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SUPERIOR COURT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KATHERINE LEE BUCKLAND, *et al.*,
Plaintiffs,

v.

THRESHOLD ENTERPRISES, LTD., *et al.*
Defendants.

Case No. BC344046
[Hon. Robert L. Hess]

**[PROPOSED] CONSENT
JUDGMENT ONLY AS TO
DEFENDANT VALUE NUTRITION
CENTER d/b/a MYVITANET.COM**

Complaint Filed: December 7, 2005
Location: Dept. 24, Room 314

This Consent Judgment is entered into by and between plaintiff California Women's Law Center ("CWLC" or "Plaintiff") and defendant Value Nutrition Center d/b/a myvitanet.com (hereinafter "Value Nutrition Center" or "Defendant"). Plaintiff and Defendant may be collectively referred to herein as "Parties."

1. **Definitions.** As used in this Consent Judgment, the following definitions shall apply:

1.1 "Regulated Chemicals" are: Progesterone, Medroxyprogesterone acetate, Testosterone and its esters, Methyltestosterone, Testosterone cypionate, and/or Testosterone enanthate as an ingredient. Each Regulated Chemical is a chemical known to the State of California to cause cancer and/or reproductive toxicity.

1.2 "Products" are consumer creams, gels and/or lotion products containing as an ingredient one or more of the Regulated Chemicals. "Products" shall also include any future

1 Products that are manufactured by or on behalf of Defendant for sale to consumers in California
2 under any product name or brand, whether a current or new name and/or brand.

3 1.3 Plaintiff and Defendant will be referred to collectively as the "Parties" or
4 individually as a "Party."

5 **2. Background.**

6 2.1 The California Women's Law Center ("CWLC") is a non-profit California
7 corporation. Since its founding in 1989, CWLC has served as a unique advocate in California,
8 working in collaboration with others to protect, secure and advance the comprehensive civil
9 rights of women and girls. The CWLC works to ensure, through systemic change, that life
10 opportunities for women and girls are free from unjust social, economic, and political
11 constraints. CWLC is based in Los Angeles, and was incorporated under the laws of the State of
12 California in 1989.

13 2.2 CWLC is a "person" within the meaning of Health & Safety Code §§25249.7(d)
14 and 25249.11(a). CWLC brings its Proposition 65 cause of action in the public interest.

15 2.3 Defendant's principal place of business and/or headquarters is located at 6540
16 Riverside Center, Dublin, Ohio 43017. Defendant directly or indirectly sells to California
17 consumers Products, some of which Plaintiff alleges contain a chemical or chemicals listed by
18 the State of California as known to cause cancer and/or reproductive toxicity pursuant to the
19 Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code
20 § 25249.5 et seq. ("Proposition 65"); Title 22, California Code of Regulations § 12000 et seq.

21 2.4 Beginning on or about July 28, 2005, CWLC served Defendant and each of the
22 appropriate public enforcement agencies with a "60-Day Notice" that provided Defendant and
23 the public enforcement agencies with a notice alleging that Defendant was in violation of
24 Proposition 65 for failing to warn the purchasers of, and individuals using, the Products that the
25 use of the Products exposes them to Regulated Chemicals. Defendant stipulates for the purpose
26 of this Consent Judgment that the 60-Day Notice sent to it is adequate to comply with Title 22,
27 California Code of Regulations §12903. None of the public enforcement agencies has
28

1 commenced and begun diligently prosecuting an action against Defendant for such alleged
2 violations.

3 2.5 On December 7, 2005, CWLC filed its initial complaint entitled *Buckland, et al. v.*
4 *Threshold Enterprises, Ltd., et al.*, No. BC344046, in the Los Angeles County Superior Court.
5 CWLC alleged violations of Proposition 65 (H&S Code § 25249.5 *et seq.*) against parties other
6 than Defendant. On April 21, 2006, CWLC filed a “doe” amendment naming Defendant as Doe
7 #521. The Court granted Defendant’s demurrer to the “doe” amendment and allowed Plaintiff
8 further leave to amend. On November 6, 2006, Plaintiff filed a Second Amended Complaint
9 naming Defendant and alleging violation of Proposition 65.

