method 6020.

13 **2.1.2 Mercury Testing Protocol.** In accordance with Sections 2.1.5 and 2.1.6,
14 to ascertain a Product's concentration of mercury, Defendant shall test the Product (or rely on
15 testing of the Product by others provided it is undertaken in the manner set forth herein) using the
16 protocol set forth in EPA Method 7471A (including, at Defendant's option, conformity with EPA
17 Method 3052), or the protocol set forth in EPA Method 7473, or the protocol set forth in EPA
18 Method 6020.

19 **2.1.3 Additional Testing Protocols.** In the event that equally or more accurate
20 testing methods are developed or identified and accepted by the scientific community as accurate
21 enough to allow for detection and quantification of any Metal to ascertain compliance under this
22 Consent Judgment, any Party shall have the right to move the court to modify this Consent
23 Judgment as set forth in Section 8 herein, to allow testing by such equally or more accurate
24 testing method in addition to the methods authorized herein.

25 **2.1.4 Approved Laboratories.** Product or raw material testing may be
26 undertaken at Defendant's in-house laboratories or by third-party testing laboratories; however,
27 all third-party laboratory testing shall be performed only at laboratories that are certified,
accredited, or registered by a federal or California state agency, including but not limited to the

1 U.S. Environmental Protection Agency, the U.S. Food and Drug Administration, or the California
2 Department of Health Services for the purposes of administering the specific protocol used in
3 such testing. If a given agency does not certify specific protocols for testing for Metals in dietary
4 supplements, the certification, accreditation or registration customarily bestowed upon
5 laboratories testing dietary supplements or ingredients in dietary supplements for Metals in
6 accordance with that agency's standards shall be required; if no such agency standards exist
7 specifically for dietary supplements, then the standards for foods shall be required.

8 **2.1.5 Sampling Protocol For Ascertaining Metals Content.** In fulfilling its
9 duty to ascertain the concentration of each Metal in each Product, Defendant may at its option,
10 test (or rely on testing of the Product by others) Representative Samples of the finished Products,
11 or test (or rely on testing of raw materials by others) Representative Samples of each of the raw
12 materials comprising the finished Product(s). Any results relied upon must use the analytical
13 methods and sampling requirements specified herein, except that a Defendant (or a laboratory
14 conducting tests for Defendant) may modify or adjust an analytical method if necessary to ensure
15 accurate results in light of the nature, composition, quantity, or other characteristic of the test
16 specimen, the nature of the test, or the specific equipment being used to conduct the test so as to
17 enhance the quality and reliability of the test results. If Defendant (or a laboratory conducting
18 tests for Defendant) modifies or adjusts any analytical method specified in this Consent
19 Judgment, in the event of an enforcement action by AYS under this Consent Judgment contesting
20 such modification or adjustment, Defendant shall bear the burden of showing by a preponderance
21 of the evidence that the modification or adjustment was (a) necessary, appropriate and reasonable
22 under the circumstances; and (b) fully consistent with generally accepted scientific principles and
23 practices concerning analytical testing and test methods for Metals in foods, including dietary
24 supplements.

25 **2.1.6 Representative Sampling.**

26 (a) Finished Products. "Representative Sampling" as used herein shall mean with respect
27 to the testing of finished Products, any of the following, at a Defendant's option: (a) testing of
two (2) or more samples, each from a different final Product of the most recent manufacturing,

1 labeling or processing lot or batch (“Manufacturing Lot”) of that Product; or (b) testing of one (1)
2 sample from the most recent Manufacturing Lot of a Product, provided that the one sample
3 actually tested is a composite of three (3) or more samples taken from three (3) or more final
4 Products from that most recent such Manufacturing Lot of that Product. Each of the three (3) or
5 more samples taken from three (3) or more final Products must be equal to the other samples
6 (e.g., 4 capsules taken from each of three final Products, or 1 gram taken from each of three final
7 Products).

8 (b) Raw Materials. “Representative Sampling” as used herein shall mean with respect to
9 the testing of raw material, testing of one (1) sample from the most recent shipping lot received
10 by Defendant of each raw material comprising the Product, provided that the one sample actually
11 tested is a composite of three (3) or more samples from the most recent shipping lot of that raw
12 material. Each of the three (3) or more raw material samples which comprise the composite
13 sample actually tested shall be equal to the other samples.

14 (c) First Two Year’s Frequency of Sampling. During each of the two years after the
15 Effective Date, for purposes of documenting compliance with Sections 2.2, 2.4 and 9 of this
16 Consent Judgment after sixty (60) days from the Effective Date, Defendant shall conduct (or have
17 conducted on its behalf) Representative Sampling meeting the definition of either Section 2.1.6(a)
18 or 2.1.6(b), or any combination of the two, as Defendant shall elect in its sole discretion. The
19 Parties agree that Representative Sampling shall for the first two years after the Effective Date
20 mean the testing either of (1) each Manufacturing Lot of a finished Product pursuant to 2.1.6(a),
21 or (2) each raw material comprising a finished Product, or (3) any combination of the two,
22 provided Defendant has laboratory test data with respect to each Product Defendant ships for sale
23 to California between the Effective Date and the second anniversary of the Effective Date.

24 (d) Sampling Frequency After Second Anniversary of Effective Date. After the second
25 anniversary of the Effective Date, Defendant shall conduct (or have conducted on its behalf)
26 Representative Sampling on raw materials or finished Products, as the case may be, but
27 Defendant may adjust the frequency of the sampling regime set forth in Section 2.1.6(c). Any
adjustments to the sampling regime shall be sufficient to allow Defendant to continue to

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1 accurately determine levels of Metals in Products or in raw materials. Any adjustments to the
2 sampling regime shall be based upon Defendant's consideration of the following factors: (i)
3 existing data, (ii) the variability of Metals levels in a raw material or in a Product, as documented
4 through testing, (iii) the predictability of the distribution of the range of Metals levels in a raw
5 material, based on prior laboratory test data, (iv) the amount of a raw material used in a finished
6 Product, and (v) other relevant considerations. In any proceeding to enforce this Consent
7 Judgment, Defendant bears the burden of showing by substantial evidence that any testing regime
8 adopted under this Section 2.1.6(d) is reasonable and is sufficient to accurately determine Metals
9 levels in raw materials or finished Products. This Section 2.1.6(d) governs the frequency of
10 sampling, and does not alter the definitions of Representative Sampling set forth in Sections
11 2.1.6(a), (b), or (c) the testing protocols set forth herein. Defendants are not limited to providing
12 only Representative Sampling data to Plaintiff in the event Plaintiff conducts compliance
13 monitoring under Section 2.1.7 or otherwise moves to enforce this Consent Judgment.

14 **2.1.7 Compliance Monitoring.** At any time following 60 days after the
15 Effective Date, AYS may request that Defendant provide, within thirty-five (35) days of the date
16 of its request, documentation supporting the sale in California of any Product without the health
17 hazard warnings specified in this Consent Judgment. For the first three years after the Effective
18 Date, such requests may be made with respect to as many as twenty-five (25) percent, annually,
19 of the number of Products listed on Defendant's then current Product list, up to a maximum of
20 thirty (30) requests in total for up to thirty (30) different Products in a year. For subsequent years
21 four and five after the Effective Date, AYS may request information on no more than ten (10)
22 percent, annually, of the number of Products listed on Defendant's then current Product list, up to
23 a maximum of twelve (12) requests in total for up to twelve (12) different Products in a year.
24 After the fifth year after the Effective Date, AYS shall not be entitled to request information
25 pursuant to this Section 2.1.7, unless a violation of this Consent Judgment previously was
26 established within the three years preceding the date of the AYS request, in which case AYS shall
27 be entitled to tender up to twelve (12) requests in total for information respecting up to twelve
(12) different Products for up to one more year after the date of the AYS request. With respect to

1 each Product for which any request under this Section 2.1.7 is made, the Defendant shall provide
2 a declaration from the persons responsible for the testing, verifying quality assurance and quality
3 control procedures, and verifying that the testing was conducted in strict accord with Section 2.1.
4 For any Product for which AYS' request for such documentation is not provided within sixty (60)
5 days of the date of the request, such Product will be deemed sold in violation of this Consent
6 Judgment as to all sales in California of that Product after the date of AYS' request through the
7 date upon which such documentation is received by AYS and therefore will be subject to the
8 provisions of Section 3.1 (Civil Penalties) herein; provided, however, that Defendant's mere
9 contesting of any assertion by AYS concerning inadequacies in the documentation produced to
10 AYS shall not, in and of itself, be deemed a violation of this Section 2.1.7. For AYS to establish
11 a violation of this Section, the documentation provided or other documentation must show that a
12 health hazard warning was required under this Consent Judgment. Violations of this Section 2.1.7
13 may be enforced as specified hereinbelow and are not exclusive of other remedies, if any,
14 available to Plaintiff.

15 **2.1.3 Limited Exemptions from Testing.** Defendant need not test (or have
16 tested on its behalf) all excipients, fillers, flavors, colors or binders ("Standardized Ingredients")
17 if it reasonably and in good faith believes such Standardized Ingredients do not contain Metals at
18 levels that might cause or contribute to a violation of this Consent Judgment. Defendant's good
19 faith belief shall be based on periodic laboratory test data, vendor certifications, or other such
20 reasonable and appropriate information including consideration of the reliability and consistency
21 of the supplier, the nature of the ingredient, the amount used and other relevant factors.
22 Defendant periodically shall monitor and evaluate such Standardized Ingredients for Metals
23 levels. In the event that AYS should move to enforce this Consent Judgment, Defendant bears
24 the burden of establishing by a preponderance of evidence that any failure to test an excipient,
25 filler, flavor, color or binder for Metals content was reasonable and in good faith, and must
26 produce all such supporting evidence in the context of the meet and confer process concerning
27 enforcement of this Consent Judgment contemplated under Section 8.1 herein. Defendant's
failure to test an excipient, filler, flavor, color or binder for Metals content, in the absence of a

1 reasonable and good faith belief that such ingredient does not contain Metals at levels that might
2 cause or contribute to a violation of this Consent Judgment, shall constitute a material breach of
3 this Consent Judgment and be subject to stipulated civil penalties as provided for herein if such
4 failure to test causes or contributes to a failure to provide a warning when required under Section
5 2.2 or causes or contributes to a violation of Section 2.4 of this Consent Judgment.

6 **2.1.9 Product or Ingredient Specifications.** On or before the date that is sixty
7 (60) days after the Effective Date, Defendant shall establish, at its option, either: (a) specifications
8 for the Metals content of all raw materials used in the Products, or (b) specifications for the
9 Metals content in finished Products. Defendant shall not use raw materials which fail to meet the
10 Metals specifications Defendant established for raw materials used in the manufacture of
11 Products. Defendant shall not ship for sale or use in California Products which fail to meet
12 Defendant's specifications for Metals content in finished Products, unless such Products meet all
13 terms of this Consent Judgment, including the warning obligations in Section 2 and Section 9.
14 Defendant may from time to time adjust specifications for raw materials or for finished Products.

