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ENDORSED
FILED
San Francisco County Superior Court

MAR 27 2009

GORDON PARK-LI, Clerk
BY: _____
Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 CITY AND COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

12 AS YOU SOW,

13 Plaintiff,

14 vs.

15 ARIZONA NUTRITIONAL SUPPLEMENTS,
16 INC., J&D LABORATORIES, INC., and
17 KABCO PHARMACEUTICALS, INC.,

18 Defendant.

Case No. CGC-08-479176

~~PROPOSED~~ CONSENT JUDGMENT
AS TO DEFENDANT ARIZONA
NUTRITIONAL SUPPLEMENTS,
INC.

19 This Consent Judgment is entered into by and between As You Sow (“Plaintiff”), and
20 ARIZONA NUTRITIONAL SUPPLEMENTS, INC. (“Defendant”). This Consent Judgment
21 shall be effective upon entry (the “Effective Date”) by the court. Plaintiff and Defendant (each a
22 “Party” and collectively, “the Parties”) agree to the terms and conditions set forth below. This
23 Consent Judgment applies solely to products manufactured, distributed or sold by Arizona
24 Nutritional Supplements, Inc. and set forth on Exhibit A (or properly added to Exhibit A
subsequent to the Effective Date, as more fully described herein below).

25 **1. INTRODUCTION**

26 1.1 Plaintiff is a Section 501(c)(3) non-profit foundation dedicated to, among other
27 causes, the protection of the environment, the promotion of human health, the improvement of
28

CONSENT JUDGMENT, AYS V. SWANSON
HEALTH PRODUCTS, INC.

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1 worker and consumer rights, environmental education, and corporate accountability. Plaintiff is
2 based in San Francisco, California and incorporated under the laws of the State of California.

3 1.2 Defendant sells finished herbal products for ingestion to various entities that sell
4 the products to California consumers. Plaintiff alleges that certain of the products contain one or
5 more chemicals listed by the State of California as known to cause cancer and reproductive
6 toxicity pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986
7 (“Proposition 65”), California Health and Safety Code § 25249.5 et seq.; Title 27, California
8 Code of Regulations § 25000 et seq. For purposes of this Consent Judgment only, each of the
9 products is deemed to be a “food” within the meaning of Title 27, California Code of Regulations
10 § 25501.

11 1.3 The specific products Plaintiff alleges contain one or more of the Proposition 65-
12 listed chemicals described below and which are covered by this Consent Judgment as of the
13 Effective Date are set forth in Exhibit A hereto (the “Products”). Any products not set forth in
14 Exhibit A hereto are not subject to the injunctive provisions herein, except as specifically
15 provided in Section 9: *New Products*, and are not covered by the release of liability set forth in
16 Section 6 herein.

17 1.4 Pursuant to Health & Safety Code § 25249.8: (a) on February 27, 1987, the State
18 of California listed the chemical lead as a chemical known to cause reproductive toxicity; and (b)
19 on October 1, 1992, the State of California listed the chemicals lead and lead compounds as
20 chemicals known to cause cancer; (c) on July 1, 1990 the State of California listed the chemicals
21 mercury and mercury compounds as chemicals known to cause reproductive toxicity; (d) on
22 February 27, 1987, the State of California officially listed the chemical arsenic as a chemical
23 known to cause cancer; (e) on May 1, 1997, the State of California officially listed the chemical
24 arsenic as a chemical known to cause reproductive toxicity; (f) on October 1, 1987, the State of
25 California officially listed the chemicals cadmium and cadmium compounds as chemicals known
26 to cause cancer; and (g) on May 1, 1997, the State of California officially listed the chemical
27 cadmium as a chemical known to cause reproductive toxicity. For purposes of this Consent
28

1 Judgment, the foregoing chemicals as listed under Proposition 65 shall be referred to as the
2 "Metals".

3 1.5 Beginning on June 17, 2008 and again on February 6, 2009, Plaintiff served on
4 Defendant and each of the appropriate public enforcement agencies "60-Day Notices" that
5 provided Defendant and the public enforcement agencies with a notice alleging that Defendant
6 was in violation of Proposition 65 for failing to warn the purchasers and individuals using the
7 Products that the use of the Products exposes them to certain chemicals known to the State of
8 California to cause cancer and/or reproductive toxicity (each, a "60-Day Notice"). A copy of
9 each such 60-Day Notice issued to Defendant is attached hereto as Exhibit B. Defendant
10 stipulates for the purpose of this Consent Judgment only that the 60-Day Notices sent to it are
11 adequate to comply with Title 27, California Code of Regulations § 25903.

12 1.6 On August 27, 2008, Plaintiff filed a Complaint (the "Action") in San Francisco
13 Superior Court, alleging violations of Proposition 65. Plaintiff brings the Action in the public
14 interest. Plaintiff has provided 60-Day Notice(s) to Defendant and the appropriate public
15 enforcement agencies and none of the public enforcement agencies has commenced and begun
16 diligently prosecuting an action against Defendant for such alleged violations.

17 1.7 For purposes of this Consent Judgment, each Party stipulates that venue is proper
18 and that this Court has subject matter jurisdiction over the allegations contained in the Action.
19 Defendant stipulates it employs ten (10) or more employees and employed ten (10) or more
20 employees for one year prior to the date of the first 60-Day Notice Letter. The Parties enter into
21 this Consent Judgment to settle disputed claims between them and to avoid prolonged litigation.
22 By execution of this Consent Judgment, Defendant does not admit any facts, violations of law,
23 conclusions of law, the applicability of Proposition 65, or the applicability or violation of any
24 other law or standard governing warnings or disclosures in connection with the manufacture,
25 packaging, labeling, distribution and/or sale of the Products. Except for the stipulations made in
26 Sections 1.5 and 1.7 by Defendant, nothing in this Consent Judgment shall be construed as an
27 admission by Defendant of any fact, issue of law, conclusion of law, or violation of law, nor shall
28 compliance with this Consent Judgment constitute or be construed as an admission by Defendant

1 of any fact, issue of law, conclusion of law, or violation of law. Except for the stipulations made
2 in this Section 1.7 by Plaintiff, nothing in this Consent Judgment shall be construed as an
3 admission by Plaintiff of any fact, issue of law, conclusion of law, or violation of law, nor shall
4 compliance with this Consent Judgment constitute or be construed as an admission by Plaintiff of
5 any fact, issue of law, conclusion of law, or violation of law.

6 **1.8** Except as expressly provided herein, nothing in this Consent Judgment shall
7 prejudice, waive or impair any right, remedy or defense any Party may have in any other or
8 further legal proceeding. This paragraph shall not diminish or otherwise affect the obligations,
9 responsibilities, and duties of any Party to this Consent Judgment. This Consent Judgment is a
10 full and final settlement of all claims that were raised in the Action, or which could have been
11 raised in the Action arising out of the facts or conduct alleged therein.

12 **2. INJUNCTIVE PROVISIONS**

13 **2.1 Defendant's Duty To Ascertain The Metals Content of Products On Or**
14 **Before Sixty Days Following the Effective Date.** On or before sixty (60) days following the
15 Effective Date, Defendant shall ascertain the concentration of Metals in each of the Products as
16 follows.

17 **2.1.1 Lead, Arsenic And Cadmium Testing Protocol.** In accordance with
18 Sections 2.1.5 and 2.1.6, to ascertain a Product's concentration of lead, arsenic and cadmium,
19 respectively, Defendant shall test the Product (or rely on testing of the Product by others provided
20 it is undertaken in the manner set forth herein), using inductively coupled plasma mass
21 spectrometry ("ICP-MS") under the protocol set forth in EPA Method 6020 as set forth in this
22 Section 2.1.

23 **2.1.2 Mercury Testing Protocol.** In accordance with Sections 2.1.5 and 2.1.6,
24 to ascertain a Product's concentration of mercury, Defendant shall test the Product (or rely on
25 testing of the Product by others provided it is undertaken in the manner set forth herein) using the
26 protocol set forth in EPA Method 7471A (including, at Defendant's option, conformity with EPA
27 Method 3052), or the protocol set forth in EPA Method 7473, or the protocol set forth in EPA
28 Method 6020.

1 **2.1.3 Additional Testing Protocols.** In the event that equally or more accurate
2 testing methods are developed or identified and accepted by the scientific community as accurate
3 enough to allow for detection and quantification of Metals to ascertain compliance under this
4 Consent Judgment, any Party shall have the right to move the court to modify this Consent
5 Judgment as set forth in Section 8 herein, to allow testing by such equally or more accurate
6 testing method in addition to the methods authorized herein.

7 **2.1.4 Approved Laboratories.** Product or raw material testing may be
8 undertaken at Defendant's in-house laboratories or by third-party testing laboratories; however,
9 all third-party laboratory testing shall be performed only at laboratories that are certified,
10 accredited, or registered by an agency of the United States, Canada, California or another State of
11 the United States or Province of Canada, including but not limited to the U.S. Environmental
12 Protection Agency, the U.S. Food and Drug Administration, or the California Department of
13 Health Services, for the purposes of administering the specific protocol used in such testing. If a
14 given agency does not certify specific protocols for testing for Metals in dietary supplements, the
15 certification, accreditation or registration customarily bestowed upon laboratories testing dietary
16 supplements or ingredients in dietary supplements for Metals in accordance with that agency's
17 standards shall be required; if no such agency standards exist specifically for dietary supplements,
18 then the standards for foods shall be required.

19 **2.1.5 Sampling Protocol For Metals Content.** In fulfilling its duty to ascertain
20 the concentration of Metals in each Product, Defendant may at its option, test (or rely on testing
21 of the Product by others) Representative Samples of the finished Products, or test (or rely on
22 testing of raw materials by others) Representative Samples of each of the raw materials
23 comprising the finished Product(s). Any results relied upon must use the analytical methods and
24 sampling requirements specified herein, except that a Defendant (or a laboratory conducting tests
25 for Defendant) may modify or adjust an analytical method if necessary to ensure accurate results
26 in light of the nature, composition, quantity, or other characteristic of the test specimen, the nature
27 of the test, or the specific equipment being used to conduct the test so as to enhance the quality
28 and reliability of the test results. If Defendant (or a laboratory conducting tests for Defendant)

1 modifies or adjusts any analytical method specified in this Consent Judgment, in the event of an
2 enforcement action by Plaintiff under this Consent Judgment contesting such modification or
3 adjustment, Defendant shall bear the burden of showing by a preponderance of the evidence that
4 the modification or adjustment was (a) necessary, appropriate and reasonable under the
5 circumstances; and (b) fully consistent with generally accepted scientific principles and practices
6 concerning analytical testing and test methods for Metals in foods, including dietary supplements.

7 **2.1.6 Representative Sampling.**

8 (a) Finished Products. "Representative Sampling" as used herein shall mean with respect
9 to the testing of finished Products, any of the following, at Defendant's option: (a) testing of two
10 (2) or more samples, each from a different final Product of the most recent manufacturing,
11 labeling or processing lot or batch ("Manufacturing Lot") of that Product; or (b) testing of one (1)
12 sample from the most recent Manufacturing Lot of a Product, provided that the one sample
13 actually tested is a composite of three (3) or more samples taken from three (3) or more final
14 Products from such Manufacturing Lot of that Product. Each of the three (3) or more samples
15 taken from three (3) or more final Products must be equal to the other samples (e.g., 4 capsules
16 taken from each of three final Products, or 1 gram taken from each of three final Products).

17 (b) Raw Materials. "Representative Sampling" as used herein shall mean with respect to
18 the testing of raw material, testing of one (1) or more samples from the most recent shipping lot
19 received by Defendant of each raw material comprising the Product, provided that the sample
20 actually tested is a composite of three (3) or more samples from the most recent shipping lot of
21 that raw material. Each of the three (3) or more raw material samples which comprise the
22 composite sample actually tested shall be equal to the other samples.

23 (c) First Two Year's Frequency of Sampling. During each of the two years after the
24 Effective Date, for purposes of documenting compliance with Sections 2.2, 2.4 and 9 of this
25 Consent Judgment after sixty (60) days from the Effective Date, Defendant shall conduct (or have
26 conducted on its behalf) Representative Sampling of each Product meeting the definition of either
27 Section 2.1.5(a) or 2.1.5(b), or any combination of the two, as Defendant shall elect in its sole
28 discretion. The Parties agree that this frequency of Representative Sampling of each Product for

1 the first two years after the Effective Date shall be the minimum amount of sampling required
2 under this Consent Judgment. Defendant shall retain laboratory test data documenting the
3 foregoing Representative Sampling with respect to each Product Defendant ships for sale to
4 California between the Effective Date and the second anniversary of the Effective Date. Such
5 laboratory test data for the initial two year testing period shall be retained for at least four years
6 from the date of testing.

7 (d) Sampling Frequency After Second Anniversary of Effective Date. After the second
8 anniversary of the Effective Date, Defendant shall conduct (or have conducted on its behalf)
9 Representative Sampling on raw materials or finished Products, as the case may be, but
10 Defendant may adjust the frequency of the sampling regime set forth in Section 2.1.5(c). Any
11 adjustments to the sampling regime shall be sufficient to allow Defendant to continue to
12 accurately determine levels of Metals in Products or in raw materials. Any adjustments to the
13 sampling regime shall be based upon Defendant's consideration of the following factors: (i)
14 existing data, (ii) the variability of Metals levels in a raw material or in a Product, as documented
15 through testing, (iii) the predictability of the distribution of the range of Metals levels in a raw
16 material, based on prior laboratory test data, (iv) the amount of a raw material used in a finished
17 Product, and (v) other relevant considerations. In any proceeding to enforce this Consent
18 Judgment, Defendant bears the burden of showing by a preponderance of the evidence that any
19 testing regime adopted under this Section 2.1.5(d) is reasonable and is sufficient to accurately
20 determine Metals levels in raw materials or finished Products. This Section 2.1.5(d) governs the
21 frequency of sampling, and does not alter the definitions of Representative Sampling set forth in
22 Sections 2.1.5(a), or (b), or the testing protocols set forth herein. Defendants are not limited to
23 providing only Representative Sampling data to Plaintiff in the event Plaintiff conducts
24 compliance monitoring under Section 2.1.6 or otherwise moves to enforce this Consent Judgment.

25 **2.1.7 Compliance Monitoring.** At any time following 60 days after the
26 Effective Date, Plaintiff may request that Defendant provide, within thirty-five (35) days of the
27 date of its request, documentation supporting the sale in California of any Product without the
28 health hazard warnings specified in this Consent Judgment. For the first two years after the

1 Effective Date, such requests may be made with respect to as many as twenty-five (25) percent,
2 annually, of the number of Products listed on Defendant's then current list of Products subject to
3 this Consent Judgment, up to a maximum of twenty (20) requests in total for the year, concerning
4 up to twenty (20) different Products in that year. After year two after the Effective Date, Plaintiff
5 may request information on no more than ten (10) percent, annually, of the number of Products
6 listed on Defendant's then current list of Products subject to this Consent Judgment, up to a
7 maximum of ten (10) requests in total for the year, concerning up to ten (10) different Products in
8 that year. After year three after the Effective Date, Plaintiff shall not be entitled to request
9 information pursuant to this Section 2.1.6, unless a violation of this Consent Judgment previously
10 was established within the three years preceding the date of the Plaintiff request, in which case
11 Plaintiff shall be entitled to tender up to twelve (12) requests in total for information respecting
12 up to twelve (12) different Products for up to one more year after the date of Plaintiff's request.
13 For any Product for which Plaintiff's request for such documentation is not provided within sixty
14 (60) days of the date of the request, such Product will be deemed sold in violation of this Consent
15 Judgment as to all sales in California of that Product after the date of Plaintiff's request through
16 the date upon which such documentation is received by Plaintiff and therefore will be subject to
17 the provisions of Section 3.1; provided, however, that Defendant's mere contesting of any
18 assertion by Plaintiff concerning inadequacies in the documentation produced to Plaintiff shall
19 not, in and of itself, be deemed a violation of this Section 2.1.6. For Plaintiff to establish a
20 violation of this Section, the documentation provided or other documentation must show that a
21 health hazard warning was required under this Consent Judgment. Violations of this Section 2.1.6
22 may be enforced as specified hereinbelow and are not exclusive of other remedies, if any,
23 available to Plaintiff.

24 **2.1.8 Limited Exemptions from Testing.** Defendant need not test (or have
25 tested on its behalf) all excipients, fillers, flavors, colors, binders or other ingredients of uniform
26 manufacture or consistently uniform high purity ("Standardized Ingredients") if it reasonably and
27 in good faith believes, after conducting the research and analysis described below, that it can
28 demonstrate, with admissible evidence, such Standardized Ingredients do not contain Metals at

1 levels that might cause or contribute to a violation of this Consent Judgment. Defendant's good
2 faith belief shall be based on periodic laboratory test data, vendor certifications, or other such
3 reasonable and appropriate information including consideration of the reliability and consistency
4 of the supplier, the nature of the ingredient, the amount used and other relevant scientific factors.
5 Defendant periodically shall monitor and evaluate such Standardized Ingredients for Metals
6 levels. In the event that Plaintiff should move to enforce this Consent Judgment, Defendant bears
7 the burden of establishing by a preponderance of the evidence that any failure to test a
8 Standardized Ingredient for Metals content was reasonable and in good faith, and must produce
9 all such supporting evidence in the context of the meet and confer process concerning
10 enforcement of this Consent Judgment contemplated under Section 8.1 herein. Defendant's
11 failure to test a Standardized Ingredient for Metals content, in the absence of a reasonable and
12 good faith belief that such ingredient does not contain Metals at levels that might cause or
13 contribute to a violation of this Consent Judgment, shall constitute a material breach of this
14 Consent Judgment and be subject to stipulated civil penalties as provided for herein if such failure
15 to test causes or contributes to a failure to provide a warning when required under Section 2.2 or
16 causes or contributes to a violation of Section 2.4 of this Consent Judgment.