10 2.6 For purposes of this Consent Judgment only, the Parties stipulate that this Court
11 has jurisdiction over the allegations of the violations contained in the Notices and the Second
12 Amended Complaint, and personal jurisdiction over Defendant as to the acts or omissions
13 alleged in the Second Amended Complaint; that venue is proper in the County of Los Angeles;
14 and that this Court has jurisdiction to enter this Consent Judgment.

15 2.7 Defendant denies that the Products have been or are in violation of any law, and
16 further contends that all Products have been and are safe for use as directed. However, the
17 Parties desire to resolve this matter (including the Notices, the Second Amended Complaint and
18 all related matters) without further litigation or cost.

19 2.8 The Parties enter into this Consent Judgment to settle certain disputed claims as
20 alleged in the Notice and the Second Amended Complaint, to avoid prolonged and costly
21 litigation, and to promote the public interest. By executing and complying with this Consent
22 Judgment, no Party admits any facts or conclusions of law including, but not limited to, any facts
23 or conclusions of law regarding any violations of the Proposition 65 (Health & Safety Code
24 § 25249.5 *et seq.*). This Consent Judgment shall not be construed as an admission by Defendant
25 as to any of the allegations in the Notice, or the Second Amended Complaint.

26 **3. Injunctive Relief.**

27 **3.1 Retail Sale of Products Requires a Warning**

1 Pursuant to Civil Code § 1782(d), B&P Code §§ 17203 and 17535, and H&S Code
2 § 25249.7(a), the sale of a Product by Defendant directly or indirectly to consumers in California
3 shall be accompanied by a warning. This warning shall be provided both by (a) product labeling
4 pursuant to Paragraph 3.1.1 and 3.1.2; and (b) warnings for any mail order and Internet sales
5 pursuant to Paragraph 3.1.3.

6 **3.1.1 Product Label Warnings**

7 For any Product that is manufactured by or at the direction of Defendant (i.e., private-
8 label products), Defendant shall, at the earliest such time when, in the ordinary course of
9 business, new labels for such Products are printed on or after the date of execution of this
10 consent judgment by Defendant, include (in the same type size as the surrounding, non-heading
11 text) the following warning on the label of each of its Products that it manufactures and ships for
12 sale directly or indirectly to consumers in California, including the specific name or names of the
13 Regulated Chemicals where shown:

14 "WARNING: This product contains [Progesterone,
15 Medroxyprogesterone acetate, Testosterone and its esters,
16 Methyltestosterone, Testosterone cypionate, and/or Testosterone
17 enanthate], a chemical(s) known to the State of California to cause
18 cancer. Consult with your physician before using this product."

19 **3.1.2 Notice to Third Parties**

20 For any Product that is sold by Defendant but manufactured by a third party (i.e., non-
21 private-label Products), Defendant shall, within 30 days of entry of this consent judgment by the
22 court, notify the manufacturer or supplier of such Product (sending a copy of each such notice to
23 Plaintiffs) that Defendant will not accept shipments of such Product for sale directly or indirectly
24 to consumers in California unless such Product is accompanied by the warning required by
25 paragraph 3.1.1 above or a comparable warning pursuant to the terms of a separate consent
26 judgment applying to such Product.

1 Carrick Law Group P.C., by wire transfer, certified or bank check in immediately available
2 funds. This Settlement Amount shall be due and payable within five (5) calendar days after the
3 date of notice of entry of this Consent Judgment. This Settlement Amount shall be disbursed
4 promptly thereafter by the Carrick Law Group P.C. to the CWLC.

5 **4.2 Attorneys Fees and Costs.** The Parties shall each bear their own attorneys' fees
6 and costs.