15 **2.2 Provision of Clear and Reasonable Warnings.**

16 **2.2.1 On-Product Warnings.** On or before the date that is sixty (60) days
17 following the Effective Date, Defendant shall permanently cease and no longer ship for sale or
18 use in California any Products (as defined in Sections 1.2, 1.3 and 9.1) which require a warning
19 under the terms of this Consent Judgment, unless each individual Product (in the form intended
20 for sale to the end-user) bears one of the warning statements specified below on its individual unit
21 label or packaging:

22 (a) If use or consumption of the Product in accordance with Defendant's label directions
23 results in an exposure exceeding 10.0 micrograms/day of arsenic, but otherwise would not require
24 a warning under this Consent Judgment, then the warning shall state:

25 **WARNING: The use of this product will expose you to chemicals known to**
26 **the State of California to cause cancer.**

1 (b) If use or consumption of the Product in accordance with Defendant's label directions
2 results in an exposure exceeding 10.0 micrograms/day of arsenic, and exceeding any of the levels
3 set for lead, mercury, or cadmium in this Consent Judgment, then the warning shall state:

4 **WARNING: The use of this product will expose you to chemicals known to**
5 **the State of California to cause cancer and birth defects or other reproductive**
6 **harm.**

7 (c) If use or consumption of the Product in accordance with Defendant's label directions
8 results in an exposure that does not exceed 10.0 micrograms/day of arsenic, but that does exceed
9 any of the levels set for lead, mercury, or cadmium in this Consent Judgment, then the warning
10 shall state:

11 **WARNING: The use of this product will expose you to chemicals known to**
12 **the State of California to cause birth defects or other reproductive harm.**

13 (d) The warning statement shall be prominent and displayed on the label or packaging of
14 each Product with such conspicuousness, as compared with other words, statements, or designs,
15 so as to render it likely to be read and understood by an ordinary individual prior to purchasing or
16 using the Product. The warning statement shall be printed on the label or packaging in a font size
17 no smaller than any other precautionary statements or warnings printed on the Product's label or
18 packaging.

19 **2.2.2 Additional Warnings Concerning Mail Order & Internet Sales.** If a
20 Defendant sells a Product that requires a warning under this Consent Judgment, by mail order or
21 over the Internet to a purchaser in the State of California on or after the date that is sixty (60) days
22 after the Effective Date, the following additional requirements shall apply. For such mail order
23 sales, the warning language required under this Consent Judgment shall be included in the mail
24 order catalogue, either on the same page as any order form, or on the same page(s) upon which
25 the Product's price is listed, in the same type size as the surrounding, non-heading text (this
26 requirement shall be applicable only to all catalogues printed after the Effective Date). For such
27 Internet sales, the warning language required under this Consent Judgment shall be displayed (in
the same type size as the surrounding, non-heading text) either: (a) on the same page upon which
the Product is displayed or referenced; (b) on the same page as any order form for any Product, or
(c) on the same page as the price for the Product is displayed.

1 **2.3 Exceptions To Warning Requirements.** No Product that meets each of the
2 following criteria shall require a warning pursuant to this Consent Judgment:

3 **2.3.1 For Lead Warnings, Exposure Below “No Observable Effect Level.”**

4 Use or consumption of a Product causes total daily exposure¹ to lead of less than 0.5 micrograms
5 when consumed or used in accordance with the Defendant’s label directions, excluding any
6 naturally occurring lead, as defined for purposes of this Consent Judgment in Section 2.3.2
7 (“Naturally Occurring Lead”), in such Product. Prior to shipment for sale to California
8 consumers, Defendant shall provide consumer use instructions on the label or packaging of each
9 individual Product (in the form intended for sale to the end-user). If the consumer use
10 instructions include a range of consumption levels (e.g., “take 2 to 4 tablets daily”), then for
11 purposes of compliance with Sections 2.2, 2.4, 9 and otherwise under this Consent Judgment, the
12 highest dose instructed shall be the dose.

13 **2.3.2 “Naturally Occurring” Allowance For Lead for Products Shipped for**
14 **Sale After Sixty Days Following The Effective Date.**

15 (a) Initial Naturally Occurring Lead Level. Unless a Product contains a warning in
16 compliance with this Consent Judgment, the initial Naturally Occurring Lead level in any Product
17 subject to this Consent Judgment Defendant ships for sale or use in California after the date that is
18 sixty (60) days following the Effective Date, shall not exceed a concentration that will result in
19 3.5 micrograms lead ingested/day, assuming the Product is used or consumed in accordance with
20 the Defendant’s consumer use instructions. Products where the concentration results in lead
21 levels that exceed (i) this initial 3.5 micrograms ingested level or (ii) Products which exceed any
22 future Naturally Occurring Lead level subsequently established pursuant to this Consent
23 Judgment, (plus, in either the case of (i) or (ii) an additional 0.5 micrograms Lead as allowed by
24 regulation and under Section 2.3.1), shall be subject to the warning requirements set forth in
25 Sections 2.2.1, 2.2.2 and 9 herein, unless Defendant can show by a preponderance of the evidence
26 that all lead in such Products (except 0.5 micrograms ingested in a daily dose) is naturally
27

¹ For purposes of this Consent Judgment only, the term “exposure” is deemed to mean
“ingestion”, consistent with Title 22, Cal. Code Regs., section 12102(i) (which defines the term
“expose” as “to cause to ingest....”).

1 occurring per 22 Cal. Code Reg. § 12501. If Defendant in the future elects to make this showing
2 that more than 3.5 micrograms of lead is naturally occurring, Defendant agrees to provide all
3 evidence supporting such a showing to AYS in the context of the meet and confer process
4 concerning enforcement of this Consent Judgment contemplated under Section 8.1 herein.
5 Defendant's failure to produce this information or Defendant's failure to establish to the Court
6 that lead in excess of 0.5 micrograms in a daily dose, plus Naturally Occurring Lead, is naturally
7 occurring under the criteria in 22 Cal. Code Reg. § 12501 shall constitute a material breach of this
8 Consent Judgment and be subject to stipulated civil penalties as provided for herein if a Product
9 which requires a health hazard warning under this Consent Judgment was sold in California
10 without such warning. Nothing in this Section 2.3.2 constitutes a waiver of Defendant's right to
11 establish, in accordance with the procedures set forth in Sections 2.3.2 and 8.1, that levels of
12 Metals other than lead are naturally occurring under the criteria of 22 Cal. Code Reg. § 12501.
13 The Parties agree that the initial 3.5 micrograms Naturally Occurring Lead level is the result of
14 negotiations and a review of the available information and shall be applicable to the Products
15 subject to this Consent Judgment at this time and shall have no application to other products.

16 (b) Evaluation of Future Naturally Occurring Lead Levels. In recognition of the
17 possibility that the "lowest level feasible" of Lead may change over time, the Parties agree to
18 evaluate the Naturally Occurring Lead level annually for five (5) years as set forth below.
19 Commencing January 15, 2006 and ending January 15, 2011 for each year Defendant shall tender
20 a statement of determination whether an adjustment to the Naturally Occurring Lead level can be
21 supported by substantial evidence. Such a determination respecting the Naturally Occurring Lead
22 level shall be made by Defendant in good faith and be based on Representative Sampling and
23 "Feasibility." "Feasibility" for purposes of this Consent Judgment shall mean consideration of
24 the following: (1) the availability and reliability of a supply to Defendant of raw materials in
25 question; (2) the reasonable cost to Defendant of Products or raw materials therein; (3) any
26 resulting unreasonable increase in cost to a Defendant to procure a Product or raw materials with
27 lower levels of lead; (4) performance characteristics, including formulation, performance, safety,
taste, efficacy and stability, of any raw materials or finished Product; (5) the lawfulness of

1 alternatives (no alternative shall result in a violation of law, or a breach of a standard of identity);
2 and (6) other relevant and reasonable considerations. If upon determination of either Party a
3 change is warranted, then that Party within sixty (60) days of the statement date shall proceed to
4 modify this Consent Judgment in accordance with Section 8 herein. Defendant's obligations
5 under this Section 2.3.2(b) are without prejudice to any rights of Plaintiff under Section 8 or
6 otherwise herein. If either Party seeks to modify the initial or any subsequently established
7 Naturally Occurring Lead level as defined herein, such modification shall only be effective upon
8 an order by the Court, after a noticed motion, notice of which motion shall be served on the
9 Office of the Attorney General at least forty-five (45) days prior to the hearing date, and which
10 motion shall include the information supporting the request for modification.

11 **2.3.3 Conditions Under Which "Naturally Occurring" Allowance For Lead**
12 **Applies.** For purposes of compliance with Section 2.2, Defendant shall exclude that amount of
13 lead specified in Section 2.3.2, provided Defendant has not intentionally or unintentionally added
14 any lead to a Product and Defendant has done or caused to be done all of the following: (a) used,
15 or required the manufacturer of the Product to use, "Good Manufacturing Practices," as defined in
16 Exhibit C hereto in connection with each ingredient in the Product and with the Product; (b) used
17 or, if Defendant is purchasing an ingredient used in a Product directly from the grower of that
18 ingredient, required the grower to use, in those instances where Defendant has the commercially
19 reasonable ability to do so, Good Agricultural Practices; (c) used, at all times relevant to the
20 production of the Product, quality control measures that reduce natural chemical contaminants to
21 the "lowest level currently feasible," as that phrase is used in Title 21 Code of Federal
22 Regulations, Section 110.110(c) (2001). If the United States Food & Drug Administration adopts
23 Good Manufacturing Practices ("GMPs") regulations applicable to Defendant's dietary
24 supplement manufacturing, Defendant, as of the effective date of those federal regulations, shall
25 proceed under such new regulatory GMPs in lieu of the obligations set forth on Exhibit C within
26 thirty (30) days of such adoption.

27 **2.3.4 Stipulated Exposure Levels Triggering Warning Requirements For**
Arsenic, Cadmium and Mercury. Prior to shipment for sale to California consumers,

1 Defendant shall provide consumer use instructions on the label or packaging of each individual
2 Product (in the form intended for sale to the end-user). If the consumer use instructions include a
3 range of consumption levels (e.g., "take 2 to 4 tablets daily"), then for purposes of compliance
4 with Sections 2.2 and 9 and otherwise under this Consent Judgment, the highest dose instructed
5 shall be the dose. For arsenic, cadmium and mercury, the health hazard warnings set forth in
6 Section 2.2.1 shall be required if use or consumption of a Product in accordance with Defendant's
7 label directions results in an exposure exceeding any of the following levels: (a) (1) mercury and
8 mercury compounds, except inorganic mercury, 0.30 micrograms/day; (2) inorganic mercury, 3.0
9 micrograms/day; (b) cadmium, 4.10 micrograms/day; (c) arsenic, 10.0 micrograms/day. For
10 purposes of this Consent Judgment, and in the absence of knowledge to the contrary on the part of
11 Defendant, Defendant shall presume that all mercury in a Product is not inorganic mercury and
12 therefore is subject to the standard in 2.3.4(a)(1) unless Defendant, through laboratory testing and,
13 if applicable, other relevant information, establishes that a Product contains only inorganic
14 mercury, in which case that Product shall be subject to the standard in 2.3.4(a)(2). Records
15 supporting Defendant's determination respecting inorganic mercury content in a Product shall be
16 provided to Plaintiff in accordance with Defendant's obligations under Section 2.1.7, Section 8
17 and Section 9.1.