17 **2.1.9 Product or Ingredient Specifications.** On or before the date that is sixty
18 (60) days after the Effective Date, Defendant shall establish, at its option, either: (a) specifications
19 for the Metals content of all raw materials used in the Products, or (b) specifications for the
20 Metals content in finished Products. Defendant shall not use raw materials which fail to meet the
21 Metals specifications Defendant established for raw materials used in the manufacture of
22 Products. Defendant shall not ship for sale or use in California Products which fail to meet
23 Defendant's specifications for Metals content in finished Products, unless such Products meet all
24 terms of this Consent Judgment, including the warning obligations in Section 2 and Section 9.
25 Defendant may from time to time adjust specifications for raw materials or for finished Products.

26 **2.1.10 Purchase of Testing Equipment.** On or before the date that is sixty (60)
27 days after the Effective Date, Defendant shall commence acquisition (either by purchase or lease)
28 of an Inductively Coupled Plasma Mass Spectrometer, including re-circulating chiller,

1 autosampler, microwave digestion, spectrophotometer, Reference Standards and NIST standards
2 for USP testing, and all related software. At the time of the signing of this Agreement, Defendant
3 was evaluating the following four models of Inductively Coupled Plasma Mass Spectrometers: (a)
4 Perkin Elmer Elan (9000/DRC/DRC-e); (b) Varian 810/820; (c) Agilent 7500cx/7500cs; and (d)
5 Thermo Scientific XSERIES2. The parties agree that the timely purchase or lease, pursuant to
6 Paragraph 3.3(b), of any of these models will satisfy this term of this Agreement; in the event that
7 Defendant chooses to satisfy this term of this Agreement through the purchase or lease of any
8 other functionally equivalent model, AYS must first consent in writing to such change. In
9 compliance with this Consent Judgment, Defendant may utilize outside laboratories as well.

10 **2.2 Provision of Clear and Reasonable Warnings.**

11 **2.2.1 On-Product Warnings.** On or before the date that is sixty (60) days
12 following the Effective Date, Defendant shall permanently cease and no longer ship for sale or
13 use in California any Products (as defined in Sections 1.3 and 9.1) which require a warning under
14 the terms of this Consent Judgment, unless each individual Product (in the form intended for sale
15 to the end-user) bears one of the warning statements specified below on its individual unit label or
16 unit packaging:

17 (a) Subject to Sections 2.3 and 2.4 herein, if use or consumption of the Product in
18 accordance with Defendant's label directions results in an exposure exceeding 10.0
19 micrograms/day of arsenic, but otherwise would not require a warning under this Consent
20 Judgment, then the warning shall state:

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

23 (b) Subject to Sections 2.3 and 2.4 herein, if use or consumption of the Product in
24 accordance with Defendant's label directions results in an exposure exceeding 10.0
25 micrograms/day of arsenic, and exceeding any of the levels set for lead, mercury, or
26 cadmium in this Consent Judgment, then the warning shall state:
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1 (b) For such Internet sales, the warning language required under this Consent Judgment
2 shall be displayed in the same type size as the surrounding, non-heading text, either: (a) on the
3 same page upon which the Product is displayed or referenced; (b) on the same page as the order
4 form for the Product; (c) on the same page as the price for the Product is displayed; or (d) in a
5 dialogue box (which cannot be suppressed by “pop up” box blocking software) which appears
6 when a California address for delivery is provided by the consumer, so long as the dialogue box
7 appears prior to the completion of the internet sale and requires the consumer to affirmatively
8 accept receipt of the warning set forth in the dialogue box (which shall be displayed in the same
9 type size as the surrounding, non-heading text on the screen at the time of the appearance of the
10 dialogue box), as a condition precedent to completing the sale.

11 **2.3 Exceptions To Warning Requirements.** No Product that meets each of the
12 following criteria shall require a warning pursuant to this Consent Judgment:

13 **2.3.1 For Lead Warnings, Exposure Below “No Observable Effect Level.”**
14 Use or consumption of a Product causes total daily exposure¹ to lead of less than 0.5 micrograms
15 when consumed or used in accordance with the Defendant’s label directions, excluding any
16 naturally occurring lead, as defined for purposes of this Consent Judgment in Section 2.3.2
17 (“Naturally Occurring Lead”), in such Product. Prior to shipment for sale to California
18 consumers, Defendant shall provide consumer use instructions on the label or packaging of each
19 individual Product unit (in the form intended for sale to the end-user). If the consumer use
20 instructions include a range of consumption levels (e.g., “take 2 to 4 tablets daily”), then for
21 purposes of determining compliance with Sections 2.2, 2.4, 9 and otherwise under this Consent
22 Judgment, the highest dose instructed shall be the dose.

23 **2.3.2 “Naturally Occurring” Allowance For Lead for Products Shipped for**
24 **Sale After Sixty Days Following The Effective Date.**

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28 ¹ For purposes of this Consent Judgment only, the term “exposure” is deemed to mean
“ingestion”, consistent with Title 27, Cal. Code Regs., section 25102(i) (which defines the term
“expose” as “to cause to ingest....”).

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1 (a) Initial Naturally Occurring Lead Level. Unless a Product contains a warning in
2 compliance with this Consent Judgment, the initial Naturally Occurring Lead level in any Product
3 subject to this Consent Judgment Defendant ships for sale or use in California after the date that is
4 sixty (60) days following the Effective Date, shall not exceed a concentration that will result in
5 2.25 micrograms lead ingested/day, assuming the Product is used or consumed in accordance with
6 the Defendant's consumer use instructions. Products where the concentration results in lead
7 levels that exceed: (i) this initial 2.25 micrograms ingested level or (ii) Products which exceed
8 any future Naturally Occurring Lead level subsequently established pursuant to this Consent
9 Judgment (plus, in either the case of (i) or (ii), an additional 0.5 micrograms lead as allowed by
10 regulation and under Section 2.3.1), shall be subject to the warning requirements set forth in
11 Sections 2.2.1, 2.2.2 and 9 herein, unless Defendant can show by a preponderance of the evidence
12 that all lead in such Products (except 0.5 micrograms ingested in a daily dose) is naturally
13 occurring per 27 Cal. Code Reg. § 25501. If Defendant in the future elects to make this showing
14 that more than 2.25 micrograms of lead is naturally occurring, Defendant agrees to provide all
15 information on which it relies to support such a showing to Plaintiff in the context of the meet and
16 confer process concerning enforcement of this Consent Judgment contemplated under Section 8.1
17 herein. Defendant's failure to produce complete information during the meet and confer process,
18 or Defendant's failure to establish to the Court, based on such information, by a preponderance
19 of the evidence, that lead in excess of 0.5 micrograms in a daily dose, plus Naturally Occurring
20 Lead, is naturally occurring under the criteria in 27 Cal. Code Reg. § 25501 shall constitute a
21 material breach of this Consent Judgment and be subject to stipulated civil penalties as provided
22 for herein if a Product which requires a health hazard warning under this Consent Judgment was
23 sold in California without such warning. Nothing in this Section 2.3.2 constitutes a waiver of
24 Defendant's right to establish, in accordance with the procedures set forth in Sections 2.3.2 and
25 8.1, that levels of metals other than lead are naturally occurring under the criteria of 27 Cal. Code
26 Reg. § 25501. The Parties agree that the initial 2.25 micrograms Naturally Occurring Lead level
27 is the result of negotiations and a review of the available information and shall be applicable to
28 the Products subject to this Consent Judgment and shall have no application to other products.

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1 (b) Evaluation of Future Naturally Occurring Lead Levels. In recognition of the
2 possibility that the "lowest level feasible" of lead may change over time, the Parties agree that for
3 at least three years after the Effective Date, Defendant shall have the right to tender a statement of
4 determination to AYS as to whether an adjustment to the Naturally Occurring Lead level can be
5 supported by a preponderance of the evidence. If tendered, such statement of determination shall
6 be tendered to AYS on or before April 15th for the years 2009, 2010 and 2011. Such a
7 determination respecting the Naturally Occurring Lead level shall be made in good faith and be
8 based on Representative Sampling and "Feasibility." "Feasibility" for purposes of this Consent
9 Judgment shall mean consideration of the following: (1) the availability and reliability of a
10 supply to Defendant of raw materials in question; (2) the reasonable cost to Defendant of
11 Products or raw materials therein; (3) any resulting unreasonable increase in cost to a Defendant
12 to procure a Product or raw materials with lower levels of lead; (4) performance characteristics,
13 including formulation, performance, safety, taste, efficacy and stability, of any raw materials or
14 finished Product; (5) the lawfulness of alternatives (no alternative shall result in a violation of
15 law, or a breach of a standard of identity); and (6) other relevant and reasonable considerations.
16 If upon determination of Defendant a change in the Naturally Occurring Lead level is warranted
17 under the criteria above, then Defendant within sixty (60) days of the statement date may proceed
18 to modify this Consent Judgment in accordance with Section 8 herein. Defendant's obligations
19 under this Section 2.3.2(b) are without prejudice to any rights of Plaintiff under Section 8 or
20 otherwise herein. If either Party seeks to modify the initial or any subsequently established
21 Naturally Occurring Lead level as defined herein, such modification shall only be effective upon
22 an order by the Court, after a noticed motion, notice of which motion shall be served on the
23 Office of the Attorney General at least forty-five (45) days prior to the hearing date, and which
24 motion shall include the information supporting the request for modification.

25 (c) Defendant also shall be entitled to exclude from the calculation of the daily lead
26 exposure the amount of naturally occurring lead in the following non-herbal ingredients only, if
27 used in a Product: calcium, ferrous fumarate, zinc oxide, magnesium oxide, magnesium chloride,
28 magnesium hydroxide, zinc gluconate and potassium chloride. The amount of lead in each of

1 these ingredients deemed naturally occurring shall be conclusively and irrefutably presumed to be
2 the amount of lead that would be deemed naturally occurring under the consent judgment entered
3 on November 11, 1998 in *People v. Warner Lambert*, San Francisco Superior Court Case No.
4 984403.

5 **2.3.3 Conditions Under Which “Naturally Occurring” Allowance For Lead**
6 **Applies.** For purposes of compliance with this Agreement, Defendant shall be required to
7 adhere to 27 Cal. Code Reg. § 25501 and Defendant shall be entitled to exclude the amount of
8 lead specified in Section 2.3.2 pursuant to the provisions of this Agreement. Defendant shall bear
9 the burden of proof in establishing, by a preponderance of the evidence that, with respect to each
10 Product unit subject to an enforcement proceeding, the conditions specified in this Section 2.3.3
11 have been satisfied.

12 **2.3.4 Stipulated Exposure Levels Triggering Warning Requirements For**
13 **Arsenic, Cadmium and Mercury.** Prior to shipment for sale to California consumers,
14 Defendant shall provide consumer use instructions on the label or packaging of each individual
15 Product (in the form intended for sale to the end-user). If the consumer use instructions include a
16 range of consumption levels (e.g., “take 2 to 4 tablets daily”), then for purposes of compliance
17 with Sections 2.2 and 9 and otherwise under this Consent Judgment, the highest dose instructed
18 shall be the dose. For arsenic, cadmium and mercury, the health hazard warnings set forth in
19 Section 2.2.1 shall be required if use or consumption of a Product in accordance with Defendant’s
20 label directions results in an exposure exceeding any of the following levels: (a) (1) mercury and
21 mercury compounds, except inorganic mercury, 0.30 micrograms/day; (2) inorganic mercury, 3.0
22 micrograms/day; (b) cadmium, 4.10 micrograms/day; and (c) arsenic, 10.0 micrograms/day. For
23 purposes of this Consent Judgment, and in the absence of knowledge to the contrary on the part of
24 Defendant, Defendant shall presume that all mercury in a Product is not inorganic mercury and
25 therefore is subject to the standard in 2.3.4(a)(1) unless Defendant, through laboratory testing and,
26 if applicable, other relevant information, establishes that a Product contains only inorganic
27 mercury, in which case that Product shall be subject to the standard in 2.3.4(a)(2). Records
28 supporting Defendant’s determination respecting inorganic mercury content in a Product shall be

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1 provided to Plaintiff in accordance with Defendant's obligations under Section 2.1.7, Section 8
2 and Section 9.1.

3
4 **2.4 Ban on Sales of Products Causing Exposures to Lead in Excess of 10**
5 **Micrograms Per Day.** No Product subject to this Consent Judgment may be shipped by
6 Defendant for sale in the State of California after sixty (60) days following the Effective Date if,
7 when used or consumed in accordance with the Defendant's label directions, it causes an
8 exposure to lead in excess of ten (10.0) micrograms/day.

9 **3. CIVIL PENALTIES**

10 **3.1 Stipulated Civil Penalties For Future Violations of This Agreement.**

11 Proposition 65 provides for civil penalties of up to \$2500 per violation per day, pursuant to
12 California Health & Safety Code § 25249.7. In the event that after sixty (60) days following the
13 Effective Date Defendant violates Sections 2 or 9 herein, the Parties stipulate that Defendants
14 shall be liable for a stipulated civil penalty in the amount of \$10.00 per unit item sold in violation
15 of this Consent Judgment, unless the Defendant's actual per unit sale price to the buyer was less
16 than \$10.00, in which case the stipulated penalty shall be fifty percent (50%) of the sale price
17 Defendant received from the relevant buyer for the Products at issue. Total civil penalties
18 concerning all Products sold in violation of this Consent Judgment shall not exceed \$75,000 for
19 such violations in any calendar year. Plaintiff may establish such violation(s) hereunder by a
20 preponderance of the evidence upon a duly noticed motion in the San Francisco Superior Court
21 and subject to the provisions of Section 8 herein. Plaintiff shall remit 75% of this amount to the
22 State of California pursuant to Health & Safety Code § 25249.12(b).

23 **3.2 Civil Penalty Assessment.** In recognition of Defendant's commitment to
24 purchase product testing equipment pursuant to Section 2.1.9 above, Defendant shall pay a
25 reduced civil penalty in the amount of \$14,000 to Plaintiff, pursuant to Health & Safety Code
26 § 25249.7(b). Plaintiff shall remit 75% of this amount to the State of California pursuant to
27 Health & Safety Code § 25249.12(b).

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1 **3.3 Payment & Capital Improvements in Lieu of Additional Civil Penalties.**

2 (a) Defendant shall make a payment in lieu of additional penalties in the amount of
3 \$48,700 to Plaintiff. These funds shall be used by As You Sow for grants to other California non-
4 profit groups and by the As You Sow Foundation Environmental Enforcement Fund to reduce
5 exposures to toxic chemicals, and to increase consumer, worker and community awareness of the
6 health hazards posed by toxic chemicals. In deciding among the grantee proposals, the As You
7 Sow Board of Directors ("Board") takes into consideration a number of factors, including: (1) the
8 nexus between the alleged harm in the underlying case(s), and the grant program work; (2) the
9 potential for toxics reduction, prevention, remediation or education benefits to California
10 residents from the proposal; (3) the budget requirements of the proposed grantee and the alternate
11 funding sources available to it for its project; and (4) the Board's assessment of the grantee's
12 chances for success in its program work. Plaintiff shall ensure that all funds will be disbursed and
13 used in accordance with Plaintiff's mission statement, articles of incorporation, and bylaws and
14 applicable state and federal laws and regulations within one year of receipt.

15 (b) In lieu of additional civil penalties, within sixty (60) days after the Effective Date,
16 Defendant shall order and commence the expenditure of additional monies for the acquisition,
17 installation, calibration, worker training, and related start up costs associated with the testing
18 equipment identified in Section 2.1.10 (currently estimated by the parties to be in the range of
19 \$250,000).

20 **3.4 Penalties are not a credit.** No penalties paid herein shall be construed as a
21 credit against future new claims against Defendant.

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

23 **4.1 Reimbursement of Plaintiff's Investigative, Expert and Legal Fees and Costs.**
24 Defendant shall reimburse Plaintiff in the amount of \$32,300 for Plaintiff's reasonable
25 investigative, expert, and legal fees and costs incurred as a result of investigating and negotiating
26 a settlement in the public interest.
27
28

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1 **5. PAYMENT OBLIGATIONS**

2 **5.1** Pursuant to Sections 3.2, 3.3(a) and 4.1 herein, Defendant agrees to remit the total
3 amount of \$95,000 to Plaintiff, payable to "As You Sow" (Employer Identification Number 94-
4 3169008) in installments as follows: an initial payment of \$35,000 within fifteen (15) days of the
5 Effective Date of this Consent Judgment; the balance of the sum due payable in three (3) equal
6 installments of \$20,000, with such payments being due on the dates thirty (30), sixty (60) and
7 ninety (90) days after the Effective Date, respectively.

8 **5.2** In the event that any payment owed by Defendant under this Consent Judgment is
9 not remitted or post-marked on or before its due date, Defendant shall be deemed to be in default
10 of its obligations under this Section. Plaintiff shall provide written notice to Defendant of any
11 default; if Defendant fails to remedy the default within five (5) business days of such notice, then
12 all future payments due hereunder shall become immediately due and payable, with the prevailing
13 federal funds rate applying to all interest accruing on unpaid balances due hereunder, beginning
14 on the due date of the specific payment or payments in default.

15 **6. RELEASE OF LIABILITY**

16 **6.1 Release of Liability.** Plaintiff, on its own behalf, and on behalf of the general
17 public, waives all rights to institute or participate in, directly or indirectly, any claim or form of
18 legal action against Defendant, its officers, directors, employees, agents, attorneys,
19 representatives, shareholders, parents, subsidiaries, affiliates, divisions, predecessors, successors,
20 subdivisions, downstream distributors, downstream retailers, downstream customers, and
21 upstream suppliers (including manufacturers of the raw materials of the Products) under
22 Proposition 65 based upon Defendant's alleged failure to warn, within the meaning of Proposition
23 65, about exposure to Metals in any of the Products sold in California or to California consumers
24 on or before sixty (60) days after the Effective Date or based on any other legal claim or theory
25 that was or could have been alleged in the Action based on the facts alleged in the Action. This
26 release of liability expressly applies to any liability against Arizona Nutritional Supplements, Inc.
27 under Proposition 65 based upon any alleged failure to warn, within the meaning of Proposition
28 65, about exposure to Metals in any of the Products sold in California or to California consumers

1 on or before sixty (60) days after the Effective Date or based on any other legal claim or theory
2 that was or could have been alleged in the Action based on the facts alleged in the Action.