7 **5. Claims Covered and Released.**

8 This Consent Judgment includes the resolution of all actual and potential claims that were
9 considered or could have been brought by Plaintiff regarding the Regulated Chemical(s) in
10 Defendant's Products. This Consent Judgment is a final and binding resolution between
11 Plaintiff and Defendant of any and all alleged violations of Proposition 65, or any other law that
12 was or could have been asserted by Plaintiff arising from or related to Defendant's Products up
13 through the date of entry of this Consent Judgment, including, but not limited to any claims for
14 attorneys' fees and costs (collectively "Claims"). Plaintiff hereby releases the Defendant
15 Releasees (as defined below) and waives all rights to institute or participate in, directly or
16 indirectly, any form of legal action seeking any form of relief (whether injunctive,
17 compensatory, punitive, or otherwise) arising from the Claims against Defendant, its officers,
18 directors, employees, agents, attorneys, consultants, representatives, shareholders, parents,
19 subsidiaries, affiliates, divisions, predecessors, successors, subdivisions, downstream
20 distributors, downstream retailers, downstream customers, and upstream suppliers of the raw
21 materials used in the Products (the "Defendant Releasees"); however, Plaintiff cannot and
22 expressly does not release any other claims, including specifically and without limitation any
23 personal injury or directly related claims, that could be brought by any other individual or
24 organization. Defendant hereby releases Plaintiff from and against any claims arising out of
25 Plaintiff's notices and its filing or prosecution of this action. Each Party respectively waives any
26 right to appeal or other review of this Consent Judgment, except as expressly provided in this
27 Consent Judgment.

1 **6. Covenant Not To Sue.** The Parties covenant and agree that with regard to those matters
2 that the Parties have herein released and that are described above, neither Plaintiff nor Defendant
3 will ever institute a lawsuit or administrative proceedings against the other, nor shall Plaintiff or
4 Defendant assert any claim of any nature against any person or entity hereby released with
5 regard to any such matters which have been released. However, nothing in this paragraph shall
6 be interpreted to preclude enforcement of this Consent Judgment pursuant to paragraph 7 below.

7 **7. Enforcement of Consent Judgment.** Any Party may, by noticed motion or order to
8 show cause before the Superior Court of Los Angeles, enforce this Consent Judgment. To
9 enforce this Consent Judgment, any Party must first give written notice of any violation of this
10 Consent Judgment alleged to have occurred to the Party alleged to be in violation. The Parties
11 shall meet and confer in good faith and attempt to resolve the alleged violation. If a resolution is
12 not reached within thirty (30) days of the date of the notice, the aggrieved Party may move the
13 Court to hear and resolve the dispute. The prevailing Party in any proceeding brought to enforce
14 this Consent Judgment shall be entitled to recover from the other Party the prevailing Party's
15 reasonable attorneys' fees and costs incurred in the investigation and prosecution of such an
16 enforcement proceeding.

17 **8. Application of Consent Judgment.** Paragraphs 3, 5 and 6 of this Consent Judgment
18 shall apply to, be binding upon and inure to the benefit of Defendant and the CWLC, their
19 divisions, subdivisions, subsidiaries, affiliates, successors, predecessors and assigns, and the
20 directors, officers, employees, legal counsel, and agents of each of them, as applicable, and will
21 inure to the benefit of the Parties' parent companies, all suppliers, distributors, wholesalers,
22 retailers and contract manufacturers, and all of their respective directors, officers, employees,
23 legal counsel, and agents.

24 **9. Modification/Termination of Consent Judgment.** This Consent Judgment may be
25 modified or terminated upon written agreement of Defendant and Plaintiff, with approval of the
26 Court, or upon noticed motion for good cause shown. However, the Parties shall meet and
27 confer in good faith and attempt to mutually agree upon any modification prior to the filing of
28 any motion. The Parties acknowledge that new toxicological information or exposure

1 assessments concerning hazardous substances and testing methodologies are continuously
2 becoming available, and that statutory and regulatory standards applicable to the Products may
3 evolve in the future, either of which may establish good cause for modification of this Consent
4 Judgment. The burden of proof in any such motion shall be on the moving party to establish
5 such good cause. The prevailing Party in any such motion shall be entitled to recover from the
6 other Party the prevailing Party's reasonable attorneys' fees and costs incurred in the preparation
7 and prosecution of such a motion.

8 **10. Governing Law.** This Consent Judgment shall be governed by, and construed in
9 accordance with, the laws of the State of California.