18 **2.4 Ban on Sales of Products Causing Exposures to Lead in Excess of 14**
19 **Micrograms Per Day.** No Product may be shipped by Defendant for sale in the State of
20 California after sixty (60) days following the Effective Date if, when used or consumed in
21 accordance with the Defendant's label directions, it causes an exposure to lead in excess of 14
22 micrograms/day.

23 **3. CIVIL PENALTIES**

24 **3.1 Stipulated Civil Penalties For Future Violations of This Agreement.**

25 Proposition 65 provides for civil penalties of up to \$2500 per violation per day, pursuant to
26 California Health & Safety Code § 25249.7. In the event that after sixty (60) days following the
27 Effective Date, Defendant violates Sections 2 or 9 herein, the Parties stipulate that Defendant
shall be liable for a stipulated civil penalty in the amount of \$5.00 per unit item sold in violation

1 of this Consent Judgment, unless the Defendant's actual per unit sale price to the buyer was less
2 than \$5.00, in which case the stipulated penalty shall be fifty percent (50%) of the sale price
3 Defendant received from the relevant buyer for the Products at issue. Total civil penalties
4 concerning all Products sold in violation of this Consent Judgment shall not exceed \$70,000 for
5 such violations in any calendar year. Plaintiff may establish such violation(s) hereunder by a
6 preponderance of the evidence upon a duly noticed motion in the San Francisco Superior Court
7 and subject to the provisions of Section 8 herein. AYS shall remit 75% of this amount to the
8 State of California pursuant to Health & Safety Code § 25249.12(b).

9 **3.2 Civil Penalty Assessment.** Defendant shall pay a civil penalty in the amount of
10 \$5,000 to AYS, pursuant to Health & Safety Code § 25249.7(b). AYS shall remit 75% of this
11 amount to the State of California pursuant to Health & Safety Code § 25249.12(b).

12 **3.3 Payment in Lieu of Additional Civil Penalties.** Defendant shall make a payment
13 in lieu of additional penalties in the amount of \$95,000 to AYS. AYS shall forward at least one-
14 half of these funds to California non-profit groups to reduce exposures to toxic chemicals, and to
15 increase consumer, worker and community awareness of the health hazards posed by toxic
16 chemicals. Any remaining funds shall be deposited in the AYS Foundation Environmental
17 Enforcement Fund and shall be used to reduce exposures to toxic chemicals, and to increase
18 consumer, worker and community awareness of the health hazards posed by toxic chemicals. In
19 deciding among the grantee proposals, the As You Sow Board of Directors ("Board") takes into
20 consideration a number of important factors, including: (1) the nexus between the harm done in
21 the underlying case(s), and the grant program work; (2) the potential for toxics reduction,
22 prevention, remediation or education benefits to California citizens from the proposal; (3) the
23 budget requirements of the proposed grantee and the alternate funding sources available to it for
24 its project; and (4) the Board's assessment of the grantee's chances for success in its program
25 work. AYS shall ensure that all funds will be disbursed and used in accordance with AYS'
26 mission statement, articles of incorporation, and bylaws and applicable state and federal laws and
27 regulations.

1 3.4 **Penalties are not a credit.** No penalties paid herein shall be construed as a
2 credit against future claims against Defendant.

3 **4. REIMBURSEMENT OF FEES AND COSTS**

4 4.1 **Reimbursement of Plaintiff's Investigative, Expert and Legal Fees and Costs.**
5 Defendant shall reimburse AYS in the amount of \$40,000 for AYS' reasonable investigative,
6 expert, and legal fees and costs incurred as a result of investigating and negotiating a settlement in
7 the public interest.

8 **5. PAYMENT OBLIGATIONS**

9 5.1 Pursuant to Sections 3.2, 3.3 and 4.1 herein, Defendant agrees to remit the total
10 amount of \$140,000 to AYS, payable to "As You Sow" (Employer Identification Number 94-
11 3169008) within fifteen (15) days of the Parties' execution of this Consent Judgment, with the
12 last signature date triggering the fifteen (15) day period (if AYS is the last signatory, this fifteen
13 (15) day period shall run from the date of transmission of facsimile notice of AYS' signature to
14 Defendant and Defendant's counsel).

15 **6. RELEASE OF LIABILITY**

16 6.1 **Release of Liability.** AYS, on its own behalf, and on behalf of the general public,
17 waives all rights to institute or participate in, directly or indirectly, any claim or form of legal
18 action against Defendant, its officers, directors, employees, agents, attorneys, representatives,
19 shareholders, parents, subsidiaries, affiliates, divisions, predecessors, successors, subdivisions,
20 downstream distributors, downstream retailers, downstream customers, and upstream suppliers
21 (including manufacturers of the Products and manufacturers of the raw materials of the Products)
22 whether under Proposition 65, Business & Professions Code §§17200 or 17500, based upon
23 Defendant's alleged failure to warn, within the meaning of Proposition 65, about exposure to
24 lead, arsenic, cadmium or mercury contained in any of the Products sold in California on or
25 before sixty (60) days after the Effective Date or based on any other legal claim or theory that
26 was or could have been alleged in the Action based on the facts alleged in the Complaint.

27 6.2 **Release of Liability of AYS.** Defendant waives all of its rights to institute any
claim, or form of legal action against AYS, its officers, directors, employees, agents, attorneys

1 and representatives (the "AYS Releasees") for all actions or statements made or undertaken by
2 the AYS Releasees in the course of seeking enforcement of Proposition 65 or Business &
3 Professions Code §§ 17200 and 17500 et seq. in the Action.

4 **7. CONSENT JUDGMENT**

5 **7.1 Consent Judgment.** Upon execution of this [Proposed] Consent Judgment by all
6 Parties, AYS had noticed a Motion for Approval & Entry of Consent Judgment in the San
7 Francisco Superior Court pursuant to Title 11, Cal. Code of Regs. §3000, *et seq.* This Motion
8 was served and any future Motions shall be served upon all of the Parties to the Action and upon
9 the California Attorney General's Office. In the event that the Court fails to approve and order
10 entry of the judgment, this Consent Judgment shall become null and void upon the election of any
11 Party as to them and upon written notice to all of the Parties to the Action pursuant to the notice
12 provisions herein. If this Consent Judgment becomes null and void, or is not approved by the
13 Court within one hundred and eighty (180) days of its execution by all Parties, AYS shall refund
14 all sums paid by Defendant pursuant to Sections 3.2, 3.3 and 4.1 within fifteen (15) days of
15 written notice to AYS by Defendant that a refund is due. Defendant and AYS shall use best
16 efforts to support entry of this Consent Judgment in the form submitted to the Office of the
17 Attorney General. If the Attorney General objects in writing to any term in this Consent
18 Judgment, the Parties shall use best efforts to resolve the concern in a timely manner and prior to
19 the hearing on the motion to approve this Consent Judgment. If the Parties cannot resolve an
20 objection of the Attorney General, then Plaintiff and Defendant shall proceed with seeking entry
21 of an order by the court approving this Consent Judgment in the form originally submitted to the
22 Office of the Attorney General, or in such other form as the Parties shall mutually agree upon
23 after consideration of any comments of the Attorney General. If the Attorney General elects to
24 file a notice or motion with the Court stating that the People shall appear at the hearing for entry
25 of this Consent Judgment so as to oppose entry of the Consent Judgment, then a party may
26 withdraw from this Consent Judgment prior to the date of the hearing, with notice to all parties
27 and the Attorney General, and upon such notice this Consent Judgment shall be null and void and

1 any sums paid hereunder shall be returned to Defendant within fifteen (15) days of the date of the
2 notice.

3 **7.2 Amendment To Complaint.** Upon the expiration of the 60-Day Notice issued on
4 or about February 22, 2005, the Complaint herein shall be deemed amended to include all
5 violations described in that 60-Day Notice.

6 **8. ENFORCEMENT AND MODIFICATION**

7 **8.1 Enforcement and Stipulated Civil Penalties.** In the event that a dispute arises
8 with respect to any of the provisions of this Consent Judgment, the Parties shall meet and confer
9 within twenty (20) days after any Party receives written notice of an alleged violation of this
10 Consent Judgment from another Party. In the event the affected Parties cannot resolve the
11 dispute, this Consent Judgment may be enforced pursuant to Code of Civil Procedure § 664.6 or
12 any other valid provision of law. The prevailing party in any dispute regarding compliance with
13 the terms of this Consent Judgment shall be awarded its reasonable fees and costs incurred, in
14 addition to any other relief otherwise ordered by the Court, including but not limited to civil
15 penalties assessed pursuant to Section 3 herein.

16 **8.2 Modification of Judgment - Grounds.** This Consent Judgment shall not
17 obligate Defendant to provide a health hazard warning (as described in Section 2 herein) for a
18 Product if that Product causes an exposure below the "No Significant Risk Level" or "Maximum
19 Allowable Daily Level," as those terms are defined in Proposition 65 and its implementing
20 regulations. Any such levels adopted in a final regulation or law pursuant to Proposition 65 after
21 the Effective Date shall become the standard under this Consent Judgment on the date of adoption
22 without need for formal modification of this Consent Judgment, but Defendant retains its rights
23 and obligations under Section 2.3.2. to establish naturally occurring levels of Metals. The Parties
24 acknowledge that new toxicological information or exposure assessments concerning hazardous
25 substances and testing methodologies are continuously becoming available, and that statutory and
26 regulatory standards applicable to the Products may evolve in the future. Accordingly, the Parties
27 agree that any Party may file a motion pursuant to § 664.6 of the California Code of Civil
Procedure, and under the conditions set forth below, move the Court for modification of the

1 warning requirement or any other term set forth in Section 2 herein on the grounds that (a) they
2 conflict with the applicable legal standards concerning the Products or any ingredient therein, or
3 (b) the warning requirement or any other term set forth in Section 2 herein are more stringent than
4 the warning requirements Plaintiff after the Effective Date in an order, judgment or settlement
5 under Proposition 65 agrees to with respect to any dietary supplements that are substantially
6 similar to the Products herein. Absent good cause shown by Plaintiff, Plaintiff shall allow
7 modification of this Consent Judgment to permit Defendant to adhere to such less stringent
8 warning requirements. Any disputes regarding the issues set forth in this subsection shall be
9 resolved in accordance with the procedures set forth in Section 8.3 below.

10 **8.3 Modification of Judgment – Procedure.** In the spirit of cooperation and in the
11 interests of minimizing the investigative, expert and attorneys’ fees and costs associated with
12 such a motion, the Parties agree to meet and confer in good faith as follows. Prior to filing a
13 motion pursuant to Section 8.2 herein, the Party seeking to modify the judgment shall first
14 provide the non-moving Party and the California Attorney General’s Office with any legal or
15 scientific data upon which the motion would rely. The non-moving Party and the California
16 Attorney General’s Office shall be allowed a period of forty-five (45) days to review that data and
17 to provide the moving Party with its formal written response (the Attorney General’s Office’s
18 failure to respond to this submission shall not be construed in any manner to reflect any particular
19 view, on the part of the Attorney General’s Office, of this Consent Judgment or of the applicable
20 law or science). The Parties shall then meet and confer within twenty (20) days of the non-
21 moving Party’s written response. If, after meeting and conferring, the moving Party elects to
22 proceed with a motion to amend this judgment, it may do so with proper notice to the other Party
23 and the Attorney General’s Office as required under the California Code of Civil Procedure.
24 Such a motion may be accompanied by scientific data, studies, written declarations, and live
25 testimony or discovery responses. In the event that the Court determines that a Party seeking or
26 opposing a motion to modify this Consent Judgment did so without justification or failed to meet
27 and confer in good faith prior to moving for such modification, the other Party shall be awarded
reasonable fees and costs incurred.