3 **6.2 Release of Liability of Plaintiff.** Defendant waives all of its rights to institute any
4 claim, or form of legal action against Plaintiff, its officers, directors, employees, agents, attorneys
5 and representatives (the "Plaintiff Releasees") for all actions or statements made or undertaken by
6 the Plaintiff Releasees in the course of seeking enforcement of Proposition 65 through the Action.

7 **7. CONSENT JUDGMENT**

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

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1 Judgment prior to the date of the hearing, with notice to all parties and the Attorney General, and
2 upon such notice this Consent Judgment shall be null and void and any sums paid hereunder shall
3 be returned to Defendant within fifteen (15) days of the date of the notice. If the Attorney
4 General files a notice of appeal of this Consent Judgment, then a party may withdraw from this
5 Consent Judgment within forty-five (45) days of the People's notice of appeal and this Consent
6 Judgment shall be null and void ab initio five (5) days after notice of the withdrawal and any
7 sums paid hereunder shall be returned to Defendant within fifteen (15) day of the date of voiding.

8 **7.2 Amendment To Complaint.** Upon the expiration of the 60-Day Notice issued on
9 or about February 6, 2009, and in the event that no public prosecutors have commenced diligent
10 prosecution against Defendants for such violations, the Complaint herein shall be deemed
11 amended to include all violations described in that 60-Day Notice.

12 **8. ENFORCEMENT AND MODIFICATION**

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

22 **8.2 Modification of Judgment - Grounds.** This Consent Judgment shall not
23 obligate Defendant to provide a health hazard warning (as described in Section 2 herein) for a
24 Product if that Product causes an exposure below the "No Significant Risk Level" or "Maximum
25 Allowable Daily Level," as those terms are defined in Proposition 65 and its implementing
26 regulations. Any such levels adopted in a final regulation or law pursuant to Proposition 65 after
27 the Effective Date shall become the standard under this Consent Judgment on the date of adoption
28 without need for formal modification of this Consent Judgment, but Defendant retains its rights

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1 and obligations under Section 2.3.2. to establish naturally occurring levels of lead. The Parties
2 acknowledge that new toxicological information or exposure assessments concerning hazardous
3 substances and testing methodologies are continuously becoming available, and that statutory and
4 regulatory standards applicable to the Products may evolve in the future. Accordingly, the Parties
5 agree that any Party may file a motion pursuant to § 664.6 of the California Code of Civil
6 Procedure, and under the conditions set forth below, move the Court for modification of the
7 warning requirement or any other term set forth in Section 2 herein on the grounds that (a) they
8 conflict with the applicable legal standards concerning the Products or any ingredient therein, or
9 (b) the warning requirement or any other term set forth in Section 2 herein are more stringent than
10 the warning requirements AYS agrees to after the Effective Date in an order, judgment or
11 settlement under Proposition 65 with respect to any dietary supplements that are substantially
12 similar to the Products herein. Absent good cause shown by Plaintiff, Plaintiff shall allow
13 modification of this Consent Judgment to permit Defendant to adhere to such less stringent
14 warning requirements. Any disputes regarding the issues set forth in this subsection shall be
15 resolved in accordance with the procedures set forth in Section 8.3 below.

16 **8.3 Modification of Judgment – Procedure.** In the spirit of cooperation and in the
17 interests of minimizing the investigative, expert and attorneys’ fees and costs associated with
18 such a motion, the Parties agree to meet and confer in good faith as follows. Prior to filing a
19 motion pursuant to Section 8.2 herein, the Party seeking to modify the judgment shall first
20 provide the non-moving Party and the California Attorney General’s Office with any legal or
21 scientific information upon which the motion would rely. The non-moving Party and the
22 California Attorney General’s Office shall be allowed a period of forty-five (45) days to review
23 that information and to provide the moving Party with its formal written response (the Attorney
24 General’s Office’s failure to respond to this submission shall not be construed in any manner to
25 reflect any particular view, on the part of the Attorney General’s Office, of this Consent Judgment
26 or of the applicable law or science). The Parties shall then meet and confer within twenty (20)
27 days of the non-moving Party’s written response. If, after meeting and conferring, the moving
28 Party elects to proceed with a motion to amend this Consent Judgment, it may do so with proper

1 notice to the other Party and the Attorney General's Office as required under the California Code
2 of Civil Procedure. Such a motion may be accompanied by scientific data, studies, written
3 declarations, and live testimony or discovery responses. In the event that the Court determines
4 that a Party seeking or opposing a motion to modify this Consent Judgment did so without
5 justification or failed to meet and confer in good faith prior to moving for such modification, the
6 other Party shall be awarded reasonable fees and costs incurred.

7 **9. NEW PRODUCTS.**

8 **9.1 New Product Testing Prior to Sale in California.** If, after the date that is sixty
9 (60) days after the Effective Date, Defendant elects to ship for sale in California any new herbal
10 products not identified on Exhibit A hereto, Defendant shall, before shipping the new product(s)
11 for sale in California, conduct the testing set forth in Section 2.1 and adhere to the requirements
12 of this Consent Judgment with respect to such new product(s). Failure to provide the warning if
13 required under Section 2.2 shall be a violation of this Consent Judgment subject to stipulated
14 penalties in accordance with Section 3.1. Such new product(s) shall then be deemed Product(s)
15 subject to all of the terms of this Consent Judgment. Before the date that is sixty (60) days after
16 the Effective Date, Defendant may ship for sale to California customers new or reformulated
17 products of the type set forth in Section 1.2 that are not listed on Exhibit A, and the sales of such
18 products shall not be deemed in violation of any term of this Consent Judgment.

19 **9.2 Annual New Product Update List.** Commencing on January 15, 2010 and
20 annually on that date through and including January 15, 2012, Defendant shall provide Plaintiff
21 with an annual updated list of new Products Defendant shipped for sale or use in California in the
22 preceding calendar year for which Defendant has ascertained that warnings are not required under
23 this Consent Judgment. Defendant shall include, for each new Product identified on the annual
24 updated list, either: (a) at least one finished product test result documenting the lead level in each
25 new Product or (b) a calculation of the total lead level in the Product, expressed in
26 micrograms/day, based on Defendant's Representative Sampling data. If Plaintiff cannot
27 ascertain and in good faith inquires in writing as to whether a specific Product is a new Product in
28 a given year, Defendant shall promptly (and in any event within thirty-five (35) days the date of

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1 AYS' request) reply to advise whether the Product is a new Product for that year or is an existing
2 Product.

3 **10. GOVERNING LAW**

4 **10.1 Governing Law.** The terms of this Consent Judgment shall be governed by the
5 laws of the State of California. This Consent Judgment shall not govern Products or products
6 sold to consumers or other persons outside the State of California.

7 **11. NOTICES**

8 **11.1 Notices.** All correspondence and notices required to be provided under this
9 Agreement shall be in writing and shall be sent by first class registered or certified mail, or via a
10 reputable overnight delivery service with a tracking mechanism, addressed as follows:

11 All correspondence to Plaintiff shall be mailed to:
12 Attn: Lawrence E. Fahn, Executive Director
13 As You Sow
14 311 California Street, Suite 510
15 San Francisco, CA 94104

With a copy to:
Andrew L. Packard, Esq.
Law Offices of Andrew L. Packard
319 Pleasant Street
Petaluma, CA 94952

16 All correspondence to Defendant shall be mailed to:
17 Arizona Nutritional Supplements, Inc.
18 210 South Beck Avenue, Chandler, AZ 85226
19 Attn: Allyn Langford, Executive Vice President, General Counsel

20 **12. INTEGRATION AND MODIFICATION**

21 **12.1 Integration & Modification.** This Consent Judgment, together with the Exhibits
22 hereto which are specifically incorporated herein by this reference, constitutes the entire
23 agreement between the Parties relating to the rights and obligations herein granted and assumed,
24 and supersedes all prior agreements and understandings between the Parties. Except as set forth
25 in Section 8, this Consent Judgment may be modified only upon the written agreement of the
26 Parties to be bound. If any term of this Consent Judgment is found by the court to be invalid,
27 then such term shall be stricken and the remaining terms shall not be affected thereby. In the
28 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.

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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.

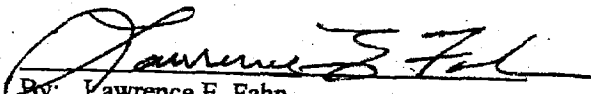
14. AUTHORIZATION

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: 2-9-09

AS YOU SOW



By: Lawrence E. Fahn
Executive Director

DATED: _____

ARIZONA NUTRITIONAL SUPPLEMENTS, INC.

By: Allyn Langford
Executive Vice President, General Counsel

IT IS SO ORDERED:

DATED: _____

Judge of the Superior Court

EXHIBIT A - Arizona Nutritional Supplements, Inc. Product List
EXHIBIT B - Notices of Proposition 65 Violations

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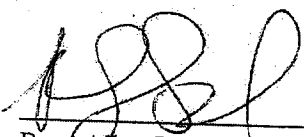
IT IS SO STIPULATED:

DATED: _____ AS YOU SOW

By: Lawrence E. Fahn
Executive Director

DATED: 2/6/09

ARIZONA NUTRITIONAL SUPPLEMENTS, INC.


By: Allyn Langford
Executive Vice President, General Counsel

IT IS SO ORDERED:

MAR 27 2009

DATED: _____

CHARLOTTE WALTER WOOLARD
Judge of the Superior Court

EXHIBIT A - Arizona Nutritional Supplements, Inc. Product List
EXHIBIT B - Notices of Proposition 65 Violations

EXHIBIT A

EXHIBIT A

ItemID	ItemDesc
0	Amino Complex 50ct (A)
1	Amino Complex 100ct (D)
2	L-Arginine 50ct (A)
3	L-Arginine 100ct (D)
4	L-Carnitine 30ct (A)
5	L-Carnitine 60ct (A)
6	L-Cysteine 100ct (D)
7	L-Cysteine 50ct (A)
9	L-Glutamine 100ct (D)
10	L-Lysine 50ct (D)
11	L-Lysine 100ct (D)
12	L-Tyrosine 50ct (A)
13	L-Tyrosine 100ct (D)
14	Taurine 60ct (A)
15	5-HTP 90ct (A)
31	Antioxidant Complex 120ct (D)
32	Alpha Lipoic Acid 60ct (D)
33	Alpha Lipoic Acid 120ct (D)
34	Co-Q10 100 mg 60ct (A)
35	Co-Q10 30 mg 30ct (A)
37	Co-Q10 30 mg 120ct (D)
38	Co-Q10 30 mg 240ct (F)
39	Co-Q10 60 mg 60ct (A)
40	Co-Q10 60 mg 120ct (D)
41	Co-Q10 60 mg 30ct (A)
42	Grapeseed Extract 60ct (A)
43	Grapeseed Extract 120ct (D)
46	Co-Q10 100mg
47	Lycopene
48	Resveratrol
61	Ultimate B-Complex 90ct (D)
62	Ultimate B-Complex 60ct (D)
63	B Complex 100ct (A)
64	Biotin 60ct (A)
65	Folic Acid 100ct (A)
66	Folic Acid 250ct (A)
68	Niacin 120ct (D)
70	Vitamin B-1 100ct (D)
71	Vitamin B-12 50ct (A)
72	Vitamin B-12 100ct (A)
74	Vitamin B-6 50ct (A)
91	Borage Oil 90ct (F)
92	DHA 60ct (A)
93	DHA 30ct (A)
94	EPO 240ct (F)
95	EPO 60ct (A)

ItemID	ItemDesc
96	EPO 120ct (D)
97	Fish Oil 50ct (D)
98	Fish Oil 100ct (D)
99	Flax Seed Oil 60ct (D)
100	Flax Seed Oil 120ct (F)
102	Mega Potency Fish Oil
103	Omega 3 6 9
121	Astragalus 60ct (D)
123	Bilberry 60ct (A)
124	Bilberry 90mg 120ct (D)
126	Black Cohosh 120ct (D)
127	Echinacea 60ct (A)
128	Echinacea/Goldenseal 60ct (A)
129	Echinacea/Goldenseal 120ct (D)
130	Echinacea Blend 100ct (D)
132	Odorless Garlic 500 MG 120ct
135	Ginger 120ct (D)
136	Ginkgo 240ct (F)
137	Ginkgo 120ct (D)
138	Ginkgo 60ct (A)
140	Goldenseal 120ct (D)
141	Hawthorn 120ct (D)
144	Milk Thistle 60ct (A)
145	Milk Thistle 120ct (D)
146	Nettles 60ct (D)
147	Panax Ginseng 120ct (D)
148	Panax Ginseng 60ct (A)
149	Saw Palmetto 60ct (A)
150	Saw Palmetto 120ct (D)
151	Saw Palmetto 240ct (D)
152	Soy & Red Clover 60ct (A)
154	Soy Isoflavone 60ct (D)
155	St John's Wort 240ct (F)
156	St John's Wort 60ct (A)
157	St John's Wort 120ct (D)
159	Valerian 120ct (D)
160	Kava Kava 60ct (A)
161	Maca
162	Pygeum
191	Chondroitin Sulfate 50ct (D)
192	Chondroitin Sulfate 100ct (D)
193	Dbi Glucosamine/Chondroitin 60ct (D)
194	Dbi Glucosamine/Chondroitin 120ct (F)
195	Dbi Glucosamine/Chondroitin 240ct (G)
196	Glucosamine/Chondroitin 100ct (D)
197	Glucosamine Sulfate 90ct (D)
199	Glucosamine/MSM 90ct (D)
200	Glucosamine/MSM 180ct (G)

ItemID	ItemDesc
201	Glucosamine/Chondroitin/MSM 60ct (D)
202	Glucosamine/Chondroitin/MSM 120ct (F)
203	Glucosamine/Chondroitin/MSM 240ct (G)
204	MSM 45ct (A)
206	MSM 180ct (F)
207	Hyaluronic Acid
227	MCHA 120ct (F)
228	MCHA 240ct (G)
229	Coral Calcium 90ct (D)
230	Coral Calcium Plus 120ct (D)
231	Cal-Mag 250ct (G)
233	Cal-Mag Citrate 90ct (D)
234	Cal-Mag Citrate 180ct (F)
235	Cal-Mag-Zinc 90ct (D)
236	Cal-Mag-Zinc 180ct (F)
237	Chromium Picolinate 100ct (D)
238	Chromium Picolinate 250ct (F)
239	Iodine from Kelp 250ct (F)
240	Iron 90ct (D)
241	Magnesium 60ct (A)
242	Multi Mineral 90ct (D)
243	Potassium 100ct (D)
245	Selenium 60ct (A)
246	Selenium 120ct (D)
247	Zinc 60ct (A)
248	Zinc 120ct (D)
264	Cranberry/Vitamin C Chewable
265	DHEA 50mg
266	DMAE 100mg
267	Melatonin 3mg
268	Oil of Oregano
269	Royal Jelly
270	Vinpocetine
271	Chitosan 90ct (D)
272	Chlorella 100ct (D)
273	Lecithin 60ct (D)
274	Lecithin 120ct (F)
275	Lutein 100ct (D)
276	Psyllium Husks 180ct (F)
277	Pyruvate 90ct (D)
279	Quercetin/Bromelain 100ct (D)
280	Spirulina 100ct (D)
281	Lutein + Eye Complex 60ct (D)
282	Hair Skin & Nails 60ct (A)
283	Hormone Balance 60ct (A)
284	Sleep Capsule 30ct
285	Dbl Strength Acidophilus/Probiotic
286	Prostate Health

ItemID	ItemDesc
287	Immune
288	Co-Q10 60mg w/Red Rice
289	Cholesterol/Heart Formula
371	Basic Multi 90ct (D)
372	Basic Multi 180ct (D)
374	Complete One Multi 60ct (D)
375	Complete One Multi 120ct (F)
377	Kid's Chewable Multi 45ct (D)
378	Kid's Chewable Multi 90ct (D)
379	FB Multi 30ct (D)
380	FB Multi 60ct (D)
381	FB Women's Multi 60ct (D)
382	FB Women's Multi 120ct (F)
383	FB Men's Multi 60ct (D)
384	FB Men's Multi 120ct (D)
385	Prenatal 90ct (F)
401	Beta Carotene 50ct (A)
402	Beta Carotene 100ct (D)
403	Vitamin A & D 100ct (A)
404	Vitamin A 100ct (A)
405	Vitamin D 100ct (A)
406	Vitamin E (dry) 400IU 50ct (D)
408	Vitamin E 1 000IU 30ct (A)
411	Vitamin E 200IU 60ct (A)
413	Vitamin E Mixed 400IU 60ct (A)
414	Vitamin E Mixed 400IU 120ct (D)
415	Vitamin E Mixed 400IU 240ct (F)
416	Vitamin K 100ct (A)
417	Vitamin D 1 000 IU
441	Chewable Vitamin C 100ct (G)
444	Sustained Vitamin C 100ct (D)
446	Vitamin C 1000mg 100ct (D)
447	Vitamin C/Rose Hips 100ct (F)
448	Vitamin C/Rose Hips 250ct (G)
449	Vitamin C 500mg 60ct (A)
481	Nuzyne 90ct (A)
482	Nuzyne 180ct (D)
483	P&I Blend 250ct (F)
490	Thermo X 60ct (C)
491	Carb Complex 60ct (A)
492	Fat Complex 120ct (D)
494	Starch Complex 60ct (A)
495	Glucomannan 60ct (C)
497	CLA 60ct (D)
550	Soy Protein Vanilla (H)
551	Soy Protein Chocolate (H)
552	Whey Protein Vanilla (H)
553	Whey Protein Chocolate (H)