10 **11. Entire Agreement.** The Parties declare and represent that no promise, inducement or
11 other agreement has been made conferring any benefit upon any party except those contained
12 herein and that this Consent Judgment contains the entire agreement pertaining to the subject
13 matter hereof. This Consent Judgment supersedes any prior or contemporaneous negotiations,
14 representations, agreements and understandings of the Parties with respect to such matters,
15 whether written or oral. Parol evidence shall be inadmissible to show agreement by, between or
16 among the Parties to any term or condition contrary to or in addition to the terms and conditions
17 contained in this Consent Judgment. The Parties acknowledge that each has not relied on any
18 promise, representation or warranty, expressed or implied, not contained in this Consent
19 Judgment except with regard to that certain declaration executed under penalty of perjury by the
20 Defendant providing information that induced CWLC to enter into the financial terms of this
21 Consent Judgment, which declaration may be used solely as evidence in any future enforcement
22 proceeding brought pursuant to Paragraph 7 above.

23 **12. Challenges.** Subject to their rights to apply for a modification of this Consent Judgment
24 for good cause shown under Paragraph 9 hereof, the Parties agree that they, individually or
25 collectively, will not seek to challenge or to have determined invalid, void or unenforceable any
26 provision of this Consent Judgment or this Consent Judgment itself. The Parties understand that
27 this Consent Judgment contains the relinquishment of legal rights and each Party has, as each
28 has deemed appropriate, sought the advice of legal counsel, which each of the Parties has

1 encouraged the other to seek. Further, no Party has reposed trust or confidence in any other
2 Party so as to create a fiduciary, agency or confidential relationship.

3 **13. Construction.** This Consent Judgment has been jointly negotiated and drafted. The
4 language of this Consent Judgment shall be construed as a whole according to its fair meaning
5 and not strictly for or against any Party.

6 **14. Authority to Stipulate to Consent Judgment.** Each signatory to this Consent Judgment
7 represents and warrants that each signatory has all requisite power, authority and legal right
8 necessary to execute and deliver this Consent Judgment and to perform and carry out the
9 transactions contemplated by this Consent Judgment. Each signatory to this Consent Judgment
10 represents that each has been duly authorized to execute this Consent Judgment. No other or
11 further authorization or approval from any person will be required for the validity and
12 enforceability of the provisions of this Consent Judgment, except entry by the Court.

13 **15. Cooperation and Further Assurances.** The Parties will execute such other documents
14 and take such other actions as may be necessary to further the purposes and fulfill the terms of
15 this Consent Judgment.

16 **16. Counterparts.** This Consent Judgment may be executed in counterparts and has the
17 same force and effect as if all the signatures were obtained in one document.

18 **17. Notices.**

19 **17.1** All correspondence and notices required by this Consent Judgment to CWLC shall
20 be sent to:

21 Katherine Lee Buckland
22 Executive Director
23 California Women's Law Center
24 6300 Wilshire Boulevard, Suite 980
25 Los Angeles, CA 90048
26 Tel: (323) 951-1041
27 Fax: (323) 951-9870
28 katie@cwlc.org

With a copy to:

Roger Lane Carrick
The Carrick Law Group, P.C.
350 S. Grand Avenue, Suite 2930
Los Angeles, CA 90071-3406
Tel: (213) 346-7930
Fax: (213) 346-7931
E-mail: roger@carricklawgroup.com

27 **17.2** All correspondence and notices required by this Consent Judgment to Defendant
28 shall be sent to Defendant as follows:

1 Dr. Mark Kowalski
2 Value Nutrition Center
3 6540 Riverside Center
4 Dublin, OH 43017
5 Tel: (614) 975-4579
6 Fax: (614) 798-8510
7 E-mail: mkowalsk@columbus.rr.com

With a copy to:

Trenton H. Norris, Esq.
Bingham McCutchen LLP
Three Embarcadero Center, Suite 2500
San Francisco, CA 94111-4067
Tel: (415) 393-2602
Fax: (213) 393-2286
E-mail: trent.norris@bingham.com

8 **18. Entry of Stipulation For Entry of Consent Judgment Required.** This Consent
9 Judgment shall be null and void, and without any force or effect, unless fully approved as
10 required by law and entered by the Court. If the Court does not enter this Consent Judgment, the
11 execution thereof by Defendant or Plaintiff shall not be construed as an admission by Defendant
12 or Plaintiff of any fact, issue of law or violation of law.

13 **19. Jurisdiction.** This Court shall retain jurisdiction of this matter to implement this Consent
14 Judgment.