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9. NEW PRODUCTS.

9.1 New Product Testing Prior to Sale in California. If, after the date that is sixty (60) days after the Effective Date, Defendant elects to ship for sale in California any new product(s) of the type set forth in Section 1.2 hereinabove (herbs, herbal products, traditional patent medicines, bulk herbs, infusions, extracted powders, tea pills, traditional pills, patent formulas, teas, bulk teas, liquid herbal extracts, and capsules) but not identified on Exhibit A hereto, Defendant shall, before shipping the new product(s) for sale in California, conduct the testing set forth in Section 2.1 and adhere to the requirements of this Consent Judgment with respect to such new product(s). If the Product requires a warning under the standards in Sections 2.2 and 2.3, Defendant shall, prior to shipment for sale in California of such new product(s) provide AYS with a test result, using the testing methods set forth in Section 2.1 above, and a notice that all of the warning requirements set forth in Section 2.2 hereinabove are complied with as to such new product(s). Failure to provide the warning if required under Section 2.2 shall be a violation of this Consent Judgment subject to stipulated penalties in accordance with Section 3.1. Such new product(s) shall then be deemed Product(s) subject to all of the terms of this Consent Judgment. Before the date that is sixty (60) days after the Effective Date, Defendant may ship for sale to California customers new or reformulated products of the type set forth in Section 1.2 that are not listed on Exhibit A, and the sales of such products shall not be deemed in violation of any term of this Consent Judgment.

9.2 Annual New Product Update List. Commencing January 15, 2006 and through and including January 15, 2011, Defendant shall provide AYS with an annual updated list of new Products Defendant shipped for sale or use in California in the preceding calendar year for which Defendant has ascertained that warnings are not required under this Consent Judgment. If Plaintiff cannot ascertain and in good faith inquires in writing as to whether a specific Product is a new Product in a given year (for the period commencing January 15, 2006 and through and including January 15, 2011) Defendant shall promptly (and in any event within thirty-five (35) days of the date of Plaintiff's request) reply to advise whether the Product is a new Product for that year or is an existing Product.

10. **GOVERNING LAW**

10.1 **Governing Law.** The terms of this Consent Judgment shall be governed by the laws of the State of California. This Consent Judgment shall not govern Products or products sold to consumers or other persons outside the State of California.

11. **NOTICES**

11.1 **Notices.** All correspondence and notices required to be provided under this Agreement shall be in writing and shall be sent by first class registered or certified mail, or via a reputable overnight delivery service with a tracking mechanism, addressed as follows:

All correspondence to AYS shall be mailed to:

Attn: Lawrence E. Fahn, Executive Director
As You Sow
311 California Street, Suite 510
San Francisco, CA 94104

With a copy to:

Andrew L. Packard, Esq.
Law Offices of Andrew L. Packard
294 Page Street
San Francisco, CA 94102

All correspondence to Defendants shall be mailed to:

Attn: Douglas Faggioli, President and CEO
Nature's Sunshine Products, Inc.
75 East 1700 South
P.O. Box. 19005
Provo, UT 84605-4555

With a copy in each case to:

Judith M. Praitis, Esq.
Sidley Austin Brown & Wood LLP
555 West 5th Street
Los Angeles, CA 90013

12. **INTEGRATION AND MODIFICATION**

12.1 **Integration & Modification.** This Consent Judgment, together with the Exhibits hereto which are specifically incorporated herein by this reference, constitutes the entire agreement between the Parties relating to the rights and obligations herein granted and assumed, and supersedes all prior agreements and understandings between the Parties. Except as set forth in Section 8, this Consent Judgment may be modified only upon the written agreement of the Parties to be bound. If any term of this Consent Judgment is found by the court to be invalid, then such term shall be stricken and the remaining terms shall not be affected thereby. In the interpretation hereof, references to general "Sections" (e.g., "Section 8") shall include all subsections within said section (e.g., Sections 8.1, 8.2 and 8.3), but references to specific subsections (e.g., "Section 2.2.1") shall refer only to that specific subsection.

LAW OFFICES
ANDREW L. PACKARD
294 PAGE STREET SAN FRANCISCO CALIFORNIA 94102
TEL 415-431-2970 FAX 415-431-0410

13. COUNTERPARTS

13.1 Counterparts. This Consent Judgment may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

14. AUTHORIZATION

14.1 Authorization. The undersigned are authorized to execute this Agreement on behalf of their respective parties and have read, understood, and agree to all of the terms and conditions of this Agreement.

IT IS SO STIPULATED:

DATED: 5-9-05

AS YOU SOW



By: Lawrence E. Fahn
Executive Director

DATED: _____

NATURE'S SUNSHINE PRODUCTS, INC.

By: _____

IT IS SO ORDERED:

DATED: _____

Judge of the Superior Court

INDEX OF ATTACHED EXHIBITS

EXHIBIT A - Product List

EXHIBIT B - Notices of Proposition 65 Violations

EXHIBIT C - BMPs In Place until Federal GMPs Apply to Defendant

LAW OFFICES
ANDREW L. PACKARD
294 PAGE STREET SAN FRANCISCO CALIFORNIA 94102
TEL 415-431-2970 FAX 415-431-0410

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IT IS SO STIPULATED:

DATED: _____

AS YOU SOW

By: Lawrence E. Fahn
Executive Director

DATED: _____

NATURE'S SUNSHINE PRODUCTS, INC.

By: 

IT IS SO ORDERED:

DATED: _____

Judge of the Superior Court

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LAW OFFICES
ANDREW L. PACKARD
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IT IS SO STIPULATED:

DATED: _____

AS YOU SOW

By: _____
Lawrence E. Fahn
Executive Director

DATED: _____

NATURE'S SUNSHINE PRODUCTS, INC.

By: _____

IT IS SO ORDERED:

DATED: MAY 17 2005

 RONALD EVANS QUIDACHAY
Judge of the Superior Court

INDEX OF ATTACHED EXHIBITS

EXHIBIT A - Product List

EXHIBIT B - Notices of Proposition 65 Violations

EXHIBIT C - BMPs In Place until Federal GMPs Apply to Defendant

EXHIBIT A

[REDACTED]
In addition to those products expressly listed herein, (a) if a product is a predecessor to a listed product but discontinued before the Effective Date; or (b) if a product is a discontinued product of the type meeting the definition of a Product in Section 1.2 and was manufactured prior to the Effective Date, such products are deemed listed on this Exhibit A.

NSP Products

Alfalfa 100
Alfalfa (270)
Anamu
Astragalus (Root)
Barley Green Concentrate
Bayberry
Bee Pollen
Bilberry Concentrate (60)
(DIN) Black Cohosh -
Flash-Ease Time Release
Black Walnut
Black Walnut Conc.
Blessed Thistle
Blue Cohosh
Butchers Broom
Burdock
Capsicum (Batch 300,000)
(DIN) Cascara Sagrada
Cascara Sagrada Vegetab
Una De Gato (Cat's Claw)
Catnip
Chamomile
Olive Leaf Extract
Chickweed
Comsilk
Damiana
Dandelion
Devils Claw
Dong Quai (100)
Eyebright
Echinacea Purpurea (180)
Parthenium Root
False Unicorn
(DIN) Feverfew Hi Par
Garlic
Synerpro Garlic Tablet
Ginger
Golden Seal
Gotu Kola
Activated Charcoal Capsule 100

Hawthorn Berries
Ho Shou Wu
Hops
Horsetail
Hydrangea
Juniper Berries
Kava Kava Concentrate
Kelp
Licorice Root
Licorice Conc. (50)
Lobelia
Marshmallow
Nature's Noni
Mullein
Nopal (100)
Papaya Mint Chewable (70)
Parsley
Passion Flower
Pau D'Arco (100)
Pau D'Arco 270
Heavy Metal Detox (90)
Yeast/Fungal Detox (90) (400K MAX)
N-Acetyl Cysteine
Paw Paw Cell Reg Capsule (120)
(DIN) Psyllium
Psyllium Hulls (100) New
Red Clover
BLOOD PRESSUREX
Cholesterol-Reg II (90)
Red Yeast Rice (120)
Red Raspberry
Rosehips
Safflowers
Sage
Sarsaparilla
Saw Palmetto
Saw Palmetto Softgels Concentrate
Senna Leaves Comb.
St. John's Wort T/R
(DIN) St. John's Wort w/Pan Flwr
Eleuthero
Korean Ginseng
Slippery Elm
Algin
Spirulina Plus
(DIN) Uva Ursi
(DIN) Valerian
Valerian Extract T/R
Wild American Ginseng (50)
White Oak Bark

Wood Betony
Wild Yam
Yarrow
(DIN) Yellow Dock
Yucca
ALJ
HistaBlock (90 capsules)
ALJ TABLET
ALJ Vegitabs (270)
APS II
Artemisia Combination
JOINT SUPPORT
AS w/Gymnema
Cardio Assurance
BF-X
Seasonal Defense
Herbal CA
CA Conc. (50)
Garlic, Capsicum, & Parsley
Cranberry/Buchu Comb.
Echinacea/Goldenseal Capsule
CC-A
Marshmallow & Fenugreek
SMALL INTESTINE DETOX
Nerve Eight
ENRG-V
EW Improved
(DIN) Enviro-Detox
Elderberry Defense
Fasting Plus
AdaptaMax (100)
FCS II
FEMALE COMFORT
Fenu-Max
Four (Improved)
Ginkgo Time Release
Ginkgo/Gotu Kola w/Bacopin
FV
Glucosamine
Guggul Lipid
Garcinia Combo
Ginkgo/Hawthorn (100)
Herbal Pumpkin
GASTRO HEALTH
LYMPH GLAND CLEANSE -HY
EverFlex (60)
Cellu-Smooth w/Coleus-90
Sugarreg
HS II
HSN-W

VS-C
(DIN)HERBAL SLEEP
HY-A
LYMPH GLAND CLEANSE
IGF-1 (1 oz Spray)
KIDNEY ACTIVATOR
K Conc. (50)
Kudzu/St. John's Wort
HERBAL TRACE MINERALS
LBS II (100)
LBS II Tablet
LBS II Tablets (270)
Vari-Gone
Liver Cleanse Formula
(DIN) LIV-J
PRO-PANCREAS FORMULA
PLS II
PS II
PBS
Super Algae
SF
All Cell Detox
Stress-J
Suma Combination
THIM-J (100)
pH Greenzone
TS II (Improved)
Green Tea Powder Extract
Ultimate Greenzone
Intestinal Soothe and Build
Breast Enhance (90)
Wild Yam/Chaste Tree
X-A
X-Action Men's (100)
Maca (90)
5-W
Women's X-Action (100)
Breast Assured (60)
Cramp Relief (100)
Menstrual Reg
ANTI-GAS FORMULA
Gall Bladder Formula
C-X
CLT-X (IMPROVED)
GC-X
HCP-X
I-X
IN-X
JP-X
Thyroid Activator (KC-X)