ItemID	ItemDesc
901	Organic Grass Juice
906	Organic Psyllium
216133	Vanilla Whey 25.2oz
228004	Triple Ginseng 90 vcaps
228005	Complete 30 tabs
228007	Think Smart w/Ginkgo 120 caps
228010	Bilberry 60 mg 60 vcaps
228011	Bilberry 60 mg 120 vcaps
228024	Echinacea 250 mg 60 vcaps
228029	Ginkgo Biloba 27/7 120 vcaps
228030	Grapeseed Extract 100 mg 60 vcaps
228031	Grapeseed Extract 100 mg 120 vcaps
228037	Optiliver w/Milk Thistle 90 vcaps
228047	Saw Palmetto 160 mg 60 softgels
228048	Saw Palmetto 160 mg 120 softgels
228050	Selenium 100 mcg 120 TABS
228052	Soy Isoflavones 60 vcaps
228076	DHA 100 mg 60 softgels
228077	Organic Flax Seed Oil 60 Softgels
228078	Organic Flax Seed Oil 120 Softgels
228082	Caprilycare 90 vcaps
228086	St. John's Wort 60 vcaps
228087	St. John's Wort 120 vcaps
228092	Vitamin E 400 IU 60 softgels
228093	Vitamin E 400 IU 120 softgels
228097	Glucosamine Sulfate 500 mg 90 caps
228098	Glucosamine Sulfate 500 mg 180 caps
228102	Complete 60 tablets
228103	Complete 120 tablets
228105	Complete w/o Iron 60 tabs
228106	Complete w/o Iron 120 tabs
228129	Ginger 250 mg 120 vcaps
228131	Hawthorn 300 mg 120 vcaps
228137	Lecithin 120 softgels
228138	Fish Oil 50 softgels
228139	Fish Oil 100 softgels
228141	Milk Thistle 100 mg 60 vcaps
228142	Milk Thistle 100 mg 120 vcaps
228143	Niacin (no flush) 300 mg 60 vcaps
228144	Niacin (no flush) 300 mg 120 vcaps
228147	Potassium 99 mg 100 tablet
228148	Potassium 99 mg 250 tablets
228149	Vitamin C 500 mg w/Bio 60 vcaps
228150	Vitamin C 500 mg w/Bio 180 vcaps
228156	B Daily Essentials 30 vcaps
228157	B Daily Essentials 60 vcaps
228158	B Daily Essentials 90 vcaps
228159	B Daily Essentials 180 vcaps

ItemID	ItemDesc
228164	Zinc 15 mg vcaps
228165	Zinc 15 mg 120 vcaps
228168	Iron 18 mg 100 vcaps
228169	Chromium Picolinate 200 mcg 100 vcaps
228170	Chromium Picolinate 200 mcg 250 vcaps
228171	Folic Acid 800 mcg 100 tabs
228172	Folic Acid 800 mcg 250 tabs
228174	Aminoessentials 100 caps
228177	L-Glutamine 500 mg 100 vcaps
228178	Borage Oil 1000 mg 90 softgels
228181	Pycnogenol 50 mg 30 vcaps
228182	Pycnogenol 50 mg 60 vcaps
228184	Beta Carotene 25 000 IU 100 caps
228186	Vitamin E (Dry) 400 IU 50 vcaps
228187	Vitamin E (Dry) 400 IU 100 vcaps
228191	Stress B Complex 30 vcaps
228192	Stress B Complex 60 vcaps
228193	Stress B Complex 90 vcaps
228196	Iodine from Kelp 225 mcg 250 tabs
228197	Biotin 500 mcg 60 vcaps
228198	Taurine 500 mg 60 vcaps
228205	Vitamin C Powder 8 oz
228208	Lutein 100 vcaps
228209	Vitamin A & D 100 softgels
228210	Vitamin A 10 000 IU 100 softgels
228214	Vitamin E 200 IU 120 softgels
228222	Niacin 300 mg 100 tabs
228223	Vitamin C 1000 mg 50 tabs
228225	Vitamin C 1000 mg 100 tabs
228229	Cal-Mag Citrate 90 tabs
228230	Cal-Mag Citrate 180 tabs
228231	Magnesium 200 mg 60 tabs
228233	Vitamin B-12 500 mcg 50 tabs
228234	Vitamin B-12 500 mcg 100 tabs
228246	Vitamin B6 50 mg 50 tabs
228248	Vitamin E 1000 IU 60 softgels
228251	Ginkgo 24/6 60 mg 120 vcaps
228252	Ginkgo 24/6 60 mg 60 vcaps
228253	Vitamin C 1000 mg w/rose hips 100 tabs
228254	Cal-Mag-Zinc 90 tabs
228255	Cal-Mag-Zinc 180 tabs
228256	Cal-Mag 100 vcaps
228257	Cal-Mag 250 vcaps
228258	Vitamin C 1000 mg w/rosehips 250 tabs
228259	Glucosamine & Chondroitin 100 tabs
228260	Hi Potency B-Complex 90 tabs
228261	Hi Potency B-Complex 60 tabs
228262	Fiberguard Daily 16 oz

ItemID	ItemDesc
228264	Astragalus 500 mg 60 vcaps
228267	L-Tyrosine 500 mg 100 caps
228269	L-Arginine 500 mg 100 vcaps
228270	L-Lysine 500 mg 50 vcaps
228271	L-Lysine 500 mg 100 vcaps
228272	L-Carnitine 250 mg 30 vcaps
228273	L-Carnitine 250 mg 60 vcaps
228274	Valerian 250 mg 60 vcaps
228276	Valerian 250 mg 120 vcaps
228279	Astragalus 500 mg 120 vcaps
228283	Hair Skin & Nails 90 vcaps
228286	Nettles 400 mg 60 vcaps
228291	Quercetin w/Bromelain 50 vcaps
228292	Quercetin w/Bromelain 100 vcaps
228299	Flax Seed Oil Organic 8 oz
228300	Flax Seed Oil Organic 16 oz
228304	Psyllium Husks 180 vcaps
228305	Glucosamine w/MSM 90 caps
228308	Vitamin B-1 100 mg 100 tabs
228309	Glucosamine w/MSM 180 caps
228310	Vitamin B-2 100 mg 100 vcaps
228314	Vitamin D 400 IU 100 softgels
228316	Spirulina 500 mg 100 tabs
228319	Chlorella 500 mg 100 tabs
228320	Wholezyme 90 vcaps
228321	Wholezyme 180 vcaps
228325	Lecithin Granules 16 oz.
228326	Organic Flax Seed Oil 240 Softgels
228328	Ginkgo 24/6 60 mg 240 vcaps
228329	St. John's Wort 240 vcaps
228330	Saw Palmetto Softgels 240 ct
228331	Complete 240 tabs
228333	Acerola Chewable C 90 tabs
228335	Echinacea & Goldenseal 60 vcaps
228336	Echinacea & Goldenseal 120 vcaps
228337	Vitamin K 100 mcg 100 tabs
228338	Vitamin E (Mixed) 400 IU 30 softgels
228339	Vitamin E (Mixed) 400 IU 60 softgel
228340	Vitamin E (Mixed) 400 IU 120
228341	Vitamin E (Mixed) 400 IU 240 softge
228343	Vitamin E 400 IU 240 softgels
228346	Papaya Enzyme Chewable 500 tabs
228347	Nutritional Yeast 454 gr
228348	Vitamin C 1000 mg (SR) 100 tabs
228351	Alpha Lipoic Acid 60 tabs
228352	Alpha Lipoic Acid 120 tabs
228353	Women's Food Based Multi 60 tab
228354	Women's Food Based Multi 120 tab

ItemID	ItemDesc
228355	Women's Daily Food Based 240 Tabs
228356	Food Based One-A-Day 30
228357	Food Based One 60
228358	Food Based One 90
228359	Food Based One 180
228360	Prenatal Essentials 90
228361	Prenatal Essentials 180 ct
228362	Black Cohosh 60 vcaps
228363	Black Cohosh 120 vcaps
228365	Glucosamine Chondroitin MSM Complex
228366	Glucosamine Chondroitin MSM Complex
228367	Glucosamine Chondroitin MSM Complex
228368	Organic Evening Primrose Oil 500 mg
228369	Organic Evening Primrose Oil 500 mg 120
228370	Organic Evening Primrose Oil 500 mg 240
228377	High Lignan Flax Seed Oil Organic 16 oz
228378	High Lignan Flax Seed Oil Organic 8 oz
228397	Complete 120 caps
228398	Complete 240 caps
228404	Dong Quai 400 mg 60 vcaps
228408	Vitamin C 1000 mg w/bios (SR) 100 tabs
228409	Vitamin C 1000 mg w/bios (SR) 250 tabs
228410	Daily with Iron 30 ct
228411	Daily with Iron 60 ct
228412	Daily with Iron 90 ct
228413	Daily with Iron 180 ct
228414	Daily without Iron
228415	Daily without Iron
228417	Hi Potency Multi 60 ct
228418	Hi Potency Multi 90 ct
228419	Hi Potency Multi 180 ct
228420	Borage Oil 1000 mg 180 softgels
228421	Greens Powder 10 servings
228422	Greens Powder 30 servings
228423	Carnitine 500 mg
228424	Acetyl-L Carnitine 500 mg
228425	Soy Protein Chocolate 17.9oz
228426	Vanilla Soy Protein Powder 16 oz
228427	Vanilla Soy Protein Powder 32oz
228428	Carnitine 500 mg
228432	MSM 1000 mg tabs
228433	MSM 1000 mg tabs
228434	Soy Spirulina Chocolate 17.4oz
228435	Soy Spirulina Vanilla 15.8oz
228436	Soy Spirulina Vanilla 31.6oz
228437	Bone Complex 120 caps
228438	Vanilla Soy Packet--single serving
228439	Chocolate Soy Packet--single serving

ItemID	ItemDesc
228440	Chocolate Soy 35.8oz
228443	Spirulina--500 mg--250 tab
228446	Red Yeast Rice--600mg--60 vcaps
228447	Red Yeast Rice--600mg--120 vcaps
228448	Red Yeast Rice CoQ10 Combo--90 vcaps
228449	Vitamin D 1000iu--100 sg
228450	Organic Klamath Blue Green Algae-500mg--
240204	B Complex 100 tabs
240205	Folic Acid 250 tabs
240206	Vitamin C 500 mg 250 tabs
240207	Adult Multi 90 tabs
240208	Chewable C 500 mg 100 tabs
240213	Kid's Multi 120 tabs
240214	Evening Primrose Oil 180
240217	Cal-Mag 250 tabs
240219	Zinc Lozenge 90 tabs
240221	Vitamin E 400 IU 90 softgels
240644	Evening Primrose Oil 90 softgels
240645	Adult Multi 180 tabs
240646	Glucosamine Sulfate 180 tabs
240647	Vitamin E 400 IU 180 softgels
240712	Flax Seed Oil 1000 mg
240713	Flax Seed Oil 1000 mg
240739	Vitamin C 1000 mg 250 tabs
240740	Adult Multi (iron free) 90 tabs
240741	Adult Multi (iron free) 180 tabs
240818	ES Glucosamine & Chondroitin 240
240820	Adult Multi 360 tabs (Case of 12)
240824	Whey Protein Vanilla 12.6oz
240825	Whey Protein Chocolate 15.5oz
241026	Cal Mag Tablets 450 ct (Case of 12)
241028	Vitamin E 400 IU Softgels 360 ct
241030	Fish Oil Softgels 250 ct (Case of 12)
241215	Psyllium Powder - 12 oz
241216	Simple Digestive Formula
241217	Alpha Lipoic Acid 100 mg
241218	Dbi Strength Acidophilus/Probiotic
241225	Ginkgo Biloba 60 mg tabs
241226	Echinacea 100/300 100 tabs
241227	St. John's Wort 300 mg 100 tabs
241276	Vitamin MSM 500 mg 120 tabs
241277	Vitamin MSM 500 mg 240 tabs
241288	Garlic Oil (odorless) 500 mg 120
241457	Sam-e--200 mg--30 tabs
241458	Sam-e--200 mg--60 tabs
241676	SAMe--400mg--30ct
241677	SAMe--400mg-60ct
241828	Red Yeast Rice--1200mg--60 tabs

ItemID	ItemDesc
241845	DbI Strength Acidophilus/Probiotic
241846	Adult Mature Multi One-A-Day--90ct
241847	Adult Mature Multi One-A-Day--180ct
241848	Adult Mature Multi One-A-Day--360ct
241849	Men's Adult Multi One-A-Day--60ct
241850	Men's Adult Multi One-A-Day--90ct
241851	Men's Adult Multi One-A-Day--180ct
241852	Women's Adult Multi One-a-Day--60ct
241853	Women's Adult Multi One-a-Day--90ct
241854	Women's Adult Multi One-a-Day--180ct
242081	Prenatal One-a-Day--60ct tabs
242082	Prenatal One-a-Day--90ct tabs
242083	Prenatal One-a-Day--180ct tabs
242255	2X Glucosamine Chondroitin Tabs
242256	2X Glucosamine Chondroitin Tabs
242257	2X Glucosamine Chondroitin MSM
242258	2X Glucosamine Chondroitin MSM
242260	2X Glucosamine Chondroitin Caps
242261	2X Glucosamine Chondroitin Caps
242262	2X Glucosamine Chondroitin Caps
242263	2X Glucosamine Chondroitin Caps
242264	Lycopene 10mg (lycomato)
242265	Lycopene 10mg (lycomato)
242266	Lycopene 20mg (lycomato)
242267	Cod Liver Oil
242268	Cod Liver Oil
242270	Blair's Liver Renewal--90 tabs
242271	Omega 3-6-9 Complex
242271	Omega 3-6-9 Complex
242272	Omega 3 Fish Oil Lemon Flavor
242273	Omega 3 Fish Oil Lemon Flavor
242274	Omega 3 Fish Oil Lemon Flavor
242329	2X Glucosamine Chondroitin MSM
242428	Vitamin C 10ct tab (Case of 45)
242429	B Complex 10ct tab (Case of 45)
242430	Flax Seed Oil 10ct SG (Case of 45)
242431	Kid's Multi 10ct Chew (Case of 45)
242432	Cal-Mag 10ct tab (Case of 45)
242433	Adult Multi 10ct tabs (Case of 45)
242434	Fish Oil 10ct SG (Case of 45)
242435	Vitamin E 400 10ct SG (Case of 45)
242480	Food Based One 10ct tab (Case of 48)
242481	Wholezyme 10ct cap (Case of 48)
242629	Vanilla Soy packet (24 pack/case)
242632	Be Well 90 tabs
242633	Be Well 120 tabs
242634	Be Well 180 tabs
242721	Choc Soy packet (24 pack/case)
242727	Essentials for Kids 45 tab

ItemID	ItemDesc
242728	Essentials for Kids 90 tab
242729	Kids Essentials Vitamin C 90 tabs
242730	Kids Essentials Vitamin C 180 tabs
242735	Daily Multi Pack 24ct shipper
242737	Daily Multi Pack 30ct (Case of 6)
242738	Quick Dissolve Soy Protein
242909	Organic Psyllium (Case of 12)
242910	Psyllium - Berry (Case of 16)
242911	Psyllium - Orange (Case of 16)
242912	Psyllium - Lemon (Case of 16)
B1118	Lil Wizards Multi Plus Chew 9124119255
B1133	Opt3 Red Yeast Rice #9124119275
B1174	Rhodiola 250mg Extract Item: RHODIOLA
B1175	Act Iron A2 Item: ACT-IRON-A2
B1216	Gold Form Tabs Item: US-RDA
B1221	Megavitamin w/Min Item: MEGAVITE
B1222	EZ Bio 111 Advance Sentra PM
B1223	EZ BIO 212 Advance Sentra AM
B1237	B-Chain Amino Acid Item: AMINO-BC
B1264	VitalErotic 2
B1286	B-Complex
B1287	C-Complex
B1288	Vitamin D & K
B1289	Mineral Complex
B1290	Amino Acid & Enzymes
B1291	Herbal Complex
B131	Herbal Tablet Screamin Energy SET102
B1318	Litozin 750 mg Caps Item: LITIZIN
B1319	B-12 1000mcg
B1320	Bee Pollen
B1321	Phyto Greens
B1324	Immunolin 500mg - Item: IMM-LINE
B1330	Life Essential Combined
B1331	Liver Capsule Bulk Item: LIVER
B1335	Everyday Capsules Item: EVERYDAY3
B1336	Muira Puama 500mg Item: MUIRA-PUAMA
B1360	Tart Cherry Item: CHERRY TART
B1365	Yerba Mate 500mg Item: YERBA-MATE
B1366	Artichoke 250mg Item: ARTICHOKE
B1367	Fiber Conc CP #9124111540
B1369	UltPlus SrCap 9124115235
B1377	Stand Milkthis 9124116655
B1378	Bacopa Monnieri Caps Item: BACOPA
B1379	Vital Male Max 9124117805
B1380	UP Alpha Lipoic Acid #9124119530
B1392	Mastic Gum 500mg - Item: MASTIC-GUM
B1434	Diabetic Multi SR #9124119605
B1435	Diabetic Circulation #9124119615

ItemID	ItemDesc
B1436	Diabetic Blood Sugar #9124119620
B1439	Ultimate Plus for Athletes SR 9124119640
B1443	OPT 3 Memory Focus 9124119655
B1444	OPT 3 Ultimate Cardio 9124119660
B1451	MusclEase (11-28345)
B1452	Active 1 wo/Ir Minis ITEM: ACT-MINI
B1462	Thermo T #T4541-B
B1479	Herbal Cleanse #0001-B1
B1481	PollenAid #B2000-00
B1482	Pyruvate Item: PYRUV650
B1487	DHEA 25mg #11-28205
B1492	ArthroChron AM
B1493	ArthroChron PM
B1499	Iron Free MultiLogics #11-28038
B1510	Metabolic Enhancer Rev007 #0002-B
B1513	Thyroid Support #11-28394
B1514	Joint Companion #11-28183
B1515	EstraAttune #11-28178
B1518	63 Tablets w/o "Logo" #B3000-01
B1523	Diabest2 #11-28429
B1525	MalicAcid #11-55141
B1526	OsteoLogic #11-55023
B1533	CalSorb #11-28001
B1534	OsteoLogic Pro #11-28100
B1538	Multilogics for Men #11-28382
B1542	PTE Support #11-55080
B1546	Zinc Plex #11-55083
B1549	OPT3 Red Yeast Rice Sup 9124119290
B1557	Lignisul MSM 900mg
B1558	Ultplus SRT Tab 9124115675
B1569	MultiLogics #11-28067
B1572	EZ Bio 414 Item #68405-5014-00
B1584	Wild Yam/Dong Quai #11-28427
B1585	BioFlora (124514) #11-28042
B1595	BioTherm Rev002
B1603	Coenzyme Q10 100mg (902928) #11-28116
B1616	OPT 3 Ocular w/o Beta 9124110025
B1620	Multilogics for Women #11-55037
B1621	St. John's Wort
B1637	OPT C 600mg 9124110175
B1640	Resphora #11-28131
B1652	Herbatonin 30mg
B1671	Food Supplement
B1688	UP Biotin 6000 MCG 9124110270
B1689	UP Calcium Magnesium Plus 9124110250
B1690	Milk Thistle
B1691	Green Tea Leaf
B1692	Ginkgo Leaf