15 **20. Compliance with Reporting Requirements.** Plaintiff shall comply with the reporting
16 form requirements referred to in Health and Safety Code section 25249.7(f) and established in
17 Title 11 of the California Code of Regulations sections 3000-3008. Copies of all such reports
18 shall be supplied as provided in Paragraph 18.2.

19 **21. Non-Interference in Settlement Approval Process.** The Parties will cooperate, as well
20 as use their respective best efforts, to secure the Attorney General's approval of this Consent
21 Judgment, and not to seek his disapproval of any portion of this Consent Judgment.

1 **IT IS SO STIPULATED.**

2 Date: ~~November 12~~ 2006
3 December

CALIFORNIA WOMEN'S LAW CENTER

4 By: Katherine L Bucklans
5 Executive Director

6
7 Date: November 29 2006

8 VALUE NUTRITION CENTER
9 d/b/a MYVITANET.COM

10 By: Mark Kowalski
11 Mark Kowalski
12 Title: Chiropractor

13 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

14 FEB 06 2007
15 DATED: _____

ROBERT L. HESS

16 _____
17 ROBERT L. HESS
18 JUDGE OF THE SUPERIOR COURT
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1 **IT IS SO STIPULATED.**

2 Date: November __, 2006

CALIFORNIA WOMEN'S LAW CENTER

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By: _____
Executive Director

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7 Date: November 29 2006

VALUE NUTRITION CENTER
d/b/a MYVITANET.COM

8

9

By: Mark Kowalski
Mark Kowalski

10

11

Title: Chiropractor

12

13 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

14

15 DATED: _____

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ROBERT L. HESS
JUDGE OF THE SUPERIOR COURT

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1 **FINDINGS AND ORDER**

2 1. The Court finds that the warnings that may be required in Section 3 of the
3 stipulated Consent Judgment in this matter regarding the sale of certain products by defendant
4 VALUE NUTRITION CENTER D/B/A MYVITANET.COM comply with the provisions of
5 Health & Safety Code §§25249.5-25249.13.

6 2. In the stipulated Consent Judgment in this matter, the Parties' agreement in
7 Section 4 of the Consent Judgment that no civil penalties are warranted is in accord with the
8 criteria set forth in Health & Safety Code §25249.7(b) (2), in that payments totaling \$680.00 in
9 financial relief in the form of "in lieu of damages or penalties" are to be made by the Defendant
10 to Plaintiff California Women's Law Center ("CWLC"). The Court finds that CWLC has
11 committed to use this financial relief in conformity with Proposition 65's overall goals as well as
12 its own non-profit articles of incorporation to address the litigation's public health issue of
13 protecting women's health through CWLC's programs, which include but are not limited to
14 projects addressing public health, domestic violence, reproductive rights, and physical fitness
15 issues.

16 3. Because each Party to the Consent Judgment is bearing its own attorneys' fees and
17 costs, no finding by the Court is required as to whether those fees and costs are reasonable.

18 4. In light of the findings made above, and based upon the Court's review of the
19 proposed stipulated Consent Judgment executed among the Parties, the Court finds that this
20 Consent Judgment is just, and serves and will serve the public interest

21 5. The Consent Judgment is hereby adopted as the ORDER and JUDGMENT of this
22 Court.

23 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

24
25 DATED: _____
26

27 _____
28 ROBERT L. HESS
JUDGE OF THE SUPERIOR COURT

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I, Kimberly A.K. Burgo, declare as follows:

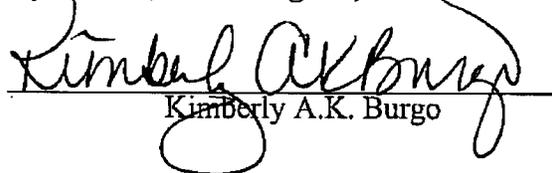
4 I am a citizen of the United States and a resident of the County of Los Angeles; I am over
5 the age of 18 years and am not a party to the within action or proceeding. I am employed by the
6 law firm of The Carrick Law Group, a Professional Corporation, located at 350 S. Grand
Avenue, Suite 2930, Los Angeles, California 90071.