LB-X
Thyroid Support
NF-X
P-X
CORDYCEPS
NERVE CONTROL
Bone/Skin Poultice
Sinus Support EF (100)
JOINT HEALTH
BRONCHIAL FORMULA
Blood Sugar Formula
SKIN DETOX
Imitable Bowel Fiber
Nature's Three
Loclo High Fiber w/Stevia
E-TEA
Pau D'arco Bulk 7 oz.
Psyllium Hulls Combo. 13 oz.
V-X
STEVIA POWDER EXTRACT
Slippery Elm Bark 7 oz.
Veg Seasoning Broth
Cellular Build (60)
Alpha Lipoic Acid
(VEG) Indole 3 Carbinol (60)
Adrenal Support (60)
Vitamin E Complete with Selenium Softgels
(200)
Vitamin E Complete with Selenium Softgels (60)
Probiotic Eleven (Coated) (90)
DHA (60 softgels)
Super Omega 3 Softgels (bovine)
Proactazyme Plus
HI Lipase 120 LU
L. Reuteri Chewable Tablet (80)
Flax Seed Oil w/lignans Softgels (60)
(DIN) Folic Acid Plus (400 mcg F.A.)
Colostrum with Immune Factors (60)
Liquid B Vitamins
Multiple Vit & Min Chew
(DIN) Zinc Ease
Herbal Beverage
SC Formula
Powdered Vitamin C
Herbal Punch
Mega-Chel (180)
Nutri Calm (100) Yeastfree
T/R Multi. Vitamins & Minerals (60)
Balanced B. B Complex (120)
(DIN) Vitamin B-6 (120)
L-Lysine

L-Carnitine
Chewable Vitamin C 250 mg (120)
Vit. C. 1000 mg T/R 60
Vit. C T/R 180 1000 mg
(DIN) Pantothenic Acid
Synerpro Multi Vit. & Min (60)
Citrus (500) Bioflavonoids (90)
Vitamin E 100 IU Softgels (180)
Germanium (30)
Defense Maint.
Lactase Plus Enzyme
(DIN) Zinc 25 mg. (150)
Lecithin Softgels (270)
Milk-free Acidophilus (Coated)
Synerpro Calcium/Magnesium (240)
Trace Mineral Maintenance
Combination Potassium
Vit Cal/Mag With Vit D (200)
Aloe Vera Juice 32 oz.
Liquid Chlorophyll 16 oz
Aloe Vera Freeze Dried
Liquid Chlorophyll 32 oz
Chlorophyll Softgel Capsule (60)
Whole Leaf Aloe Juice 32 oz
Garlic Oil Softgel Capsule (60)
High Potency Grape (60)
Tofu Moo (dairy Free)
Hydrated Bentonite
Grape with Protectors (90)
Comb CBG Extract (DIN)
Black Walnut Extract
Hawthorn Berries Extract
Pau D'arco Extract
L-Glutamine (30 ct)
Vitamin B Complex (100)
Licorice Root Extract
Golden Seal/Parthenium Extract
Chelated Iron (180)
(DIN) Chelated Magnesium (180)
Evening Primrose Oil Softgels (90)
Super Supplemental Vit & Min (120)
(DIN) LB Extract
CoQ10 Plus (60)
Niacin 250 mg (90)
Chromium GTF/500 mcg
Skeletal Strength (SKL Formula)
Caprylic Acid Combo
Super Supplemental Vit & Min w/o Iron
Black Currant Softgels
Chondroitin

Monthly Maintenance (180)
Snorease
(DIN) Chi Mineral-Chi Tonic
(DIN) Stomach-Comfort, Chew (60)
GABA Plus (60)
Pregnenalona
Super Antioxidant (60)
Colostrum
Focus Attention
Food Enzyme (120) KSP-DIG
PDA Combo- HCl (200) (KSP)
Nature's Immune Stimulator
High Protease (90)
Focus Attention Powder
Super GLA Oil Blend Softgels
SAM-e 200 mg active
Triple Relief
Lutein
Magnesium Complex
Chinese Liver Balance
CHINESE STRESS RELIEF
CHINESE ANTI-GAS
CHINESE KIDNEY ACTIVATOR
(DIN) Coral Calcium (75 Grams)
IF-C
High Potency Protease
CHINESE MOOD ELEVATOR
Cellular Energy
SPLEEN ACTIVATOR
CHINESE BLOOD BUILD
KB-C
NERVOUS FATIGUE FORMULA
HY-C
CHINESE LUNG SUPPORT
Trigger Immune (IMM-C)
Super Oxide Dismutase (SOD) (60)
CoQ10 Softgel 75 mg (80)
Coral Calcium Capsule (90)
RETAIL SAMPLR:FATGRABR(20)
Retail Sample SuperSup (20)
RETAIL SAMPLER: STOMACH COMFORT
(20)
NUTRI-CALM TRIAL PACK (20)
FOOD ENZYME DIG. TRACT TRIAL SAMPLR
(20)
LBS II TRIAL PACKET (20)
Triple Relief Trial Pack
5-HTP POWER
Caprylimune Tablet New (150)
Target Endurance (90)
Target P-14 (90)

Target TS II (90)
Melatonin Extra
(DIN) BOWEL DETOX
Master Glandular (120)
Urinary Maint. Imp (120)
Synerprotein 20 g
7-Keto (30)
VITA-LEMON BEVERAGE
Fat Grabbers
Fat Grabber Sample Size
Fat Grabbers (360)
Carbo Grabbers (60)
MetaboMax EF (90)
CLA Softgel (75)
MetaboStart EF (14 Day Supply)
Stress Packet
Collatrim Plus (16 oz)
Collatrim Capsules
Men's Formula
Digestive Bitters Tonic (4 oz)
Brain Protex/Huperzine
Dulse Liquid (2 oz)
Blue Vervain Ext
Flax Seed Oil Liquid 8 oz
STRESS-J
CC-A w/Yerba Santa Extract
ALJ Liquid Herb
VS-C Liquid Herb
Kidney Drainage (2 oz)
Lymphatic Drainage (2 oz)
Echinacea/Golden Seal Liquid
Ultimate Echinacea
(DIN) Liq Calcium
Catnip & Fennel Extract
Nutri-Burn Drink 1240 grams
Berry Healthy AntioxDMix
TOFU MOO CAROB (27.6 OZ)
Nutri-Burn Vanilla (1251 grams)
Nature's Cortisol Formula (90) New
Dieter's Cleanse New (same ase Nature's
cleanse)
Chewable Elderberry Plus (60ct.)
Chew Antioxidant w/Gratine (120)
VitaWave Liquid (32 oz.)
(DIN) Oregon Grape Liq.
Red Clover Liquid Extract
Red Raspberry Extract
HSN Complex (90)
Primeform Free Aminos (60)
CleanStart Citrus Flavor
CleanStart Cleanse

Chinese Tiao He Cleanse
Colloidal Minerals w/Fulvic Acid 32 Ounce
Nature's Noni 2PACK
Mega Chel (90)
Natural Changes
MSM (90)
(DIN) Fibralgia
A&D 10,000/400 IU Softgels
Nature's Noni
Milk Thistle T/R
Nature's Cleanse (14-day)
Carotenoid Blend
Colloidal Silver (14 PPM)
Perfect Eyes (60)
Milk Thistle Improved 90
Improved Lymphomax
Bifidophilus Flora Force (Coated) (90)
Para-Cleanse w/ Paw Paw (20 Packets)
Co-Q10 30 mg
Thai-Go Drink (2 Pack) 25 oz.
Men's DHEA
Women's DHEA
Healthy Blast
Nutri-Calm (60)
Prenatal Vit & Min
Phyto-Soy

SYNERGY Products

Synergy Maximum Protein
(SLS1) Germanium Plus
(SLS1) Calcium Plus
(SLS1) Detox Plus
(SLS1) Men's Formula
(SLS1) SynerFood (120)
Body Guard Softgels
(SLS1) Perfect Shape Capsules
VitaPak
(SLS1) Age Renew
(SLS1) Breakdown
(SLS1) MetaSport
(SLS1) TheraSport
(SLS1) CyberSport
Noni Supreme (US) 32 oz.
Brainiacs Childrens Chewable
Perfect Shape Liquid
(SLS1) CarboSmart
ProArgi-9
SyneMax Liquid (US)
NutriBurst

EXHIBIT B



As You Sow

Tel: (415) 391-3212

A Foundation Planting Seeds for Social Change

Fax: (415) 391-3245

A NON-PROFIT CORPORATION
311 California Street, Suite 510
San Francisco, California 94104
www.asyousow.org

December 23, 2003

NOTICE OF VIOLATION OF CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.

Dear Public Enforcement Agencies:

As You Sow ("AYS") is a non-profit foundation organized under California's Non-Profit Public Benefit Corporation Law. AYS is dedicated to, among other causes, the protection of the environment, the promotion of human health, the improvement of worker and consumer safety, and environmental education.

AYS has documented violations of California's Safe Drinking Water & Toxic Enforcement Act of 1986 ("Proposition 65"), codified at Health & Safety Code §25249.5 *et seq.* This letter serves to provide AYS' notification of these violations to the public enforcement agencies and to the violator. Pursuant to §25249.7(d) of the statute, AYS intends to bring an enforcement action sixty (60) days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

A summary of the statute and its implementing regulations, which was prepared by the lead agency designated under the statute, is enclosed with the copy of this notice served upon the violator. The specific details of the violations that are the subject of this notice are provided below.

Alleged violator. The name of the violator covered by this notice is **NATURE'S SUNSHINE PRODUCTS, INC.** ("Nature's Sunshine").

Chemicals. These violations involve exposures to lead and lead compounds from the products listed below. On February 27, 1987, the State of California officially listed lead as a chemical known to cause reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

Consumer products. The products that are the subject of this notice are herbs and herbal products, traditional patent medicines, bulk herbs, infusions, extracted powders, tea pills, traditional pills, patent formulas, bulk teas, liquid extracts and/or capsules that are imported, exported, manufactured, packaged, distributed, marketed and/or sold by Nature's Sunshine. The phrase "traditional patent medicines" above is used herein as defined by the California



December 23, 2003

Page 2

Department of Health Services: "herbal and patent medicines consisting of single or multiple herbal ingredients, including botanical, mineral and animal products, formulated into tablets, pills, powders and liquids." The products that are the subject of this notice include but are not limited to the following:

<u>Product</u>	<u>Chemical</u>
Breathe EZ (Kuan Fei-Metal Reducing)	lead and lead compounds
Spleen Activator (Wen Zhong-Enhance Earth)	lead and lead compounds
LBS II	lead and lead compounds
Nature's Chi	lead and lead compounds
Ayurvedic Skin Detox	lead and lead compounds
Astragalus	lead and lead compounds
Dong Quai	lead and lead compounds
Siberian Ginseng	lead and lead compounds

Route of exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and use of these products as recommended by the manufacturer. Accordingly, the consumer exposures have occurred and continue to occur primarily through the ingestion exposure route, but also may occur through inhalation and/or and dermal contact.