ItemID	ItemDesc
B1693	Echinacea/Goldenseal
B1702	Bilberry
B1703	Olive Leaf
B1704	Ginger
B1705	Black Cohosh
B1706	Cranberry
B1707	St. John's Wort
B1708	Turmeric
B1709	Nettle Leaf
B1710	NGJ Tablet #B3000-05
B1727	SP with AvoVida
B1731	Rapid Melt C+E #501053
B1732	Tabs/Healthy Z-ssent Lemon Bulk #501055
B1733	Tabs/Healthy Z-ssent Orange Bulk #501054
B1737	EZ Bio 202 Classic Sentra AM
B1756	Astragalus
B1764	Phosphatidyl Serine Item: PHOSPHAT300
B1773	Cascara Sagrada
B1774	63 UC Tablets #B3000-06
B1779	Berry VH Effervescent Powder
B1780	Garlic
B1788	Hawthorne Berry
B1791	Valerian
B1792	Cinnamon Bark
B1794	American Ginseng
B1795	Hoodia
B295	Opti-MSM 1000mg
B317	Yohimbe 750mg Item: YOHIM750
B332	Yohimbe 500 mg cap. Item: YOHIM500
B385	Hair & Nail #9124117590
B437	Vitamin E Dry 400 Item: EDRY400-2
B474	Premier Ocular Nut Caps 9124115320
B541	Vit. B-125 Caps #9124111940
B605	Ginkgo TR 120mg Item: GINKGO-TRC
B610	Pollitromb #B10000-00
B626	Mega C Bio SRT 9124111 0
B634	Complt Spctrm Plnt-Bsd Enzyme 9124118510
B662	Ipriflavone 500mg Item: IPRIFLAV500
B719	L-Carnitine 500mg 9124113765
B736	OPT3 Melatonin Plus Sleep 9124118740
B768	Herbal Capsule Solid Energy SE111
B830	Vit B-125 Tablet Bulk 9124111520
B831	Klamath Blu/Grn Tabs Item: BLUEGRAL
B834	Opt 3 Hearing Nutrition 9124119120
B837	Vitamin/Mineral Powder Blend
B839	Anti Stress Powder Blend
B840	Protein Boost Blend Powder
B841	Energy Boost Blend Powder

ItemID	ItemDesc
B936	Polliqueen #B4000-00
B946	Citrisate #4511-B1
B959	Thyro Guard Item: THYRO-GRD
B984	Green Tea Extract 9124119095
B998	Bilberry Ext 60mg Item: Bilberry-V
F043	Flex-Rite #1520MP
F096-90	Opti-Hair
F096-90I	Opti-Hair (Indonesian Label)
F097	Everec
F097-60	Everec (Indonesian Label)
F097I	Everec (Indonesian Label)
F098	Trimee I
F099	Trimee II (Indonesian Label)
F099M	Trimee II Malaysian Label (Hologram)
F1005-P	Prostate Support #W6302
F1007	Phaso Trim #236
F1010	Colon Toddy
F1035	Foundation Formula #3116
F1080	Colon Cleanse
F1086	OPC Grape Seed 1015MP
F1087	TheraLith XR
F1087-12	TheraLith XR 12ct
F1088	Fertility for Men
F1088-12	Fertility for Men
F1088-120	Conception XR
F1092	Cal/Mag #359
F1105	Biotol
F1106	Veg JuicePower #1330MP
F1107	Fruit JuicePower #1310MP
F1112	Optimal Complete Nutrition #R Comp Nutr
F1125	Thermo Green & White
F1132	Laux Liver Support (Phase Clear)
F1169	Internal Support
F1203-3	ConceptionXR Sample Pack
F1203-30	ConceptionXR 30 Day Pack
F1208	Clear Mood #W4512
F1224	Attentia
F1256	Ocubright
F1300	Pro-Mitokon A
F1304	Supitrol
F1310	Fibo-Trim #T3191
F1313	Oregamax #002
F1326	Fucus Plus
F1337-5	Prostate SR
F1337-60	Prostate SR
F1347B-8	MacaLife 8ct box
F1347BM-NZ	MacaPause 8ct box NZ
F1347B-NZ	MacaLife 8ct box NZ

ItemID	ItemDesc
F1351	Pulmona #68405-1005-03
F1357	Biosoothe Item #BS.0003
F1357-60	Biosoothe Item #BS.0002
F1358	Nature's Fuel
F1370-120	TheraCran
F1370-6	TheraCran
F1381	Bladder 2.1
F1381-6	Bladder 2.1
F1395	Active I
F1396	Active H
F1397	Active 30 Plus 1
F1399	SuperFlex-3
F1399-75	Superflex
F1399S	SF-3
F1400	SynoPlus
F1401	Hoodia Lean
F1402	5-HTP
F1409	7-Keto 25mg
F1410	7-Keto 50mg
F1411-300	TherOmega
F1411-360	TherOmega
F1411-5	TherOmega
F1411-60	TherOmega
F1414	Melatonin 1mg
F1414-60	Melatonin 1mg
F1415	Melatonin 3mg
F1415-60	Melatonin 3mg
F1416	DHEA 25mg
F1416-60	DHEA 25mg
F1417	DHEA 50mg
F1417-60	DHEA 50mg
F1421	Tribulus
F1426	Active K
F1427	Active D
F1428	Maca
F1430	Testrogain
F1432	Hearing Pill
F1440	Melatonin 3mg SSR
F1446-120	Fiber System Plus #3117
F1448	RevitalEyes
F1453	Arthrolactin
F1459	Celexil
F1460	Energy Formula
F1463-60	Gluco-Balance
F1464	Quintessence 6ct Box
F1464Z	Quintessence NZ 6ct
F1465	Maca Go 750mg 8ct (Revolution)
F1465NZ	Revolution/Macalibrium 8ct NZ

ItemID	ItemDesc
F1466	Herbatonin 4ct boxes
F1474	CysReplete #CR-180
F1474-90	CysReplete #CR-90
F1477	Diafiber
F1484	Radiance
F1485	Kava Kava
F1486	Hoodia Gordonii
F1488	IntraXcell Domestic
F1489	SteelEdge
F1496	FertilAid for Men
F1500	Resveratrol
F1501	Pregnenolone
F1502	Rhodiola
F1503	Yohimbe
F1504	D5 #D5-240
F1504-56	D5 #D5-56
F1505	NeuroReplete
F1505-56	Neuroreplete #NR-56
F1506	All Day Energy Greens
F1507	Oxo Trim
F1519	Glycoscia
F1522	IntraXcell Australian
F1529	Kid's Nutritional Force Essential Chew
F1535	Natto BP Plus
F1536	Natto Clear
F1539	FlexaSil
F154	Melatonin Delayed Release(English Label)
F1547-60	Theramine
F1547-90	Theramine
F1548	GABAdone
F155	DT + Gluc Sulfate
F155-90	DT + Gluc Sulf (Indonesian Label)
F1551	DT + Glucosamine Indonesian Label
F1560	Sentra AM Classic
F1561	AptrimD
F1562	Hypertensa
F1562-60	Hypertensa
F1563	Sentra PM
F1565	Peaceful Sleep
F1567	Nature's Fuel
F1568	Aptrim II
F1577	Clear Mood #W4512
F1578	Lister V (PTL)
F1579	Trepadone #68405-1016-03
F1581	CardioPlex #W6501
F1587	Sweet & Natural
F1590	LaSenti CF 65mg
F1593	AminoForce

ItemID	ItemDesc
F1600	DiaOptimun XP
F1602	Vital Chi
F1604	Hoodia
F1606	PreDEX
F1608	Leanology #P0610
F1609	Acai 1000mg
F1614	Homeopathic Supplement 60ct
F1615	Pain & Brain
F1617	Garden
F1618	Orchard
F1619	Vitamin C Chewable
F1622	Go Ruby Go
F1623	Advantrim
F1624	Green Tea 250mg
F1625	Optima 4 Powder
F1626	Aveta FA
F1626-10	Aveta FA
F1627	Urinary Support
F1629	Hyaluronic Acid
F1630	Vitamin C Cranberry Chewable
F1631	TummySoothe
F1634	Mira-1 Eye & Body
F1635	Seraprine
F1636	9.4oz Berry Greens #BER94
F1639	Longevity Warrior
F1643	Bone Builder #P0600
F1644	Bee Pollen
F1645	Papaya Chewable
F1647	Men's Mega Multi
F1648	Women's Mega Multi
F1649	Oral Health Complex (Citrus) #324
F1650	Boswellia 250mg
F1651	Diafiber Powder - Orange Flavored
F1653	AHCC 1000mg
F1654	Pycnogenol 50mg
F1655	Policosanol 10mg
F1656	Superflex-3 Effervescent 75ct
F1657	Priori (Radiance Enhanced)
F1658P	Fitness Sports Pwd Drink (Pomegranite)
F1659	Breathe Easy #P0262
F1660	GlucoBalance #P0342
F1661	Revive & Thrive
F1662	Quick Relief Capsules #P0350
F1663	Ultra Power Purify
F1664	Una De Gato #1050MP
F1665	Fish Oil #NC 8
F1666	IntraXcell Domestic Placebo
F1667	Glucomannon

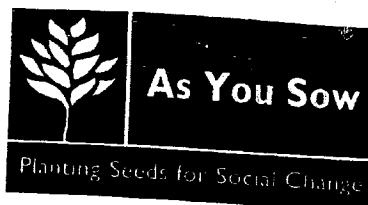
ItemID	ItemDesc
F1669	Aceptor #68405-1018-01
F1670	Prosteon
F1670-4	Prosteon 4ct Packets
F1678	Vision Clear A (Macular)
F1679	Vision Clear B (Ocular)
F1680-150	ProstaEz
F1681	IdealCleanse (Cleansing)
F1682	IdealCleanse (Replenishing)
F1683	Reconnect (Hearing)
F1684	Second Wind (Lung)
F1685	Shan Star Cranberry w/Vit C
F1686	Nerve Health #P0362
F1687	Vibrant Amino Action
F1694	OmegaPrime #P0520
F1695	Cranberry Chewable
F1700	LegSaver (Vein)
F1711	Fitness Sports Powder Drink (Lemon)
F1712P	Fitness Sports Pwd Drink (Mangosteen)
F1713	Lipo Fat Fighter
F1714	Vialafil
F1715	Fish Oil
F1716	Prostate SR
F1716-10	Prostate SR
F1719	Noxadrene
F1720	Bone Builder - Canadian #P0602
F1721	Kid's Chocolate Soy & Spirulina Powder
F1722	Menopause Formula
F1723	RepleteExtra #RE-120
F1724	Leanology Canadian #P0614
F1725-6C	ConceptionXR-IVF
F1725-6F	Fertility for Men-IVF
F1725-C	ConceptionXR-IVF
F1725-F	Fertility for Men-IVF
F1726	Isotropin HGH-R Effervescent
F1726	Isotropin HGH-R Effervescent
F1728	D5 Mucuna
F1729	True Balance
F1730	Melatonin 5mg
F1735	Collagen 750mg
F1736	Isotropin
F1738	St. John's Wort
F1739	L-Carnitine
F1740	Ginkgo Biloba
F1741	Fish Oil
F1742	Co-Q10 100mg
F1743	CLA
F1744	TyrosineReplete #TR-180
F1745	D5 Extra #D5E-120

ItemID	ItemDesc
F1747	DMAE 100mg
F1748-30	HMR Lignan
F1749	Creadrene
F1750-120	5-HTP #5HTP-120
F1750-60	5-HTP #5HTP-60
F1755	Leanology #P0612
F1757	Xanthadrene
F1758	Cod Liver Oil
F1760	Trepadone #68405-1016-03
F1761	Vitager
F1762	Kid's Zinc
F1763	Children's Beta Glucan Lemon Chewable
F1765-B	Vineyard Blend JP #2304
F1766	Diabetic Body Preserve
F1767	Macular Body Preserve
F1768	Vision & Body Preserve
F1770	Mega Potency Fish Oil
F1771	Biovita #6003
F1772	Arterial/Omega 3-6-9
F1777	Maca Organic
F1781	Hair Formula H-44
F1782	CoQ10
F1783	Glucosamine 500mg
F1784-120	Iodine Supplement Tablets
F1784-60	Iodine Supplement Tablets
F1785	Night Sweats Gone
F1789	PreSurge USA
F1789-Packet	PreSurge USA 6ct Packet
F1790	PreSurge International
F1793	DHEA 100mg
F1807	Prostate Placebo
F295	Lignisul MSM 1000mg
F305	Cholest-Care #1740MP
F333-30	DT + Saw Palmetto (Indonesian Labels)
F333-90	DT + Saw Palmetto (Indonesian Label)
F396	Energy Formula
F458	Catalase Enzyme #00540204
F458-10	Oxygen Peel #10540203
F481	OmniTrimChito #230
F488	Phytonutrients # 1
F551	OmniShield #407
F552	Extra Enhancer #376
F599	Remind #389
F653	Prostate 2.2 Full Size
F653-10	Prostate 2.2
F664	Lecithin Granules 9124132540
F669	Heart Smart #225
F689	Ultra ATP #PH35

ItemID	ItemDesc
F694	Colon Pure 12oz 9124133055
F694-20	Colon Pure 20oz 9124140115
F708	Fiber Concentrate 16 oz 9124132040
F762	DT + Enzymeminerals
F762-90	DT + Enzymeminerals (Indonesian Label)
F775	Joint Comfort
F801	Charge #421
F886	LarreaRX #VI-3012
F886-B	LarreaRX - Biogenesis label
F911-120	Greens #G120
F911-240	Greens #G240
F917	Neutra-Tabs
F926	Chewable G-Tek
F945-N	Nighttime Recovery #P3201
F963-16	Green's Powder #G47
F964-32	Green's Powder #G93
F964-64	Greens #G186
F964-U	Greens 32oz Unlabeled Container #PRV93
F997	Horny Goat Weed #213
F999-M	Muscle Strength #P3221
OTC03-F	Laxative Powder Reg 14oz
POWERPAK-30	PowerPak 30ct
POWERPAK-60	PowerPak
ZF1432	Hearing Formula 95ct

EXHIBIT B

June 17, 2008



311 California Street, Suite 510
San Francisco, CA 94104
T 415.391.3212
F 415.391.3245
www.asyousow.org

**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 **ARIZONA NUTRITIONAL SUPPLEMENTS, INC.** ("Arizona").

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 Arizona. 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." Arizona has manufactured, produced and/or sold one or more of the products that are the subject of this notice, including but not limited to the following:



<u>Product</u>	<u>Chemical</u>
Swanson Health Products Liver Essentials	lead and lead compounds
Swanson Health Products Uva Ursi	lead and lead compounds
Swanson Health Products Cat's Claw	lead and lead compounds
Swanson Health Products Green Tea	lead and lead compounds
Swanson Health Products Valerian Root	lead and lead compounds
Swanson Health Products Cordyceps Sinensis	lead and lead compounds
Swanson Health Products Green, White & Black Tea	lead and lead compounds
Swanson Health Products Rhodiola, Holy Basil, Valerian Stress Complex	lead and lead compounds
Swanson Health Products Rhodiola Rosea Root	lead and lead compounds
Swanson Health Products Rhodiola Ashwaganda Ginseng Complex	lead and lead compounds
Swanson Health Products Turmeric	lead and lead compounds
Swanson Health Products Ashwaganda	lead and lead compounds
Swanson Health Products Triphala	lead and lead compounds
Swanson Health Products Graviola	lead and lead compounds
Swanson Health Products Women's Prime Multi	lead and lead compounds
Swanson Health Products Men's Prime Multi	lead and lead compounds
Swanson Health Products Amorin	lead and lead compounds
Swanson Health Products Gotu Kola	lead and lead compounds
Swanson Health Products Respiratory Essentials	lead and lead compounds
Swanson Health Products Grapeseed, Green Tea & Pine Bark Complex	lead and lead compounds
Swanson Health Products Cinnamon Gymnema Mulberry Complex	lead and lead compounds
Swanson Health Products Boswellia	lead and lead compounds
Swanson Health Products St. John's Wort	lead and lead compounds
Swanson Health Products Black Cohosh	lead and lead compounds
Swanson Health Products Burdock Root	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.

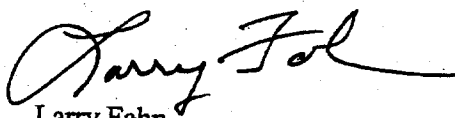
Duration of violations. Each of these ongoing violations has occurred on every day for at least June 17, 2007, as well as every day since the products were introduced in the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users 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
319 Pleasant Street
Petaluma, CA 94952
Tel: 707-763-7227 Fax: 707-763-9227

Very truly yours,



Larry Fahm
Executive Director

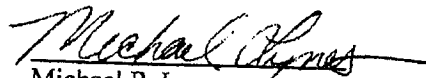
Enclosure

CERTIFICATE OF MERIT
**(for As You Sow's Notice of Proposition 65 Violation on
ARIZONA NUTRITIONAL SUPPLEMENTS, INC.)**

I, Michael P. Lynes, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged that **ARIZONA NUTRITIONAL SUPPLEMENTS, INC.** 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: June 17, 2008


Michael P. Lynes

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, CA 94104.