7 On February 6, 2007, I served the foregoing document described as **NOTICE OF**
8 **ENTRY OF ~~PROPOSED~~ CONSENT JUDGMENTS ONLY AS TO DEFENDANTS**
9 **(1) CHEMISOURCE, INC. D/B/A METABOLIC RESPONSE MODIFIERS, INC.;**
(2) SUZANNE’S NATURAL FOODS, INC.; AND (3) VALUE NUTRITION CENTER
D/B/A MYVITANET.COM upon the interested parties in said cause, as follows:

10 **X BY MAIL (CD-Rom):** By placing a CD-Rom disk containing true and correct copies of
11 the documents described above using imaged files in .pdf format in a sealed envelope(s)
12 with first-class postage thereon fully prepaid to the mailing addresses as listed on the
13 attached service list. I am “readily familiar” with The Carrick Law Group’s business
14 practice for collection and processing correspondence for mailing. Under that practice
envelopes will be deposited with the United States Postal Service on the same day, with
first-class postage thereon fully prepaid at Los Angeles, California, in the ordinary course
of business.

15 **X BY OVERNIGHT MAIL/DELIVERY:** By placing a CD-Rom disk containing true
16 and correct copies of the documents described above using imaged files in .pdf format in
17 a sealed envelope(s) to the delivery addresses as listed on the attached service list. I am
18 “readily familiar” with The Carrick Law Group’s business practice for collection and
19 processing of correspondence for overnight delivery with United Parcel Service (“UPS”).
Under that practice fully prepaid envelopes will be deposited at an authorized UPS
processing center on the same day for overnight delivery to the addressee, at Los
Angeles, California, in the ordinary course of business.

20 I declare under penalty of perjury under the laws of the state of California that the
foregoing is true and correct. Executed on February 6, 2007, at Los Angeles, California.

21 
22 _____
Kimberly A.K. Burgo

SERVICE LIST

Buckland, et al. v. Threshold Enterprises, Inc., et al.; LASC Case No. BC344046

Edward G. Weil, Esq.
Deputy Attorney General
State of California – Department of Justice
Attorney General’s Office
PROPOSITION 65 ENFORCEMENT REPORTING
1515 Clay Street, Suite 2000
Oakland, California 94612
Tel.: (510) 622-2183 / Fax: (510) 622-2270
E-mail: ed.weil@doj.ca.gov

California State Attorney General’s Office

Charles Tamburo, Principal
Angel Food Distributors, Inc.
2440 Cobb Parkway, Suite B
Smyrna, GA 30080

Defendant Angel Food Distributors, Inc.

Rosalyn P. Mitchell, Esq.
Nixon Peabody LLP
Two Embarcadero Center, Suite 2700
San Francisco, CA 94111-3996
Tel.: (415) 984-8200 / Fax: (415) 984-8300
E-mail: rmitchell@nixonpeabody.com

Attorneys for Defendant At Last Naturals, Inc.

David A. Gauntlett, Esq.
James A. Lowe, Esq.
Andrew M. Sussman, Esq.
Gauntlett & Associates
18400 Von Karman, Suite 300
Irvine, CA 92612
Tel.: (949) 553-1010 / Fax: (949) 553-2050
E-mail: ams@gauntlettlaw.com
jal@gauntlettlaw.com

Attorneys for Defendants Basic Research, LLC; Klein-Becker USA, LLC

Peter F. Musielski, Esq.
Law Offices of Peter F. Musielski
Building I-104
1801 Parkcourt Place
Santa Ana, CA 92701
Tel.: (714) 558-1773 / Fax: (714) 558-0179
E-mail: musielskilaw@yahoo.com

Attorneys for Defendant Better Health Naturally, Inc.

Jonathan Winston, Principal
Bio-Health, A Division of Zlabs, LLC
70 S. Val Vista Drive, Suite A3
PMB 442
Gilbert, AZ 85296

Defendant Bio-Health, A Div. of Zlabs, LLC

Trenton H. Norris, Esq.
Todd O. Edmister, Esq.
Bingham McCutchen LLP
Three Embarcadero Center, Suite 1800
San Francisco, CA 94111
Tel.: (415) 393-2062 / Fax: (415) 393-2286
E-mail: trent.norris@bingham.com
todd.edmister@bingham.com