Duration of violations. Each of these ongoing violations has occurred on every day since December 23, 1999, and will continue every day until clear and reasonable warnings are provided or until these known toxic chemicals are removed from the products.

Pursuant to Title 11, C.C.R. § 3100, a certificate of merit is attached hereto.

In keeping with its public interest mission and to expeditiously rectify these ongoing violations of California law, AYS is interested in seeking a constructive resolution of this matter without engaging in costly and protracted litigation. Please direct all communications regarding this notice to AYS' counsel in this matter:

Andrew L. Packard, Esq.
Law Offices of Andrew L. Packard
294 Page Street
San Francisco, CA 94102
Tel. (415) 431-2970 Fax (415) 431-0410

Enclosure

CERTIFICATE OF MERIT
**(for As You Sow's Notice of Proposition 65 Violation
on NATURE'S SUNSHINE PRODUCTS, INC.)**

I, Andrew L. Packard, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged that NATURE'S SUNSHINE PRODUCTS, INC. has violated Health & Safety Code §25249.6 by failing to provide clear and reasonable warnings.
2. I am the attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the action.
4. Based on the information obtained through those consultations, and on all 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 plaintiffs' case can be established and that the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.
5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and 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.

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, and not a party to the within action; my business address is: 311 California Street, Suite 510, San Francisco, California 94104.

On December 23, 2003, I served the following documents:

- Notice of Violation of California Health & Safety Code § 25249.5 et seq.
- Certificate of Merit
- "The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary"

on the following party by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below, and depositing it at a United States Postal Service Office for delivery by Certified Mail:

Nature's Sunshine Products, Inc.
Daniel P. Howells, CEO
P.O. Box 19005
Provo, UT 84605-9005

On December 23, 2003, I served the following document(s):

- Notice of Violation of California Health & Safety Code § 25249.5 et seq.
- Certificate of Merit, including Supporting Documentation Required by Title 11, C.C.R. § 3102

on the following party by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below, and depositing it at a United States Postal Service Office for delivery by Certified Mail:

Attn: Craig Thompson, Deputy Attorney General
California Department of Justice
P.O. Box 944255
Sacramento, CA 94244-2550

On December 23, 2003, I served the following document(s):

- Notice of Violation of California Health & Safety Code § 25249.5 et seq.
- Certificate of Merit

on each of the parties on the service list attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the service list attached hereto, and depositing it at United States Postal Service mail box for delivery by First Class Mail.

Executed on December 23, 2003, at San Francisco, California.

PUBLIC ENFORCEMENT AGENCIES SERVICE LIST (updated 04/18/03)

THE HONORABLE THOMAS J ORLOFF
ALAMEDA COUNTY DISTRICT ATTORNEY
1225 FALLON ST RM 900
OAKLAND CA 94612

THE HONORABLE WILLIAM RICHMOND
ALPINE COUNTY DISTRICT ATTORNEY
PO BOX 248
MARKLEEVILLE CA 96120

THE HONORABLE TODD O RIESE
AMADOR COUNTY DISTRICT ATTORNEY
708 COURT ST STE 202
JACKSON CA 95642

THE HONORABLE MICHAEL RAMSEY
BUTTE COUNTY DISTRICT ATTORNEY
25 COUNTY CTR DR
OROVILLE CA 95965

THE HONORABLE JEFFREY TUTTLE
CALAVERAS COUNTY DISTRICT ATTORNEY
891 MTN RANCH RD
SAN ANDREAS CA 95249

THE HONORABLE JOHN POYNER
COLUSA COUNTY DISTRICT ATTORNEY
547 MARKET ST
COLUSA CA 95932

THE HONORABLE ROBERT KOCHLY
CONTRA COSTA COUNTY DISTRICT ATTORNEY
PO BOX 670
MARTINEZ CA 94553

THE HONORABLE MICHAEL RIESE
DEL NORTE COUNTY DISTRICT ATTORNEY
450 H ST
CRESCENT CITY CA 95531

THE HONORABLE GARY L LACY
EL DORADO COUNTY DISTRICT ATTORNEY
515 MAIN ST
PLACERVILLE CA 95667

THE HONORABLE ELIZABETH EGAN
FRESNO COUNTY DISTRICT ATTORNEY
2220 TULARE ST STE 1000
FRESNO CA 93721

THE HONORABLE ROBERT HOLZAPFEL
GLENN COUNTY DISTRICT ATTORNEY
PO BOX 430
WILLOWS CA 95988

THE HONORABLE PAUL GALLEGOS
HUMBOLDT COUNTY DISTRICT ATTORNEY
825 FIFTH ST
EUREKA CA 95501

THE HONORABLE GILBERT OTERO
IMPERIAL COUNTY DISTRICT ATTORNEY
939 W MAIN ST
EL CENTRO CA 92243

THE HONORABLE ARTHUR MAILLET
INYO COUNTY DISTRICT ATTORNEY
PO DRAWER 0
INDEPENDENCE CA 93526

THE HONORABLE EDWARD R JAGELS
KERN COUNTY DISTRICT ATTORNEY
1215 TRUXTUN AVE
BAKERSFIELD CA 93301

THE HONORABLE RON CALHOUN
KINGS COUNTY DISTRICT ATTORNEY
1400 W LACEY BLVD
HANFORD CA 93230

THE HONORABLE GERHARD LUCK
LAKE COUNTY DISTRICT ATTORNEY
255 N FORBES ST
LAKEPORT CA 95453

THE HONORABLE ROBERT BURNS
LASSEN COUNTY DISTRICT ATTORNEY
220 S LASSEN ST STE 8
SUSANVILLE CA 96130

THE HONORABLE STEVE COOLEY
LA COUNTY DISTRICT ATTORNEY
210 W TEMPLE ST STE 18000
LOS ANGELES CA 90012-3210

THE HONORABLE ERNEST LICALSI
MADERA COUNTY DISTRICT ATTORNEY
209 W YOSEMITE AVE
MADERA CA 93637

THE HONORABLE PAULA FRESCHI KAMENA
MARIN COUNTY DISTRICT ATTORNEY
3501 CIVIC CTR DR RM 130
SAN RAFAEL CA 94903

THE HONORABLE ROBERT BROWN
MARIPOSA COUNTY DISTRICT ATTORNEY
PO BOX 748
MARIPOSA CA 95338

THE HONORABLE NORMAN VROMAN
MENDOCINO COUNTY DISTRICT ATTORNEY
PO BOX 1000
UKIAH CA 95482

THE HONORABLE GORDON SPENCER
MERCED COUNTY DISTRICT ATTORNEY
2222 M ST
MERCED CA 95340

THE HONORABLE JORDAN FUNK
MODOC COUNTY DISTRICT ATTORNEY
PO BOX 1171
ALTURAS CA 96101

THE HONORABLE GEORGE BOOTH
MONO COUNTY DISTRICT ATTORNEY
PO BOX 817
BRIDGEPORT CA 95617

THE HONORABLE DEAN FLIPPO
MONTEREY COUNTY DISTRICT ATTORNEY
240 CHURCH ST #101
SALINAS CA 93902

THE HONORABLE GARY LIEBERSTEIN
NAPA COUNTY DISTRICT ATTORNEY
931 PARKWAY MALL
NAPA CA 94559

THE HONORABLE MICHAEL FERGUSON
NEVADA COUNTY DISTRICT ATTORNEY
201 CHURCH ST STE 8
NEVADA CITY CA 95959

THE HONORABLE TONY RACKAUCKAS
ORANGE COUNTY DISTRICT ATTORNEY
401 CIVIC CTR DR WEST
SANTA ANA CA 92701

THE HONORABLE BRAD FENOCCHIO
PLACER COUNTY DISTRICT ATTORNEY
11562 B AVE
AUBURN CA 95603

THE HONORABLE JEFF CLINAN
PLUMAS COUNTY DISTRICT ATTORNEY
520 MAIN ST RM 404
QUINCY CA 95971

THE HONORABLE GROVER C TRASK II
RIVERSIDE COUNTY DISTRICT ATTORNEY
4075 MAIN ST
RIVERSIDE CA 92501

THE HONORABLE JAN SCULLY
SACRAMENTO COUNTY DISTRICT ATTORNEY
901 G ST
SACRAMENTO CA 95814

THE HONORABLE JOHN SANSFIELD
SAN BENITO COUNTY DISTRICT ATTORNEY
419 FOURTH ST, FL 2
HOLLISTER CA 95023

THE HONORABLE MICHAEL RAMOS
SAN BERNARDINO COUNTY DISTRICT ATTORNEY
316 N MTN VIEW AVE
SAN BERNARDINO CA 92415-0004

THE HONORABLE BONNIE OUMANIS
SAN DIEGO COUNTY DISTRICT ATTORNEY
330 W BROADWAY STE 1320
SAN DIEGO CA 92101

THE HONORABLE TERENCE HALLINAN
SAN FRANCISCO COUNTY DISTRICT ATTORNEY
880 BRYANT ST STE 325
SAN FRANCISCO CA 94103

THE HONORABLE JOHN D PHILLIPS
SAN JOAQUIN COUNTY DISTRICT ATTORNEY
PO BOX 990
STOCKTON CA 95201-0990

THE HONORABLE GERALD T SHEA
SAN LUIS OBISPO COUNTY DISTRICT ATTORNEY
COUNTY GOVERNMENT CTR RM 450
SAN LUIS OBISPO CA 93408