On June 17, 2008, 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:

Jonathan P. Pinkus, President
Arizona Nutritional Supplements, Inc.
210 S. Beck Avenue
Chandler, AZ 85226

On June 17, 2008, 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:

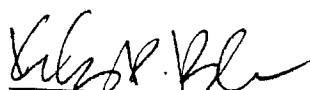
Attn: Ed Weil, Deputy Attorney General
California Department of Justice
P.O. Box 70550
Oakland, CA 94612-0550

On June 17, 2008, 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 June 17, 2008, at San Francisco, California.



Karalyn P. Buchner

PUBLIC ENFORCEMENT AGENCY SERVICE LIST

THE HONORABLE THOMAS J ORLOFF ALAMEDA COUNTY DISTRICT ATTORNEY 1225 FALLON ST RM 900 OAKLAND CA 94612	THE HONORABLE GILBERT OTERO IMPERIAL COUNTY DISTRICT ATTORNEY 940 W MAIN ST EL CENTRO CA 92243	THE HONORABLE GARY WOOLVERTON MODOC COUNTY DISTRICT ATTORNEY 204 S COURT ST RM 202 ALTURAS CA 96101-4020
THE HONORABLE WILLIAM RICHMOND ALPINE COUNTY DISTRICT ATTORNEY PO BOX 248 MARKLEEVILLE CA 96120	THE HONORABLE ARTHUR MAILLET INYO COUNTY DISTRICT ATTORNEY PO BOX D INDEPENDENCE CA 93526	THE HONORABLE GEORGE BOOTH MONO COUNTY DISTRICT ATTORNEY PO BOX 617 BRIDGEPORT CA 93517
THE HONORABLE TODD D RIEBE AMADOR COUNTY DISTRICT ATTORNEY 708 COURT ST STE 202 JACKSON CA 95642	THE HONORABLE EDWARD R JAGELS KERN COUNTY DISTRICT ATTORNEY 1215 TRUXTUN AVE BAKERSFIELD CA 93301	THE HONORABLE DEAN FLIPPO MONTEREY COUNTY DISTRICT ATTORNEY PO BOX 1131 SALINAS CA 93902
THE HONORABLE MICHAEL RAMSEY BUTTE COUNTY DISTRICT ATTORNEY 25 COUNTY CTR DR OROVILLE CA 95965	THE HONORABLE RON CALHOUN KINGS COUNTY DISTRICT ATTORNEY 1400 W LACEY BLVD HANFORD CA 93230	THE HONORABLE GARY LIEBERSTEIN NAPA COUNTY DISTRICT ATTORNEY 931 PARKWAY MALL NAPA CA 94559
THE HONORABLE JEFFREY TUTTLE CALAVERAS COUNTY DISTRICT ATTORNEY 891 MTN RANCH RD SAN ANDREAS CA 95249	THE HONORABLE JON HOPKINS LAKE COUNTY DISTRICT ATTORNEY 255 N FORBES ST LAKEPORT CA 95453	THE HONORABLE CLIFFORD NEWELL NEVADA COUNTY DISTRICT ATTORNEY 201 CHURCH ST STE 8 NEVADA CITY CA 95959
THE HONORABLE JOHN POYNER COLUSA COUNTY DISTRICT ATTORNEY 547 MARKET ST STE 102 COLUSA CA 95932	THE HONORABLE ROBERT BURNS LASSEN COUNTY DISTRICT ATTORNEY 220 S LASSEN ST STE 8 SUSANVILLE CA 96130	THE HONORABLE TONY RACKAUCKAS ORANGE COUNTY DISTRICT ATTORNEY 401 CIVIC CTR DR WEST SANTA ANA CA 92701
THE HONORABLE ROBERT KOCHLY CONTRA COSTA COUNTY DISTRICT ATTORNEY 725 COURT ST 4TH FLR MARTINEZ CA 94553	THE HONORABLE STEVE COOLEY L A COUNTY DISTRICT ATTORNEY 210 W TEMPLE ST STE 18000 LOS ANGELES CA 90012-3210	THE HONORABLE BRAD FENOCCHIO PLACER COUNTY DISTRICT ATTORNEY 11562 B AVE AUBURN CA 95603
THE HONORABLE MICHAEL RIESE DEL NORTE COUNTY DISTRICT ATTORNEY 450 H ST STE 171 CRESCENT CITY CA 95531	THE HONORABLE ERNEST LICALSI MADERA COUNTY DISTRICT ATTORNEY 209 W YOSEMITE AVE MADERA CA 93637	THE HONORABLE JEFF CUNAN PLUMAS COUNTY DISTRICT ATTORNEY 520 MAIN ST RM 404 QUINCY CA 95971
THE HONORABLE VERNON PIERSON EL DORADO COUNTY DISTRICT ATTORNEY 515 MAIN ST PLACERVILLE CA 95667	THE HONORABLE EDWARD BERBERIAN, JR. MARIN COUNTY DISTRICT ATTORNEY 3501 CIVIC CTR DR RM 130 SAN RAFAEL CA 94903	THE HONORABLE RODRIC PACHECO RIVERSIDE COUNTY DISTRICT ATTORNEY 4075 MAIN ST RIVERSIDE CA 92501
THE HONORABLE ELIZABETH EGAN FRESNO COUNTY DISTRICT ATTORNEY 2220 TULARE ST STE 1000 FRESNO CA 93721	THE HONORABLE ROBERT BROWN MARIPOSA COUNTY DISTRICT ATTORNEY PO BOX 730 MARIPOSA CA 95338	THE HONORABLE JAN SCULLY SACRAMENTO COUNTY DISTRICT ATTORNEY 901 G ST SACRAMENTO CA 95814
THE HONORABLE ROBERT HOLZAPFEL GLENN COUNTY DISTRICT ATTORNEY PO BOX 430 WILLOWS CA 95988	THE HONORABLE MEREDITH LINTOTT MENDOCINO COUNTY DISTRICT ATTORNEY PO BOX 1000 UKIAH CA 95482	THE HONORABLE CANDICE HOOPER SAN BENITO COUNTY DISTRICT ATTORNEY 419 FOURTH ST, FL 2 HOLLISTER CA 95023
THE HONORABLE PAUL GALLEGOS HUMBOLDT COUNTY DISTRICT ATTORNEY 825 FIFTH ST EUREKA CA 95501	THE HONORABLE LARRY MORSE II MERCED COUNTY DISTRICT ATTORNEY 2222 M ST MERCED CA 95340	THE HONORABLE MICHAEL RAMOS SAN BERNARDINO COUNTY DISTRICT ATTORNEY 316 N MTN VIEW AVE SAN BERNARDINO CA 92415-0004

PUBLIC ENFORCEMENT AGENCY SERVICE LIST

THE HONORABLE BONNIE DUMANIS
SAN DIEGO COUNTY DISTRICT ATTORNEY
330 W BROADWAY
SAN DIEGO CA 92101

THE HONORABLE KAMALA HARRIS
SAN FRANCISCO COUNTY DISTRICT
ATTORNEY
850 BRYANT ST RM 325
SAN FRANCISCO CA 94103

THE HONORABLE JAMES WILLETT
SAN JOAQUIN COUNTY DISTRICT ATTORNEY
PO BOX 990
STOCKTON CA 95201-0990

THE HONORABLE GERALD T SHEA
SAN LUIS OBISPO COUNTY DISTRICT
ATTORNEY
CITY GOVERNMENT CTR, 4TH FLR
SAN LUIS OBISPO CA 93408

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

THE HONORABLE CHRISTIE STANLEY
SANTA BARBARA COUNTY DISTRICT
ATTORNEY
1112 SANTA BARBARA ST
SANTA BARBARA CA 93101

THE HONORABLE DOLORES CARR
SANTA CLARA COUNTY DISTRICT ATTORNEY
70 W HEDDING ST WEST WING
SAN JOSE CA 95110

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

THE HONORABLE GERALD C. BENITO
SHASTA COUNTY DISTRICT ATTORNEY
1525 COURT ST FL 3
REDDING CA 96001

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

THE HONORABLE JAMES ANDRUS
SISKIYOU COUNTY DISTRICT ATTORNEY
PO BOX 986
YREKA CA 96097

THE HONORABLE DAVID W PAULSON
SOLANO COUNTY DISTRICT ATTORNEY
675 TEXAS ST STE 4500
FAIRFIELD CA 94533

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

THE HONORABLE BIRGIT FLADAGER
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

THE HONORABLE MICHAEL HARPER
TRINITY COUNTY DISTRICT ATTORNEY
PO BOX 310
WEAVERVILLE CA 96093

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

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

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

THE HONORABLE JEFF REISIG
YOLO COUNTY DISTRICT ATTORNEY
301 SECOND ST
WOODLAND CA 95695

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

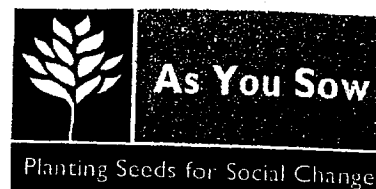
LOS ANGELES CITY ATTORNEY'S OFFICE
800 CITY HALL EAST
200 N MAIN ST
LOS ANGELES CA 90012

SAN DIEGO CITY ATTORNEY'S OFFICE
CIVIC CENTER PLAZA
1200 THIRD AVE STE 1620
SAN DIEGO CA 92101

SAN JOSE CITY ATTORNEY'S OFFICE
200 E SANTA CLARA ST FL 6
SAN JOSE CA 95113

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

February 6, 2009



311 California Street, Suite 510
San Francisco, CA 94104
T 415.391.3212
F 415.391.3245
www.asyousow.org

**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 **ARIZONA NUTRITIONAL SUPPLEMENTS, INC.** ("Arizona").

Chemicals. These violations involve lead, lead compounds, mercury, mercury compounds, arsenic, cadmium and cadmium compounds found in the type of consumer products described below and in Exhibit A. 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 arsenic as a chemical known to cause cancer. On October 1, 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. This notice covers each of the products listed in Exhibit A, attached hereto, with respect to each of the above-referenced chemicals. The products that are the subject of this notice are herbal dietary supplements that are imported, exported, manufactured, packaged, distributed, marketed and/or sold by Arizona.

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 at least February 6, 2008, as well as every day since the products were introduced in the California marketplace, and will continue every day until clear and reasonable warnings are provided to product purchasers and users or until these known toxic chemicals are removed from the products.

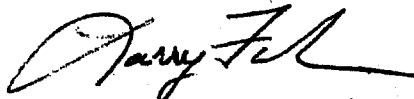
This notice of violation supplements the previous notices of violation issued by AYS against Arizona on June 17, 2008.

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
319 Pleasant Street
Petaluma, CA 94952
Tel: 707-763-7227
Fax: 707-763-9227

Very truly yours,



Larry Fahn
Executive Director

Enclosure

EXHIBIT A

ItemID	ItemDesc
0	Amino Complex 50ct (A)
1	Amino Complex 100ct (D)
2	L-Arginine 50ct (A)
3	L-Arginine 100ct (D)
4	L-Carnitine 30ct (A)
5	L-Carnitine 60ct (A)
6	L-Cysteine 100ct (D)
7	L-Cysteine 50ct (A)
9	L-Glutamine 100ct (D)
10	L-Lysine 50ct (D)
11	L-Lysine 100ct (D)
12	L-Tyrosine 50ct (A)
13	L-Tyrosine 100ct (D)
14	Taurine 60ct (A)
15	5-HTP 90ct (A)
31	Antioxidant Complex 120ct (D)
32	Alpha Lipoic Acid 60ct (D)
33	Alpha Lipoic Acid 120ct (D)
34	Co-Q10 100 mg 60ct (A)
35	Co-Q10 30 mg 30ct (A)
37	Co-Q10 30 mg 120ct (D)
38	Co-Q10 30 mg 240ct (F)
39	Co-Q10 60 mg 60ct (A)
40	Co-Q10 60 mg 120ct (D)
41	Co-Q10 60 mg 30ct (A)
42	Grapeseed Extract 60ct (A)
43	Grapeseed Extract 120ct (D)
46	Co-Q10 100mg
47	Lycopene
48	Resveratrol
61	Ultimate B-Complex 90ct (D)
62	Ultimate B-Complex 60ct (D)
63	B Complex 100ct (A)
64	Biotin 60ct (A)
65	Folic Acid 100ct (A)
66	Folic Acid 250ct (A)
68	Niacin 120ct (D)
70	Vitamin B-1 100ct (D)
71	Vitamin B-12 50ct (A)
72	Vitamin B-12 100ct (A)
74	Vitamin B-6 50ct (A)
91	Borage Oil 90ct (F)
92	DHA 60ct (A)
93	DHA 30ct (A)
94	EPO 240ct (F)
95	EPO 60ct (A)

ItemID	ItemDesc
96	EPO 120ct (D)
97	Fish Oil 50ct (D)
98	Fish Oil 100ct (D)
99	Flax Seed Oil 60ct (D)
100	Flax Seed Oil 120ct (F)
102	Mega Potency Fish Oil
103	Omega 3 6 9
121	Astragalus 60ct (D)
123	Bilberry 60ct (A)
124	Bilberry 90mg 120ct (D)
126	Black Cohosh 120ct (D)
127	Echinacea 60ct (A)
128	Echinacea/Goldenseal 60ct (A)
129	Echinacea/Goldenseal 120ct (D)
130	Echinacea Blend 100ct (D)
132	Odorless Garlic 500 MG 120ct
135	Ginger 120ct (D)
136	Ginkgo 240ct (F)
137	Ginkgo 120ct (D)
138	Ginkgo 60ct (A)
140	Goldenseal 120ct (D)
141	Hawthorn 120ct (D)
144	Milk Thistle 60ct (A)
145	Milk Thistle 120ct (D)
146	Nettles 60ct (D)
147	Panax Ginseng 120ct (D)
148	Panax Ginseng 60ct (A)
149	Saw Palmetto 60ct (A)
150	Saw Palmetto 120ct (D)
151	Saw Palmetto 240ct (D)
152	Soy & Red Clover 60ct (A)
154	Soy Isoflavone 60ct (D)
155	St John's Wort 240ct (F)
156	St John's Wort 60ct (A)
157	St John's Wort 120ct (D)
159	Valerian 120ct (D)
160	Kava Kava 60ct (A)
161	Maca
162	Pygeum
191	Chondroitin Sulfate 50ct (D)
192	Chondroitin Sulfate 100ct (D)
193	Dbl Glucosamine/Chondroitin 60ct (D)
194	Dbl Glucosamine/Chondroitin 120ct (F)
195	Dbl Glucosamine/Chondroitin 240ct (G)
196	Glucosamine/Chondroitin 100ct (D)
197	Glucosamine Sulfate 90ct (D)
199	Glucosamine/MSM 90ct (D)
200	Glucosamine/MSM 180ct (G)

ItemID	ItemDesc
201	Glucosamine/Chondroitin/MSM 60ct (D)
202	Glucosamine/Chondroitin/MSM 120ct (F)
203	Glucosamine/Chondroitin/MSM 240ct (G)
204	MSM 45ct (A)
206	MSM 180ct (F)
207	Hyaluronic Acid
227	MCHA 120ct (F)
228	MCHA 240ct (G)
229	Coral Calcium 90ct (D)
230	Coral Calcium Plus 120ct (D)
231	Cal-Mag 250ct (G)
233	Cal-Mag Citrate 90ct (D)
234	Cal-Mag Citrate 180ct (F)
235	Cal-Mag-Zinc 90ct (D)
236	Cal-Mag-Zinc 180ct (F)
237	Chromium Picolinate 100ct (D)
238	Chromium Picolinate 250ct (F)
239	Iodine from Kelp 250ct (F)
240	Iron 90ct (D)
241	Magnesium 60ct (A)
242	Multi Mineral 90ct (D)
243	Potassium 100ct (D)
245	Selenium 60ct (A)
246	Selenium 120ct (D)
247	Zinc 60ct (A)
248	Zinc 120ct (D)
264	Cranberry/Vitamin C Chewable
265	DHEA 50mg
266	DMAE 100mg
267	Melatonin 3mg
268	Oil of Oregano
269	Royal Jelly
270	Vinpocetine
271	Chitosan 90ct (D)
272	Chlorella 100ct (D)
273	Lecithin 60ct (D)
274	Lecithin 120ct (F)
275	Lutein 100ct (D)
276	Psyllium Husks 180ct (F)
277	Pyruvate 90ct (D)
279	Quercetin/Bromelain 100ct (D)
280	Spirulina 100ct (D)
281	Lutein + Eye Complex 60ct (D)
282	Hair Skin & Nails 60ct (A)
283	Hormone Balance 60ct (A)
284	Sleep Capsule 30ct
285	Dbl Strength Acidophilus/Probiotic
286	Prostate Health

ItemID	ItemDesc
287	Immune
288	Co-Q10 60mg w/Red Rice
289	Cholesterol/Heart Formula
371	Basic Multi 90ct (D)
372	Basic Multi 180ct (D)
374	Complete One Multi 60ct (D)
375	Complete One Multi 120ct (F)
377	Kid's Chewable Multi 45ct (D)
378	Kid's Chewable Multi 90ct (D)
379	FB Multi 30ct (D)
380	FB Multi 60ct (D)
381	FB Women's Multi 60ct (D)
382	FB Women's Multi 120ct (F)
383	FB Men's Multi 60ct (D)
384	FB Men's Multi 120ct (D)
385	Prenatal 90ct (F)
401	Beta Carotene 50ct (A)
402	Beta Carotene 100ct (D)
403	Vitamin A & D 100ct (A)
404	Vitamin A 100ct (A)
405	Vitamin D 100ct (A)
406	Vitamin E (dry) 400IU 50ct (D)
408	Vitamin E 1 000IU 30ct (A)
411	Vitamin E 200IU 60ct (A)
413	Vitamin E Mixed 400IU 60ct (A)
414	Vitamin E Mixed 400IU 120ct (D)
415	Vitamin E Mixed 400IU 240ct (F)
416	Vitamin K 100ct (A)
417	Vitamin D 1 000 IU
441	Chewable Vitamin C 100ct (G)
444	Sustained Vitamin C 100ct (D)
446	Vitamin C 1000mg 100ct (D)
447	Vitamin C/Rose Hips 100ct (F)
448	Vitamin C/Rose Hips 250ct (G)
449	Vitamin C 500mg 60ct (A)
481	Nuzyme 90ct (A)
482	Nuzyme 180ct (D)
483	P&I Blend 250ct (F)
490	Thermo X 60ct (C)
491	Carb Complex 60ct (A)
492	Fat Complex 120ct (D)
494	Starch Complex 60ct (A)
495	Glucomannan 60ct (C)
497	CLA 60ct (D)
550	Soy Protein Vanilla (H)
551	Soy Protein Chocolate (H)
552	Whey Protein Vanilla (H)
553	Whey Protein Chocolate (H)