***VIA OVERNIGHT DELIVERY**

Mark P. Pifko, Esq.
Bingham McCutchen LLP
355 South Grand Avenue, Suite 4400
Los Angeles CA 90071-3106
Tel.: (213) 680-6581 / Fax: (213) 680-6499
E-mail: mark.pifko@bingham.com

***VIA OVERNIGHT DELIVERY**

Attorneys for Defendants Allvia Integrative Pharmaceuticals, Inc.; Before & After Cosmetics, LLC; DRUGSTORE.COM, Inc.; Kenogen, Inc.; Life-Flo Health Care Products, Inc.; Nature’s Light, Inc.; NOW Health Group, Inc. d/b/a NOW Foods; Pure Essence Laboratories; Sayge Biosciences, LLC; Suzanne’s Natural Foods, Inc. d/b/a SUZANNES.COM; Threshold Enterprises, Ltd.; Transitions For Health, Inc.; Vitamet d/b/a MYVITANET.COM; and Women Living Naturally, Inc. d/b/a WOMENLIVINGNATURALLY.COM

Rebecca Spaar, Principal
BioCentric Labs, Inc.
PO Box 1018
Brighton, CO 80601-1018
Tel.: (303) 659-8855 / Fax: (303) 659-6072
E-mail: biocentriclabs@aol.com

Defendant BioCentric Labs, Inc.

Peter Bisno, Esq.
Bisno, Samberg & Mulvaney LLP
21700 Oxnard Street, Suite 430
Woodland Hills, CA 91367-3665
Tel.: (818) 657-0300 / Fax: (818) 657-0313
E-mail: pbisno@bisnosam.com

Attorneys for Defendant Cannon Medical Clinic, Inc., a division of George L. Cannon, M.D., Inc.

<p>1 Kathleen O. Truman, Esq. Attorney at Law Kelly Lytton & Vann LLP 1900 Avenue of the Stars, Suite 1450 Los Angeles, CA 90067 Tel.: (310) 277-5333 / Fax: (310) 277-5953 E-mail: ktruman@klmvlaw.com</p> <p>4 Attorneys for Defendant Chemi-Source, Inc. d/b/a Metabolic Response Modifiers, Inc.</p>	<p>Robert Jackson Registered Agent for Service of Process Dixie Health, Inc. 2161 New Market Parkway SE, Suite 222 Marietta, GA 30067-8768</p> <p>On Behalf of Defendant Dixie Health, Inc.</p>
<p>5 Louisa B. Pensanti, Esq. Pensanti & Associates Attorneys at Law 6320 Van Nuys Boulevard, Suite 300 Van Nuys, CA 91407 Tel.: (818) 947-7999 / Fax: (818) 947-7995 E-mail: lawlouisa@aol.com</p> <p>8 Attorneys for Defendant Helen Pensanti M.D., Inc.</p>	<p>Lyndon B. Steimel, Esq. Registered Agent for Service of Process The Law Office of Lyndon B. Steimel 14614 N. Kierland Boulevard, Suite N-135 Scottsdale, AZ 85254 Tel.: (480) 367-1188 / Fax: (480) 367-1174 E-mail: lyndon@steimellaw.com</p> <p>Registered Agent and Attorneys for Defendant INCYNC, Inc. d/b/a Organic Excellence</p>
<p>10 Rick Edwards, Esq. Rick Edwards, Inc. 1925 Century Park East, Suite 2000 Los Angeles, CA 90067 Tel.: (310) 277-6464 / Fax: (310) 286-9501 E-mail: rickeinc@aol.com</p> <p>12 <u>Courtesy Copy to Attorney for Defendant Kenogen, Inc.</u></p>	<p>Richard E. Donahoo, Esq. Donahoo & Associates 505 North Tustin Avenue, Suite 160 Santa Ana, CA 92705 Tel.: (714) 953-1010 / Fax: (714) 953-1777 E-mail: rdonahoo@donahooandassoc.com</p> <p>Attorneys for Defendant Kokoro, LLC</p>
<p>13 Robert F. Graham, Esq. Attorney at Law Law Offices of Robert F. Graham 629 Third Avenue, Suite I Chula Vista, CA 91910 Tel.: (619) 426-4350 / Fax: (619) 426-4396 E-mail: rgrahamatty@hotmail.com</p> <p>16 Attorneys for Defendant Let's Talk Health, Inc.</p>	<p>James J. Desrosiers, Principal Registered Agent for Service of Process Natural Hormone Options, Inc. 714 South Bella Vista Street Tampa, FL 33609 Tel.: (813) 857-6175 / (813) 289-2631</p> <p>On Behalf of Defendant Natural Hormone Options, Inc.</p>
<p>17 Mark Fingerman, Esq. Jacobson, Russel, Saltz & Fingerman, LLP 10866 Wilshire Boulevard, Suite 1550 Los Angeles, CA 90024 Tel.: (310) 446-9900 / Fax: (310) 446-9909 E-Mail: mef@jrsflp.com</p> <p>20 Attorneys for Defendant NU Science Corporation</p>	<p>Todd A. Harrison, Esq. (<i>pro hac vice</i>) Claudia A. Lewis-Eng, Esq. Roger A. Colaizzi, Esq. Stacia J. Borrello, Esq. Venable LLP 575 7th Street, NW Washington, DC 20004 Tel.: (202) 344-4000 / Fax (202) 344-8300 E-mail: taharrison@venable.com clewis-eng@venable.com racolaizzi@venable.com sjborrello@venable.com</p> <p>Attorneys for Defendant Quality Supplement and Vitamins, Inc.</p>
<p>23 Brian M. Ledger, Esq. Gordon & Rees LLP 101 West Broadway, Suite 2000 San Diego, CA 92101 Tel.: (619) 696-6700 / Fax: (619) 696-7124 E-mail: bledger@gordonrees.com</p> <p>26 Attorneys for Defendant Quality Supplement and Vitamins, Inc.</p>	<p>Steven G. Hall, Esq. Joshua Tropper, Esq. Lauren M. Kohn, Esq. Gambrell & Stolz, LLP 3414 Peachtree Road, NE Monarch Plaza, Suite 1600 Atlanta, GA 30326 Tel.: (404) 221-6515 / Fax: (404) 221-6501 E-mail: shall@gambrell.com jtropper@gambrell.com lkohn@gambrell.com</p> <p>Attorneys for Defendant Star Health and Beauty, LLC</p>