THE HONORABLE DAVID L CROSS
TRINITY COUNTY DISTRICT ATTORNEY
PO BOX 310
WEAVERVILLE CA 96093

THE HONORABLE JAMES P FOX
SAN MATEO COUNTY DISTRICT ATTORNEY
400 COUNTY CTR FL 3
REDWOOD CITY CA 94063

THE HONORABLE PHILLIP J CLINE
TULARE COUNTY DISTRICT ATTORNEY
221 S MOONEY BLVD # 224
VISALIA CA 93291

THE HONORABLE THOMAS W SNEDDON JR
SANTA BARBARA COUNTY DISTRICT ATTORNEY
1105 SANTA BARBARA ST
SANTA BARBARA CA 93101

THE HONORABLE DONALD I SEGERSTROM
TUOLUMNE COUNTY DISTRICT ATTORNEY
423 N WASHINGTON ST
SONORA CA 95370

THE HONORABLE GEORGE KENNEDY
SANTA CLARA COUNTY DISTRICT ATTORNEY
70 W HEDDING ST
SAN JOSE CA 95110

THE HONORABLE GREG TOTTEN
VENTURA COUNTY DISTRICT ATTORNEY
800 S VICTORIA AVE
VENTURA CA 93009

THE HONORABLE BOB LEE
SANTA CRUZ COUNTY DISTRICT ATTORNEY
701 OCEAN ST STE 200
SANTA CRUZ CA 95060

THE HONORABLE DAVID C HENDERSON
YOLO COUNTY DISTRICT ATTORNEY
301 SECOND ST
WOODLAND CA 95695

THE HONORABLE MCGREGOR SCOTT
SHASTA COUNTY DISTRICT ATTORNEY
1525 COURT ST FL 3
REDDING CA 96001

THE HONORABLE PATRICK MCGRATH
YUBA COUNTY DISTRICT ATTORNEY
215 FIFTH ST
MARYSVILLE CA 95901

THE HONORABLE LAWRENCE ALLEN
SIERRA COUNTY DISTRICT ATTORNEY
PO BOX 457
DOWNIEVILLE CA 95936

LOS ANGELES CITY ATTORNEY'S OFFICE
200 N MAIN ST RM 1800
LOS ANGELES CA 90012

THE HONORABLE PETER F KNOLL
SISKIYOU COUNTY DISTRICT ATTORNEY
PO BOX 986
YREKA CA 96097

SAN DIEGO CITY ATTORNEY'S OFFICE
CIVIC CENTER PLAZA
1200 THIRD AVE STE 1820
SAN DIEGO CA 92101

THE HONORABLE DAVID W PAULSON
SOLANO COUNTY DISTRICT ATTORNEY
600 UNION AVE
FAIRFIELD CA 94533

SAN JOSE CITY ATTORNEY'S OFFICE
151 W MISSION ST
SAN JOSE CA 95110

THE HONORABLE STEPHEN PASSALACQUA
SONOMA COUNTY DISTRICT ATTORNEY
600 ADMINISTRATION DR RM 212-J
SANTA ROSA CA 95403

SAN FRANCISCO CITY ATTORNEY'S OFFICE
CITY HALL, ROOM 234
SAN FRANCISCO, CA 94102

THE HONORABLE JAMES C BRAZELTON
STANISLAUS COUNTY DISTRICT ATTORNEY
PO BOX 442
MODESTO CA 95353

THE HONORABLE CARL V ADAMS
SUTTER COUNTY DISTRICT ATTORNEY
446 SECOND ST
YUBA CITY CA 95991

THE HONORABLE GREGG COHEN
TEHAMA COUNTY DISTRICT ATTORNEY
PO BOX 519
RED BLUFF CA 96080

EXHIBIT C

Best Management Practices Nature's Sunshine Products

- Onsite auditing of each herb powder botanical ingredient suppliers at least once every 36 months. Audit will include comprehensive physical inspection of major suppliers as well as GMP/ SOP audit.
- Use only stainless steel equipment or equivalent high-grade equipment in manufacturing of products.
- Test water samples used for manufacturing or washing at least once per month to confirm quality of water, including metals content.
- Approval of supplier substitution is acceptable after testing of representative samples to verify metal content is within allowable limits. Future vendor lots will be randomly tested for metals content.
- Only pre-approved suppliers or suppliers that are undergoing an approval process shall be used.
- Binding suppliers via contract to use only stainless steel or equivalent quality equipment.
- Following SOPs that detail the washing or cleaning of equipment after each production run.
- Rejection of lots not conforming to Nature's Sunshine specifications and returning the lot to the supplier.
- Contract with suppliers includes agreement that supplier will follow all current FDA cGMPs as well as BMP handling practices, including dust and dirt control, cleaning, storing and packaging practices.
- Specifications are provided by Nature's Sunshine Products to all raw materials suppliers that include allowable metal content for that raw material.
- Preventative maintenance program in place to assure equipment is well maintained.
- Conduct internal audits to include inspection of equipment to assure proper equipment maintenance.
- Specifications for metals in botanical ingredients or consumer ingestible products containing botanical ingredients are binding via contract with supplier.
- Audit records and product or ingredient test records are maintained for a minimum of 36 months after date of receipt or manufacture.
- No heavy metals are added during manufacturing or packaging process.
- Raw material supplier completes BMP Questionnaire and document handling practices.
- Shipping or packaging containers do not add metal to ingredients or products.

EXHIBIT B

A NON-PROFIT CORPORATION
311 California Street, Suite 510
San Francisco, California 94104
www.asyousow.org

February 25, 2005

**NOTICE OF VIOLATION OF
CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.**

Dear Public Enforcement Agencies:

As You Sow ("AYS") is a non-profit foundation organized under California's Non-Profit Public Benefit Corporation Law. AYS is dedicated to, among other causes, the protection of the environment, the promotion of human health, the improvement of worker and consumer safety, and environmental education.

AYS has documented violations of California's Safe Drinking Water & Toxic Enforcement Act of 1986 ("Proposition 65"), codified at Health & Safety Code §25249.5 *et seq.* This letter serves to provide AYS' notification of these violations to the public enforcement agencies and to the violator. Pursuant to §25249.7(d) of the statute, AYS intends to bring an enforcement action sixty (60) days after effective service of this notice unless the public enforcement agencies have commenced and are diligently prosecuting an action to rectify these violations.

A summary of the statute and its implementing regulations, which was prepared by the lead agency designated under the statute, is enclosed with the copy of this notice served upon the violator. The specific details of the violations that are the subject of this notice are provided below.

Alleged violator. The name of the violator covered by this notice is **NATURE'S SUNSHINE PRODUCTS, INC.** ("Nature's Sunshine").

Chemicals. These violations involve exposures to lead, lead compounds, mercury, mercury compounds, arsenic, cadmium and cadmium compounds from the products listed below. On February 27, 1987, the State of California officially listed lead as a chemical known to cause reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer. On July 1, 1990, the State of California officially listed mercury and mercury compounds as chemicals known to cause reproductive toxicity. On May 1, 1997, the State of California officially listed arsenic (inorganic oxides) as a chemical known to cause reproductive toxicity. On February 27, 1987, the State of California officially listed cadmium and cadmium compounds as chemicals known to cause cancer. On May 1, 1997, the State of California officially listed cadmium as a chemical known to cause reproductive toxicity.

Consumer products. The products that are the subject of this notice are herbs and herbal products, traditional patent medicines, bulk herbs, infusions, extracted powders, tea pills,



traditional pills, patent formulas, bulk teas, liquid extracts and/or capsules that are imported, exported, manufactured, packaged, distributed, marketed and/or sold by Nature's Sunshine. The phrase "traditional patent medicines" above is used herein as defined by the California Department of Health Services: "herbal and patent medicines consisting of single or multiple herbal ingredients, including botanical, mineral and animal products, formulated into tablets, pills, powders and liquids." The products that are the subject of this notice are listed in Exhibit A, attached hereto.

Route of exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and use of these products as recommended by the manufacturer. Accordingly, the consumer exposures have occurred and continue to occur primarily through the ingestion exposure route, but also may occur through inhalation and/or and dermal contact.

Duration of violations. These ongoing violations has occurred on every day since the products have been sold in California and will continue every day until clear and reasonable warnings are provided or until these known toxic chemicals are removed from the products.

This notice of violation supplements the previous notice issued by AYS against Nature's Sunshine on December 23, 2003.

Pursuant to Title 11, C.C.R. § 3100, a certificate of merit is attached hereto.

In keeping with its public interest mission and to expeditiously rectify these ongoing violations of California law, AYS is interested in seeking a constructive resolution of this matter without engaging in costly and protracted litigation. Please direct all communications regarding this notice to AYS' counsel in this matter:

Andrew L. Packard, Esq.
Law Offices of Andrew L. Packard
294 Page Street
San Francisco, CA 94102
Tel. (415) 431-2970 Fax (415) 431-0410

Very truly yours,



Larry Fahr
Executive Director

Enclosure

in addition to those products expressly listed herein, (a) if a product is a predecessor to a listed product but discontinued before the Effective Date; or (b) if a product is a discontinued product of the type meeting the definition of a Product in Section 1.2 and was manufactured prior to the Effective Date, such products are deemed listed on this Exhibit A.

NSP Products

Alfalfa 100
Alfalfa (270)
Anamu
Astragalus (Root)
Barley Green Concentrate
Bayberry
Bee Pollen
Blackberry Concentrate (50)
(DIN) Black Cohosh -
Flash-Ease Time Release
Black Walnut
Black Walnut Conc.
Blessed Thistle
Blue Cohosh
Butchers Broom
Burdock
Capsicum (Batch 300,000)
(DIN) Cascara Sagrada
Cascara Sagrada Vegetab.
Una De Gato (Cat's Claw)
Catnip
Chamomile
Olive Leaf Extract
Chickweed
Comsilk
Damiana
Dandelion
Devils Claw
Dong Qual (100)
Eyebright
Echinacea Purpurea (180)
Parthenium Root
False Unicorn
(DIN) Feverfew Hi Par
Garlic
Synerpro Garlic Tablet
Ginger
Golden Seal
Gotu Kola
Activated Charcoal Capsule 100

Hawthorn Berries
Ho Shou Wu
Hops
Horsetail
Hydrangea
Juniper Berries
Kava Kava Concentrate
Kelp
Licorice Root
Licorice Conc. (50)
Lobelia
Marshmallow
Nature's Noni
Mullein
Nopal (100)
Papaya Mint Chewable (70)
Parsley
Passion Flower
Pau D'Arco (100)
Pau D'Arco 270
Heavy Metal Detox (90)
Yeast/Fungal Detox (90) (400K MAX)
N-Acetyl Cysteine
Paw Paw Cell Reg Capsule (120)
(DIN) Psyllium
Psyllium Hulls (100) New
Red Clover
BLOOD PRESSUREX
Cholesterol-Reg II (90)
Red Yeast Rice (120)
Red Raspberry
Rosehips
Safflowers
Sage
Sarsaparilla
Saw Palmetto
Saw Palmetto Softgels Concentrate
Senna Leaves Comb.
St. John's Wort T/R
(DIN) St. John's Wort w/Pan Flwr
Eleuthero
Korean Ginseng
Slippery Elm
Algin
Spirulina Plus
(DIN) Uva Ursi
(DIN) Valerian
Valerian Extract T/R
Wild American Ginseng (50)
White Oak Bark

Wood Betony
Wild Yam
Yarrow
(DIN) Yellow Dock
Yucca
ALJ
HistaBlock (90 capsules)
ALJ TABLET
ALJ Vegitabs (270)
APS II
Artemisia Combination
JOINT SUPPORT
AS w/Gymnema
Cardio Assurance
BP-X
Seasonal Defense
Herbal CA
CA Conc. (50)
Garlic, Capsicum, & Parsley
Cranberry/Buchu Comb.
Echinacea/Goldenseal Capsule
CCA
Marshmallow & Fenugreek
SMALL INTESTINE DETOX
Nerve Eight
ENRG-V
EW Improved
(DIN) Enviro-Detox
Elderberry Defense
Fasting Plus
AdaptaMax (100)
FCS II
FEMALE COMFORT
Fenu-Max
Four (Improved)
Ginkgo Time Release
Ginkgo/Gotu Kola w/Bacopin
FV
Glucosamine
Guggul Lipid
Garcinia Combo
Ginkgo/Hawthorn (100)
Herbal Pumpkin
GASTRO HEALTH
LYMPH GLAND CLEANSE -HY
EverFlex (60)
Callu-Smooth w/Coleus-90
Sugarreg
HS II
HSN-W