ItemID	ItemDesc
901	Organic Grass Juice
906	Organic Psyllium
216133	Vanilla Whey 25.2oz
228004	Triple Ginseng 90 vcaps
228005	Complete 30 tabs
228007	Think Smart w/Ginkgo 120 caps
228010	Bilberry 60 mg 60 vcaps
228011	Bilberry 60 mg 120 vcaps
228024	Echinacea 250 mg 60 vcaps
228029	Ginkgo Biloba 27/7 120 vcaps
228030	Grapeseed Extract 100 mg 60 vcaps
228031	Grapeseed Extract 100 mg 120 vcaps
228037	Optiliver w/Milk Thistle 90 vcaps
228047	Saw Palmetto 160 mg 60 softgels
228048	Saw Palmetto 160 mg 120 softgels
228050	Selenium 100 mcg 120 TABS
228052	Soy Isoflavones 60 vcaps
228076	DHA 100 mg 60 softgels
228077	Organic Flax Seed Oil 60 Softgels
228078	Organic Flax Seed Oil 120 Softgels
228082	Caprylicare 90 vcaps
228086	St. John's Wort 60 vcaps
228087	St. John's Wort 120 vcaps
228092	Vitamin E 400 IU 60 softgels
228093	Vitamin E 400 IU 120 softgels
228097	Glucosamine Sulfate 500 mg 90 caps
228098	Glucosamine Sulfate 500 mg 180 caps
228102	Complete 60 tablets
228103	Complete 120 tablets
228105	Complete w/o Iron 60 tabs
228106	Complete w/o Iron 120 tabs
228129	Ginger 250 mg 120 vcaps
228131	Hawthorn 300 mg 120 vcaps
228137	Lecithin 120 softgels
228138	Fish Oil 50 softgels
228139	Fish Oil 100 softgels
228141	Milk Thistle 100 mg 60 vcaps
228142	Milk Thistle 100 mg 120 vcaps
228143	Niacin (no flush) 300 mg 60 vcaps
228144	Niacin (no flush) 300 mg 120 vcaps
228147	Potassium 99 mg 100 tablet
228148	Potassium 99 mg 250 tablets
228149	Vitamin C 500 mg w/Bio 60 vcaps
228150	Vitamin C 500 mg w/Bio 180 vcaps
228156	B Daily Essentials 30 vcaps
228157	B Daily Essentials 60 vcaps
228158	B Daily Essentials 90 vcaps
228159	B Daily Essentials 180 vcaps

ItemID	ItemDesc
228164	Zinc 15 mg vcaps
228165	Zinc 15 mg 120 vcaps
228168	Iron 18 mg 100 vcaps
228169	Chromium Picolinate 200 mcg 100 vcaps
228170	Chromium Picolinate 200 mcg 250 vcaps
228171	Folic Acid 800 mcg 100 tabs
228172	Folic Acid 800 mcg 250 tabs
228174	Aminoessentials 100 caps
228177	L-Glutamine 500 mg 100 vcaps
228178	Borage Oil 1000 mg 90 softgels
228181	Pycnogenol 50 mg 30 vcaps
228182	Pycnogenol 50 mg 60 vcaps
228184	Beta Carotene 25 000 IU 100 caps
228186	Vitamin E (Dry) 400 IU 50 vcaps
228187	Vitamin E (Dry) 400 IU 100 vcaps
228191	Stress B Complex 30 vcaps
228192	Stress B Complex 60 vcaps
228193	Stress B Complex 90 vcaps
228196	Iodine from Kelp 225 mcg 250 tabs
228197	Biotin 500 mcg 60 vcaps
228198	Taurine 500 mg 60 vcaps
228205	Vitamin C Powder 8 oz
228208	Lutein 100 vcaps
228209	Vitamin A & D 100 softgels
228210	Vitamin A 10 000 IU 100 softgels
228214	Vitamin E 200 IU 120 softgels
228222	Niacin 300 mg 100 tabs
228223	Vitamin C 1000 mg 50 tabs
228225	Vitamin C 1000 mg 100 tabs
228229	Cal-Mag Citrate 90 tabs
228230	Cal-Mag Citrate 180 tabs
228231	Magnesium 200 mg 60 tabs
228233	Vitamin B-12 500 mcg 50 tabs
228234	Vitamin B-12 500 mcg 100 tabs
228246	Vitamin B6 50 mg 50 tabs
228248	Vitamin E 1000 IU 60 softgels
228251	Ginkgo 24/6 60 mg 120 vcaps
228252	Ginkgo 24/6 60 mg 60 vcaps
228253	Vitamin C 1000 mg w/rose hips 100 tabs
228254	Cal-Mag-Zinc 90 tabs
228255	Cal-Mag-Zinc 180 tabs
228256	Cal-Mag 100 vcaps
228257	Cal-Mag 250 vcaps
228258	Vitamin C 1000 mg w/rosehips 250 tabs
228259	Glucosamine & Chondroitin 100 tabs
228260	Hi Potency B-Complex 90 tabs
228261	Hi Potency B-Complex 60 tabs
228262	Fiberguard Daily 16 oz

ItemID	ItemDesc
228264	Astragalus 500 mg 60 vcaps
228267	L-Tyrosine 500 mg 100 caps
228269	L-Arginine 500 mg 100 vcaps
228270	L-Lysine 500 mg 50 vcaps
228271	L-Lysine 500 mg 100 vcaps
228272	L-Carnitine 250 mg 30 vcaps
228273	L-Carnitine 250 mg 60 vcaps
228274	Valerian 250 mg 60 vcaps
228276	Valerian 250 mg 120 vcaps
228279	Astragalus 500 mg 120 vcaps
228283	Hair Skin & Nails 90 vcaps
228286	Nettles 400 mg 60 vcaps
228291	Quercetin w/Bromelain 50 vcaps
228292	Quercetin w/Bromelain 100 vcaps
228299	Flax Seed Oil Organic 8 oz
228300	Flax Seed Oil Organic 16 oz
228304	Psyllium Husks 180 vcaps
228305	Glucosamine w/MSM 90 caps
228308	Vitamin B-1 100 mg 100 tabs
228309	Glucosamine w/MSM 180 caps
228310	Vitamin B-2 100 mg 100 vcaps
228314	Vitamin D 400 IU 100 softgels
228316	Spirulina 500 mg 100 tabs
228319	Chlorella 500 mg 100 tabs
228320	Wholezyme 90 vcaps
228321	Wholezyme 180 vcaps
228325	Lecithin Granules 16 oz.
228326	Organic Flax Seed Oil 240 Softgels
228328	Ginkgo 24/6 60 mg 240 vcaps
228329	St. John's Wort 240 vcaps
228330	Saw Palmetto Softgels 240 ct
228331	Complete 240 tabs
228333	Acerola Chewable C 90 tabs
228335	Echinacea & Goldenseal 60 vcaps
228336	Echinacea & Goldenseal 120 vcaps
228337	Vitamin K 100 mcg 100 tabs
228338	Vitamin E (Mixed) 400 IU 30 softgels
228339	Vitamin E (Mixed) 400 IU 60 softgel
228340	Vitamin E (Mixed) 400 IU 120
228341	Vitamin E (Mixed) 400 IU 240 softge
228343	Vitamin E 400 IU 240 softgels
228346	Papaya Enzyme Chewable 500 tabs
228347	Nutritional Yeast 454 gr
228348	Vitamin C 1000 mg (SR) 100 tabs
228351	Alpha Lipoic Acid 60 tabs
228352	Alpha Lipoic Acid 120 tabs
228353	Women's Food Based Multi 60 tab
228354	Women's Food Based Multi 120 tab

ItemID	ItemDesc
228355	Women's Daily Food Based 240 Tabs
228356	Food Based One-A-Day 30
228357	Food Based One 60
228358	Food Based One 90
228359	Food Based One 180
228360	Prenatal Essentials 90
228361	Prenatal Essentials 180 ct
228362	Black Cohosh 60 vcaps
228363	Black Cohosh 120 vcaps
228365	Glucosamine Chondroitin MSM Complex
228366	Glucosamine Chondroitin MSM Complex
228367	Glucosamine Chondroitin MSM Complex
228368	Organic Evening Primrose Oil 500 mg
228369	Organic Evening Primrose Oil 500 mg 120
228370	Organic Evening Primrose Oil 500 mg 240
228377	High Lignan Flax Seed Oil Organic 16 oz
228378	High Lignan Flax Seed Oil Organic 8 oz
228397	Complete 120 caps
228398	Complete 240 caps
228404	Dong Quai 400 mg 60 vcaps
228408	Vitamin C 1000 mg w/bios (SR) 100 tabs
228409	Vitamin C 1000 mg w/bios (SR) 250 tabs
228410	Daily with Iron 30 ct
228411	Daily with Iron 60 ct
228412	Daily with Iron 90 ct
228413	Daily with Iron 180 ct
228414	Daily without Iron
228415	Daily without Iron
228417	Hi Potency Multi 60 ct
228418	Hi Potency Multi 90 ct
228419	Hi Potency Multi 180 ct
228420	Borage Oil 1000 mg 180 softgels
228421	Greens Powder 10 servings
228422	Greens Powder 30 servings
228423	Carnitine 500 mg
228424	Acetyl-L Carnitine 500 mg
228425	Soy Protein Chocolate 17.9oz
228426	Vanilla Soy Protein Powder 16 oz
228427	Vanilla Soy Protein Powder 32oz
228428	Carnitine 500 mg
228432	MSM 1000 mg tabs
228433	MSM 1000 mg tabs
228434	Soy Spirulina Chocolate 17.4oz
228435	Soy Spirulina Vanilla 15.8oz
228436	Soy Spirulina Vanilla 31.6oz
228437	Bone Complex 120 caps
228438	Vanilla Soy Packet--single serving
228439	Chocolate Soy Packet--single serving

ItemID	ItemDesc
228440	Chocolate Soy 35.8oz
228443	Spirulina--500 mg--250 tab
228446	Red Yeast Rice--600mg--60 vcaps
228447	Red Yeast Rice--600mg--120 vcaps
228448	Red Yeast Rice CoQ10 Combo--90 vcaps
228449	Vitamin D 1000iu--100 sg
228450	Organic Klamath Blue Green Algae-500mg--
240204	B Complex 100 tabs
240205	Folic Acid 250 tabs
240206	Vitamin C 500 mg 250 tabs
240207	Adult Multi 90 tabs
240208	Chewable C 500 mg 100 tabs
240213	Kid's Multi 120 tabs
240214	Evening Primrose Oil 180
240217	Cal-Mag 250 tabs
240219	Zinc Lozenge 90 tabs
240221	Vitamin E 400 IU 90 softgels
240644	Evening Primrose Oil 90 softgels
240645	Adult Multi 180 tabs
240646	Glucosamine Sulfate 180 tabs
240647	Vitamin E 400 IU 180 softgels
240712	Flax Seed Oil 1000 mg
240713	Flax Seed Oil 1000 mg
240739	Vitamin C 1000 mg 250 tabs
240740	Adult Multi (iron free) 90 tabs
240741	Adult Multi (iron free) 180 tabs
240818	ES Glucosamine & Chondroitin 240
240820	Adult Multi 360 tabs (Case of 12)
240824	Whey Protein Vanilla 12.6oz
240825	Whey Protein Chocolate 15.5oz
241026	Cal Mag Tablets 450 ct (Case of 12)
241028	Vitamin E 400 IU Softgels 360 ct
241030	Fish Oil Softgels 250 ct (Case of 12)
241215	Psyllium Powder - 12 oz
241216	Simple Digestive Formula
241217	Alpha Lipoic Acid 100 mg
241218	Dbi Strength Acidophilus/Probiotic
241225	Ginkgo Biloba 60 mg tabs
241226	Echinacea 100/300 100 tabs
241227	St. John's Wort 300 mg 100 tabs
241276	Vitamin MSM 500 mg 120 tabs
241277	Vitamin MSM 500 mg 240 tabs
241288	Garlic Oil (odorless) 500 mg 120
241457	Sam-e--200 mg--30 tabs
241458	Sam-e--200 mg--60 tabs
241676	SAMe--400mg--30ct
241677	SAMe--400mg--60ct
241828	Red Yeast Rice--1200mg--60 tabs

ItemID	ItemDesc
241845	Dbl Strength Acidophilus/Probiotic
241846	Adult Mature Multi One-A-Day--90ct
241847	Adult Mature Multi One-A-Day--180ct
241848	Adult Mature Multi One-A-Day--360ct
241849	Men's Adult Multi One-A-Day--60ct
241850	Men's Adult Multi One-A-Day--90ct
241851	Men's Adult Multi One-A-Day--180ct
241852	Women's Adult Multi One-a-Day--60ct
241853	Women's Adult Multi One-a-Day--90ct
241854	Women's Adult Multi One-a-Day--180ct
242081	Prenatal One-a-Day--60ct tabs
242082	Prenatal One-a-Day--90ct tabs
242083	Prenatal One-a-Day--180ct tabs
242255	2X Glucosamine Chondroitin Tabs
242256	2X Glucosamine Chondroitin Tabs
242257	2X Glucosamine Chondroitin MSM
242258	2X Glucosamine Chondroitin MSM
242260	2X Glucosamine Chondroitin Caps
242261	2X Glucosamine Chondroitin Caps
242262	2X Glucosamine Chondroitin Caps
242263	Lycopene 10mg (lycomato)
242264	Lycopene 10mg (lycomato)
242265	Lycopene 20mg (lycomato)
242266	Cod Liver Oil
242267	Cod Liver Oil
242268	Blair's Liver Renewal--90 tabs
242270	Omega 3-6-9 Complex
242271	Omega 3-6-9 Complex
242272	Omega 3 Fish Oil Lemon Flavor
242273	Omega 3 Fish Oil Lemon Flavor
242274	Omega 3 Fish Oil Lemon Flavor
242329	2X Glucosamine Chondroitin MSM
242428	Vitamin C 10ct tab (Case of 45)
242429	B Complex 10ct tab (Case of 45)
242430	Flax Seed Oil 10ct SG (Case of 45)
242431	Kid's Multi 10ct Chew (Case of 45)
242432	Cal-Mag 10ct tab (Case of 45)
242433	Adult Multi 10ct tabs (Case of 45)
242434	Fish Oil 10ct SG (Case of 45)
242435	Vitamin E 400 10ct SG (Case of 45)
242480	Food Based One 10ct tab (Case of 48)
242481	Wholezyme 10ct cap (Case of 48)
242629	Vanilla Soy packet (24 pack/case)
242632	Be Well 90 tabs
242633	Be Well 120 tabs
242634	Be Well 180 tabs
242721	Choc Soy packet (24 pack/case)
242727	Essentials for Kids 45 tab

ItemID	ItemDesc
242728	Essentials for Kids 90 tab
242729	Kids Essentials Vitamin C 90 tabs
242730	Kids Essentials Vitamin C 180 tabs
242735	Daily Multi Pack 24ct shipper
242737	Daily Multi Pack 30ct (Case of 6)
242738	Quick Dissolve Soy Protein
242909	Organic Psyllium (Case of 12)
242910	Psyllium - Berry (Case of 16)
242911	Psyllium - Orange (Case of 16)
242912	Psyllium - Lemon (Case of 16)
B1118	Lil Wizards Multi Plus Chew 9124119255
B1133	Opt3 Red Yeast Rice #9124119275
B1174	Rhodiola 250mg Extract Item: RHODIOLA
B1175	Act Iron A2 Item: ACT-IRON-A2
B1216	Gold Form Tabs Item: US-RDA
B1221	Megavitamin w/Min Item: MEGAVITE
B1222	EZ Bio 111 Advance Sentra PM
B1223	EZ BIO 212 Advance Sentra AM
B1237	B-Chain Amino Acid Item: AMINO-BC
B1264	VitalErotic 2
B1286	B-Complex
B1287	C-Complex
B1288	Vitamin D & K
B1289	Mineral Complex
B1290	Amino Acid & Enzymes
B1291	Herbal Complex
B131	Herbal Tablet Screamin Energy SET102
B1318	Litozin 750 mg Caps Item: LITOZIN
B1319	B-12 1000mcg
B1320	Bee Pollen
B1321	Phyto Greens
B1324	Immunolin 500mg - Item: IMM-LINE
B1330	Life Essential Combined
B1331	Liver Capsule Bulk Item: LIVER
B1335	Everyday Capsules Item: EVERYDAY3
B1336	Muira Puama 500mg Item: MUIRA-PUAMA
B1360	Tart Cherry Item: CHERRY TART
B1365	Yerba Mate 500mg Item: YERBA-MATE
B1366	Artichoke 250mg Item: ARTICHOKE
B1367	Fiber Conc CP #9124111540
B1369	UltPlus SrCap 9124115235
B1377	Stand Milkthis 9124116655
B1378	Bacopa Monnieri Caps Item: BACOPA
B1379	Vital Male Max 9124117805
B1380	UP Alpha Lipoic Acid #9124119530
B1392	Mastic Gum 500mg - Item: MASTIC-GUM
B1434	Diabetic Multi SR #9124119605
B1435	Diabetic Circulation #9124119615