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<p>Robert J. Bockelman, Esq. Law Offices of Robert J. Bockelman 1169 Market Street, Suite 003 San Francisco, CA 94103 Tel.: (415) 626-6975 / Fax: (415) 626-6976 E-mail: exalt300@pacbell.net</p> <p>Attorneys for Defendant Sunrise Wholesale Direct d/b/a SUNRISEWD.COM</p>	<p>James I. Ham, Esq. James Ham Legal 555 West Fifth Street, 31st Floor Los Angeles, CA 90013 Tel.: (213) 996-8401 / Fax: (213) 405-2433 E-mail: james.ham@jameshamlegal.com</p> <p>Attorneys for Defendant SuperNutrition Life-Extension Research, Inc. d/b/a SuperNutrition</p>
<p>Irwin B. Feinberg, Esq. Feinberg Mindel Brandt Klein & Kline, LLP 12400 Wilshire Boulevard, Suite 900 Los Angeles, CA 90025 Tel.: (310) 447-8675 / Fax: (310) 447-8678 E-mail: ifeinberg@fmbklaw.com</p> <p>Attorneys for Defendant Tahitian Noni International, Inc.</p>	<p>Martin Meyer, President Registered Agent for Service of Process Total Health Discount, Inc. 120 Route 140, Suite 1 Farmingdale, NY 11735</p> <p>On Behalf of Defendant Total Health Discount, Inc.</p>
<p>Darrel Miller, Principal Vitanet d/b/a Vitanet Health Foods 235 Market Avenue SW Hartville, OH 44632-8521</p> <p>Defendant Vitanet d/b/a Vitanet Health Foods</p>	<p>Kimberly A. Fanady, Esq. Law Offices of Kimberly A. Fanady 180 Montgomery Street, Suite 940 San Francisco, CA 94104 Tel.: (415) 986-8467 / Fax: (415) 986-8469 E-mail: kafanady@pacbell.net</p> <p>Attorneys for Defendant Young Again Nutrition, LLC, d/b/a Young Again Nutrients</p>