VS-C
(DIN)HERBAL SLEEP
HY-A
LYMPH GLAND CLEANSE
IGF-1 (1 oz Spray)
KIDNEY ACTIVATOR
K Conc. (50)
Kudzu/St John's Wort
HERBAL TRACE MINERALS
LBS II (100)
LBS II Tablet
LBS II Tablets (270)
Vari-Gone
Liver Cleanse Formula
(DIN) LIV-J
PRO-PANCREAS FORMULA
PLS II
PS II
PBS
Super Algae
SF
All Cell Detox
Stress-J
Suma Combination
THIM-J (100)
pH Greenzone
TS II (Improved)
Green Tea Powder Extract
Ultimate Greenzone
Intestinal Soothe and Build
Breast Enhance (90)
Wild Yam/Chaste Tree
X-A
X-Action Men's (100)
Maca (90)
5-W
Women's X-Action (100)
Breast Assured (80)
Cramp Relief (100)
Menstrual Reg
ANTI-GAS FORMULA
Gall Bladder Formula
C-X
CLT-X (IMPROVED)
GC-X
HCP-X
I-X
IN-X
JP-X
Thyroid Activator (KC-X)

LB-X
Thyroid Support
NF-X
P-X
CORDYCEPS
NERVE CONTROL
Bone/Skin Poultice
Sinus Support EF (100)
JOINT HEALTH
BRONCHIAL FORMULA
Blood Sugar Formula
SKIN DETOX
Imitable Bowel Fiber
Nature's Three
Locio High Fiber w/Stevia
E-TEA
Pau D'arco Bulk 7 oz.
Psyllium Hulls Combo. 13 oz.
V-X
STEVIA POWDER EXTRACT
Slippery Elm Bark 7 oz.
Veg Seasoning Broth
Cellular Build (60)
Alpha Lipoic Acid
(VEG) Indole 3 Carbinol (60)
Adrenal Support (60)
Vitamin E Complete with Selenium Softgels
(200)
Vitamin E Complete with Selenium Softgels (60)
Probiotic Eleven (Coated) (90)
DHA (60 softgels)
Super Omega 3 Softgels (bovine)
Proactazyme Plus
Hi Lipase 120 LU
L. Reuteri Chewable Tablet (80)
Flax Seed Oil w/lignans Softgels (60)
(DIN) Folic Acid Plus (400 mcg F.A.)
Colostrum with Immune Factors (60)
Liquid B Vitamins
Multiple Vit & Min Chew
(DIN) Zinc Ease
Herbal Beverage
SC Formula
Powdered Vitamin C
Herbal Punch
Mega-Chel (180)
Nutri Calm (100) Yeastfree
T/R Multi. Vitamins & Minerals (60)
Balanced B. B Complex (120)
(DIN) Vitamin B-6 (120)
L-Lysine

L-Carnitine
Chewable Vitamin C 250 mg (120)
Vit. C. 1000 mg T/R 60
Vit. C T/R 180 1000 mg
(DIN) Pantothenic Acid
Synerpro Multi Vit. & Min (60)
Citrus (500) Bioflavonoids (90)
Vitamin E 100 IU Softgels (180)
Germanium (30)
Defense Maint.
Lactase Plus Enzyme
(DIN) Zinc 25 mg. (150)
Lecithin Softgels (270)
Milk-free Acidophilus (Coated)
Synerpro Calcium/Magnesium (240)
Trace Mineral Maintenance
Combination Potassium
Vit Cal/Mag With Vit D (200)
Aloe Vera Juice 32 oz.
Liquid Chlorophyll 16 oz
Aloe Vera Freeze Dried
Liquid Chlorophyll 32 oz
Chlorophyll Softgel Capsule (60)
Whole Leaf Aloe Juice 32 oz
Garlic Oil Softgel Capsule (60)
High Potency Grape (60)
Tofu Moo (dairy Free)
Hydrated Bentonite
Grape with Protectors (90)
Comb CBG Extract (DIN)
Black Walnut Extract
Hawthorn Berries Extract
Pau D'arco Extract
L-Glutamine (30 ct)
Vitamin B Complex (100)
Licorice Root Extract
Golden Seal/Parthenium Extract
Chelated Iron (180)
(DIN) Chelated Magnesium (180)
Evening Primrose Oil Softgels (90)
Super Supplemental Vit & Min (120)
(DIN) LB Extract
CoQ10 Plus (60)
Niacin 250 mg (90)
Chromium GTF/500 mcg
Skeletal Strength (SKL Formula)
Caprylic Acid Combo
Super Supplemental Vit & Min w/o Iron
Black Currant Softgels
Chondroitin

Monthly Maintenance (180)
Snooze
(DIN) Chi Mineral-Chi Tonic
(DIN) Stomach-Comfort, Chew (60)
GABA Plus (60)
Pregnenalona
Super Antioxidant (60)
Colostrum
Focus Attention
Food Enzyme (120) KSP-DIG
FDA Combo- HCl (200) (KSP)
Nature's Immune Stimulator
High Protease (90)
Focus Attention Powder
Super GLA Oil Blend Softgels
SAM-e 200 mg active
Triple Relief
Lutein
Magnesium Complex
Chinese Liver Balance
CHINESE STRESS RELIEF
CHINESE ANTI-GAS
CHINESE KIDNEY ACTIVATOR
(DIN) Coral Calcium (75 Grams)
IF-C
High Potency Protease
CHINESE MOOD ELEVATOR
Cellular Energy
SPLEEN ACTIVATOR
CHINESE BLOOD BUILD
KB-C
NERVOUS FATIGUE FORMULA
HY-C
CHINESE LUNG SUPPORT
Trigger Immune (IMM-C)
Super Oxide Dismutase (SOD) (60)
CoQ10 Softgel 75 mg (60)
Coral Calcium Capsule (90)
RETAIL SAMPLR:FATGRABR(20)
Retail Sample SuperSup (20)
RETAIL SAMPLER: STOMACH COMFORT
(20)
NUTRI-CALM TRIAL PACK (20)
FOOD ENZYME DIG. TRACT TRIAL SAMPLR
(20)
LBS II TRIAL PACKET (20)
Triple Relief Trial Pack
5-HTP POWER
Caprylimune Tablet New (150)
Target Endurance (90)
Target P-14 (90)

Target TS II (90)
Melatonin Extra
(DIN) BOWEL DETOX
Master Glandular (120)
Urinary Maint. Imp (120)
Synerprotein 20 g
7-Keto (30)
VITA-LEMON BEVERAGE
Fat Grabbers
Fat Grabber Sample Size
Fat Grabbers (360)
Carbo Grabbers (60)
MetaboMax EF (90)
CLA Softgel (75)
MetaboStart EF (14 Day Supply)
Stress Packet
Collatrim Plus (16 oz)
Collatrim Capsules
Men's Formula
Digestive Bitters Tonic (4 oz)
Brain Protex/Huperzine
Dulse Liquid (2 oz)
Blue Vervain Ext
Flax Seed Oil Liquid 8 oz
STRESS-J
CC-A w/Yerba Santa Extract
ALJ Liquid Herb
VS-C Liquid Herb
Kidney Drainage (2 oz)
Lymphatic Drainage (2 oz)
Echinacea/Golden Seal Liquid
Ultimate Echinacea
(DIN) Liq Calcium
Catnip & Fennel Extract
Nutri-Burn Drink 1240 grams
Berry Healthy AntioxDMix
TOFU MOO CAROB (27.8 OZ)
Nutri-Burn Vanilla (1251 grams)
Nature's Cortisol Formula (90) New
Dieter's Cleanse New (same ase Nature's
cleanse)
Chewable Elderberry Plus (60ct.)
Chew Antioxidant w/Grapine (120)
VitaWave Liquid (32 oz.)
(DIN) Oregon Grape Liq.
Red Clover Liquid Extract
Red Raspberry Extract
HSN Complex (90)
Primeform Free Aminos (60)
CleanStart Citrus Flavor
CleanStart Cleanse

Chinese Tiao He Cleanse
Colloidal Minerals w/Fulvic Acid 32 Ounce
Nature's Noni 2PACK
Mega Chel (90)
Natural Changes
MSM (90)
(DIN) Fibralgia
A&D 10,000/400 IU Softgels
Nature's Noni
Milk Thistle T/R
Nature's Cleanse (14-day)
Carotenoid Blend
Colloidal Silver (14 PPM)
Perfect Eyes (60)
Milk Thistle Improved 90
Improved Lymphomax
Bifidophilus Flora Forza (Coated) (90)
Para-Cleanse w/ Paw Paw (20 Packets)
Co-Q10 30 mg
Tri-GO Drink (2 Pack) 25 oz.
Men's DHEA
Women's DHEA
Healthy Blast
Nutri-Calm (60)
Prenatal Vit & Min
Phyto-Soy

SYNERGY Products

Synergy Maximum Protein
(SLS1) Germanium Plus
(SLS1) Calcium Plus
(SLS1) Detox Plus
(SLS1) Men's Formula
(SLS1) SynerFood (120)
Body Guard Softgels
(SLS1) Perfect Shape Capsules
VitaPak
(SLS1) Age Renew
(SLS1) Breakdown
(SLS1) MetaSport
(SLS1) TheraSport
(SLS1) CyberSport
Noni Supreme (US) 32 oz.
Brainiacs Childrens Chewable
Perfect Shape Liquid
(SLS1) CarboSmart
ProArgi-9
SyneMax Liquid (US)
NutriBurst

CERTIFICATE OF MERIT

(Notice of Proposition 65 Violation on Nature's Sunshine Products, Inc.)

I, Andrew L. Packard, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged the party in the notice has violated Health & Safety Code §25249.6 by failing to provide clear and reasonable warnings.
2. I am an attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the action.
4. Based on the information obtained through those consultations, and on all 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 plaintiffs' case can be established and that the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.
5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and 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: February 25, 2005


Andrew L. Packard

Attachments (for Attorney General copy only)

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, and not a party to the within action; my business address is: 311 California Street, Suite 510; San Francisco, California 94104.

On February 25, 2005, I served the following documents:

- Notice of Violation of California Health & Safety Code § 25249.5 et seq., including Exhibit A
- Certificate of Merit
- "The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): A Summary"

on the following party by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below, and depositing it at a United States Postal Service Office for delivery by Certified Mail:

Nature's Sunshine Products, Inc.
Douglas Faggioli, CEO
P.O. Box 19005
Provo, UT 84605-9005

On February 25, 2005, I served the following document(s):

- Notice of Violation of California Health & Safety Code § 25249.5 et seq., including Exhibit A
- Certificate of Merit, including Supporting Documentation Required by Title 11, C.C.R. § 3102

on the following party by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below, and depositing it at a United States Postal Service Office for delivery by Certified Mail:

Attn: Craig Thompson, Deputy Attorney General
California Department of Justice
P.O. Box 944255
Sacramento, CA 94244-2550

On February 25, 2005, I served the following document(s):

- Notice of Violation of California Health & Safety Code § 25249.5 et seq., including Exhibit A
- Certificate of Merit

on each of the parties on the service list attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the service list attached hereto, and depositing it at United States Postal Service mail box for delivery by First Class Mail.

Executed on February 25, 2005, at San Francisco, California.


Karalyn P. Buchner

THE HONORABLE THOMAS J ORLOFF
ALAMEDA COUNTY DISTRICT ATTORNEY
1225 FALLON ST RM 900
OAKLAND CA 94612

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