ItemID	ItemDesc
B1436	Diabetic Blood Sugar #9124119620
B1439	Ultimate Plus for Athletes SR 9124119640
B1443	OPT 3 Memory Focus 9124119655
B1444	OPT 3 Ultimate Cardio 9124119660
B1451	MusclEase (11-28345)
B1452	Active 1 wo/lr Minis ITEM: ACT-MINI
B1462	Thermo T #T4541-B
B1479	Herbal Cleanse #0001-B1
B1481	PollenAid #B2000-00
B1482	Pyruvate Item: PYRUV650
B1487	DHEA 25mg #11-28205
B1492	ArthroChron AM
B1493	ArthroChron PM
B1499	Iron Free MultiLogics #11-28038
B1510	Metabolic Enhancer Rev007 #0002-B
B1513	Thyroid Support #11-28394
B1514	Joint Companion #11-28183
B1515	EstraAttune #11-28178
B1518	63 Tablets w/o "Logo" #B3000-01
B1523	Diabest2 #11-28429
B1525	MalicAcid #11-55141
B1526	OsteoLogic #11-55023
B1533	CalSorb #11-28001
B1534	OsteoLogic Pro #11-28100
B1538	Multilogics for Men #11-28382
B1542	PTE Support #11-55080
B1546	Zinc Plex #11-55083
B1549	OPT3 Red Yeast Rice Sup 9124119290
B1557	Lignisul MSM 900mg
B1558	Ultplus SRT Tab 9124115675
B1569	MultiLogics #11-28067
B1572	EZ Bio 414 Item #68405-5014-00
B1584	Wild Yam/Dong Quai #11-28427
B1585	BioFlora (124514) #11-28042
B1595	BioTherm Rev002
B1603	Coenzyme Q10 100mg (902928) #11-28116
B1616	OPT 3 Ocular w/o Beta 9124110025
B1620	Multilogics for Women #11-55037
B1621	St. John's Wort
B1637	OPT C 600mg 9124110175
B1640	Resphora #11-28131
B1652	Herbatonin 30mg
B1671	Food Supplement
B1688	UP Biotin 6000 MCG 9124110270
B1689	UP Calcium Magnesium Plus 9124110250
B1690	Milk Thistle
B1691	Green Tea Leaf
B1692	Ginkgo Leaf

ItemID	ItemDesc
B1693	Echinacea/Goldenseal
B1702	Bilberry
B1703	Olive Leaf
B1704	Ginger
B1705	Black Cohosh
B1706	Cranberry
B1707	St. John's Wort
B1708	Turmeric
B1709	Nettle Leaf
B1710	NGJ Tablet #B3000-05
B1727	SP with AvoVida
B1731	Rapid Melt C+E #501053
B1732	Tabs/Healthy Z-ssent Lemon Bulk #501055
B1733	Tabs/Healthy.Z-ssent Orange Bulk #501054
B1737	EZ Bio 202 Classic Sentra AM
B1756	Astragalus
B1764	Phosphatidyl Serine Item: PHOSPHAT300
B1773	Cascara Sagrada
B1774	63 UC Tablets #B3000-06
B1779	Berry VH Effervescent Powder
B1780	Garlic
B1788	Hawthorne Berry
B1791	Valerian
B1792	Cinnamon Bark
B1794	American Ginseng
B1795	Hoodia
B295	Opti-MSM 1000mg
B317	Yohimbe 750mg Item: YOHIM750
B332	Yohimbe 500 mg cap Item: YOHIM500
B385	Hair & Nail #9124117590
B437	Vitamin E Dry 400 Item: EDRY400-2
B474	Premier Ocular Nut Caps 9124115320
B541	Vit. B-125 Caps #9124111940
B605	Ginkgo TR 120mg Item: GINKGO-TRC
B610	Pollitromb #B10000-00
B626	Mega C Bio SRT 9124111 0
B634	Complt Spectrm Plnt-Bsd Enzyme 9124118510
B662	Ipriflavone 500mg Item: IPRIFLAV500
B719	L-Carnitine 500mg 9124113765
B736	OPT3 Melatonin Plus Sleep 9124118740
B768	Herbal Capsule Solid Energy SE111
B830	Vit B-125 Tablet Bulk 9124111520
B831	Klamath Blu/Grn Tabs Item: BLUEGRAL
B834	Opt 3 Hearing Nutrition 9124119120
B837	Vitamin/Mineral Powder Blend
B839	Anti Stress Powder Blend
B840	Protein Boost Blend Powder
B841	Energy Boost Blend Powder

ItemID	ItemDesc
B936	Polliqueen #B4000-00
B946	Citrisate #4511-B1
B959	Thyro Guard Item: THYRO-GRD
B984	Green Tea Extract 9124119095
B998	Bilberry Ext 60mg Item: Bilberry-V
F043	Flex-Rite #1520MP
F096-90	Opti-Hair
F096-90I	Opti-Hair (Indonesian Label)
F097	Everec
F097-60	Everec (Indonesian Label)
F097I	Everec (Indonesian Label)
F098	Trimee I
F099	Trimee II (Indonesian Label)
F099M	Trimee II Malaysian Label (Hologram)
F1005-P	Prostate Support #W6302
F1007	Phaso Trim #236
F1010	Colon Toddy
F1035	Foundation Formula #3116
F1080	Colon Cleanse
F1086	OPC Grape Seed 1015MP
F1087	TheraLith XR
F1087-12	TheraLith XR 12ct
F1088	Fertility for Men
F1088-12	Fertility for Men
F1088-120	Conception XR
F1092	Cal/Mag #359
F1105	Biotol
F1106	Veg JuicePower #1330MP
F1107	Fruit JuicePower #1310MP
F1112	Optimal Complete Nutrition #R Comp Nutr
F1125	Thermo Green & White
F1132	Laux Liver Support (Phase Clear)
F1169	Internal Support
F1203-3	ConceptionXR Sample Pack
F1203-30	ConceptionXR 30 Day Pack
F1208	Clear Mood #W4512
F1224	Attentia
F1256	Ocubright
F1300	Pro-Mitokon A
F1304	Supitrol
F1310	Fibo-Trim #T3191
F1313	Oregamax #002
F1326	Fucus Plus
F1337-5	Prostate SR
F1337-60	Prostate SR
F1347B-8	MacaLife 8ct box
F1347BM-NZ	MacaPause 8ct box NZ
F1347B-NZ	MacaLife 8ct box NZ

ItemID	ItemDesc
F1351	Pulmona #68405-1005-03
F1357	Biosoothe Item #BS.0003
F1357-60	Biosoothe Item #BS.0002
F1358	Nature's Fuel
F1370-120	TheraCran
F1370-6	TheraCran
F1381	Bladder 2.1
F1381-6	Bladder 2.1
F1395	Active I
F1396	Active H
F1397	Active 30 Plus 1
F1399	SuperFlex-3
F1399-75	Superflex
F1399S	SF-3
F1400	SynoPlus
F1401	Hoodia Lean
F1402	5-HTP
F1409	7-Keto 25mg
F1410	7-Keto 50mg
F1411-300	TherOmega
F1411-360	TherOmega
F1411-5	TherOmega
F1411-60	TherOmega
F1414	Melatonin 1mg
F1414-60	Melatonin 1mg
F1415	Melatonin 3mg
F1415-60	Melatonin 3mg
F1416	DHEA 25mg
F1416-60	DHEA 25mg
F1417	DHEA 50mg
F1417-60	DHEA 50mg
F1421	Tribulus
F1426	Active K
F1427	Active D
F1428	Maca
F1430	Testrogain
F1432	Hearing Pill
F1440	Melatonin 3mg SSR
F1446-120	Fiber System Plus #3117
F1448	RevitalEyes
F1453	Arthrolactin
F1459	Celexil
F1460	Energy Formula
F1463-60	Gluco-Balance
F1464	Quintessence 6ct Box
F1464Z	Quintessence NZ 6ct
F1465	Maca Go 750mg 8ct (Revolution)
F1465NZ	Revolution/Macalibrium 8ct NZ

ItemID	ItemDesc
F1466	Herbatonin 4ct boxes
F1474	CysReplete #CR-180
F1474-90	CysReplete #CR-90
F1477	Diafiber
F1484	Radiance
F1485	Kava Kava
F1486	Hoodia Gordonii
F1488	IntraXcell Domestic
F1489	SteelEdge
F1496	FertilAid for Men
F1500	Resveratrol
F1501	Pregnenolone
F1502	Rhodiola
F1503	Yohimbe
F1504	D5 #D5-240
F1504-56	D5 #D5-56
F1505	NeuroReplete
F1505-56	Neuroreplete #NR-56
F1506	All Day Energy Greens
F1507	Oxo Trim
F1519	Glycoscia
F1522	IntraXcell Australian
F1529	Kid's Nutritional Force Essential Chew
F1535	Natto BP Plus
F1536	Natto Clear
F1539	FlexaSil
F154	Melatonin Delayed Release(English Label)
F1547-60	Theramine
F1547-90	Theramine
F1548	GABAdone
F155	DT + Gluc Sulfate
F155-90	DT + Gluc Sulf (Indonesian Label)
F155I	DT + Glucosamine Indonesian Label
F1560	Sentra AM Classic
F1561	ApptrimD
F1562	Hypertensa
F1562-60	Hypertensa
F1563	Sentra PM
F1565	Peaceful Sleep
F1567	Nature's Fuel
F1568	Apptrim II
F1577	Clear Mood #W4512
F1578	Lister V (PTL)
F1579	Trepadone #68405-1016-03
F1581	CardioPlex #W6501
F1587	Sweet & Natural
F1590	LaSenti CF 65mg
F1593	AminoForce

ItemID	ItemDesc
F1600	DiaOptimun XP
F1602	Vital Chi
F1604	Hoodia
F1606	PreDEX
F1608	Leanology #P0610
F1609	Acai 1000mg
F1614	Homeopathic Supplement 60ct
F1615	Pain & Brain
F1617	Garden
F1618	Orchard
F1619	Vitamin C Chewable
F1622	Go Ruby Go
F1623	Advantrim
F1624	Green Tea 250mg
F1625	Optima 4 Powder
F1626	Aveta FA
F1626-10	Aveta FA
F1627	Urinary Support
F1629	Hyaluronic Acid
F1630	Vitamin C Cranberry Chewable
F1631	TummySoothe
F1634	Mira-1 Eye & Body
F1635	Seraprine
F1636	9.4oz Berry Greens #BER94
F1639	Longevity Warrior
F1643	Bone Builder #P0600
F1644	Bee Pollen
F1645	Papaya Chewable
F1647	Men's Mega Multi
F1648	Women's Mega Multi
F1649	Oral Health Complex (Citrus) #324
F1650	Boswellia 250mg
F1651	Diafiber Powder - Orange Flavored
F1653	AHCC 1000mg
F1654	Pycnogenol 50mg
F1655	Policosanol 10mg
F1656	Superflex-3 Effervescent 75ct
F1657	Priori (Radiance Enhanced)
F1658P	Fitness Sports Pwd Drink (Pomegranite)
F1659	Breathe Easy #P0262
F1660	Glucobalance #P0342
F1661	Revive & Thrive
F1662	Quick Relief Capsules #P0350
F1663	Ultra Power Purify
F1664	Una De Gato #1050MP
F1665	Fish Oil #NC 8
F1666	IntraXcell Domestic Placebo
F1667	Glucomannon

ItemID	ItemDesc
F1669	Acceptor #68405-1018-01
F1670	Prosteon
F1670-4	Prosteon 4ct Packets
F1678	Vision Clear A (Macular)
F1679	Vision Clear B (Ocular)
F1680-150	ProstaEz
F1681	IdealCleanse (Cleansing)
F1682	IdealCleanse (Replenishing)
F1683	Reconnect (Hearing)
F1684	Second Wind (Lung)
F1685	Shan Star Cranberry w/Vit C
F1686	Nerve Health #P0362
F1687	Vibrant Amino Action
F1694	OmegaPrime #P0520
F1695	Cranberry Chewable
F1700	LegSaver (Vein)
F1711	Fitness Sports Powder Drink (Lemon)
F1712P	Fitness Sports Pwd Drink (Mangosteen)
F1713	Lipo Fat Fighter
F1714	Vialafil
F1715	Fish Oil
F1716	Prostate SR
F1716-10	Prostate SR
F1719	Noxadrene
F1720	Bone Builder - Canadian #P0602
F1721	Kid's Chocolate Soy & Spirulina Powder
F1722	Menopause Formula
F1723	RepleteExtra #RE-120
F1724	Leanology Canadian #P0614
F1725-6C	ConceptionXR-IVF
F1725-6F	Fertility for Men-IVF
F1725-C	ConceptionXR-IVF
F1725-F	Fertility for Men-IVF
F1726	Isotropin HGH-R Effervescent
F1726	Isotropin HGH-R Effervescent
F1728	D5 Mucuna
F1729	True Balance
F1730	Melatonin 5mg
F1735	Collagen 750mg
F1736	Isotropin
F1738	St. John's Wort
F1739	L-Carnitine
F1740	Ginkgo Biloba
F1741	Fish Oil
F1742	Co-Q10 100mg
F1743	CLA
F1744	TyrosineReplete #TR-180
F1745	D5 Extra #D5E-120

ItemID	ItemDesc
F1747	DMAE 100mg
F1748-30	HMR Lignan
F1749	Creadrene
F1750-120	5-HTP #5HTP-120
F1750-60	5-HTP #5HTP-60
F1755	Leanology #P0612
F1757	Xanthadrene
F1758	Cod Liver Oil
F1760	Trepadone #68405-1016-03
F1761	Vitager
F1762	Kid's Zinc
F1763	Children's Beta Glucan Lemon Chewable
F1765-B	Vineyard Blend JP #2304
F1766	Diabetic Body Preserve
F1767	Macular Body Preserve
F1768	Vision & Body Preserve
F1770	Mega Potency Fish Oil
F1771	Biovita #6003
F1772	Arterial/Omega 3-6-9
F1777	Maca Organic
F1781	Hair Formula H-44
F1782	CoQ10
F1783	Glucosamine 500mg
F1784-120	Iodine Supplement Tablets
F1784-60	Iodine Supplement Tablets
F1785	Night Sweats Gone
F1789	PreSurge USA
F1789-Packet	Presurge USA 6ct Packet
F1790	PreSurge International
F1793	DHEA 100mg
F1807	Prostate Placebo
F295	Lignisul MSM 1000mg
F305	Cholest-Care #1740MP
F333-30	DT + Saw Palmetto (Indonesian Labels)
F333-90	DT + Saw Palmetto (Indonesian Label)
F396	Energy Formula
F458	Catalase Enzyme #00540204
F458-10	Oxygen Peel #10540203
F481	OmniTrimChito #230
F488	Phytonutrients # 1
F551	OmniShield #407
F552	Extra Enhancer #376
F599	Remind #389
F653	Prostate 2.2 Full Size
F653-10	Prostate 2.2
F664	Lecithin Granules 9124132540
F669	Heart Smart #225
F689	Ultra ATP #PH35

ItemID	ItemDesc
F694	Colon Pure 12oz 9124133055
F694-20	Colon Pure 20oz 9124140115
F708	Fiber Concentrate 16 oz 9124132040
F762	DT + Enzymeminerals
F762-90	DT + Enzymeminerals (Indonesian Label)
F775	Joint Comfort
F801	Charge #421
F886	LarreaRX #VI-3012
F886-B	LarreaRX - Biogenesis label
F911-120	Greens #G120
F911-240	Greens #G240
F917	Neutra-Tabs
F926	Chewable G-Tek
F945-N	Nighttime Recovery #P3201
F963-16	Green's Powder #G47
F964-32	Green's Powder #G93
F964-64	Greens #G186
F964-U	Greens 32oz Unlabeled Container #PRV93
F997	Horny Goat Weed #213
F999-M	Muscle Strength #P3221
OTC03-F	Laxative Powder Reg 14oz
POWERPAK-30	PowerPak 30ct
POWERPAK-60	PowerPak
ZF1432	Hearing Formula 95ct

CERTIFICATE OF MERIT
(for As You Sow's Notice of Proposition 65 Violation on
ARIZONA NUTRITIONAL SUPPLEMENTS, INC.)

I, Andrew L. Packard, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged that ARIZONA NUTRITIONAL SUPPLEMENTS, INC. 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 6, 2009


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, CA 94104.

On February 6, 2009, 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:

Allyn Langford, Executive V.P., General Counsel
Arizona Nutritional Supplements, Inc.
210 S. Beck Avenue
Chandler, AZ 85226

Jonathan P. Pinkus, President
Arizona Nutritional Supplements, Inc.
210 S. Beck Avenue
Chandler, AZ 85226

On February 6, 2009, 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:

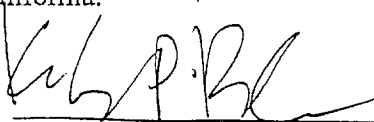
Attn: Ed Weil, Deputy Attorney General
California Department of Justice
P.O. Box 70550
Oakland, CA 94612-0550

On February 6, 2009, 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 6, 2009, at San Francisco, California.



Karalyn P. Buchner

PUBLIC ENFORCEMENT AGENCY SERVICE LIST

ALAMEDA COUNTY DISTRICT ATTORNEY 1225 FALLON ST RM 900 OAKLAND CA 94612	ALPINE COUNTY DISTRICT ATTORNEY PO BOX 248 MARKLEEVILLE CA 96120	AMADOR COUNTY DISTRICT ATTORNEY 708 COURT ST STE 202 JACKSON CA 95642
BUTTE COUNTY DISTRICT ATTORNEY 25 COUNTY CTR DR OROVILLE CA 95965	CALAVERAS COUNTY DISTRICT ATTORNEY 891 MTN RANCH RD SAN ANDREAS CA 95249	COLUSA COUNTY DISTRICT ATTORNEY 547 MARKET ST STE 102 COLUSA CA 95932
CONTRA COSTA COUNTY DISTRICT ATTORNEY 725 COURT ST 4TH FLR MARTINEZ CA 94553	DEL NORTE COUNTY DISTRICT ATTORNEY 450 H ST STE 171 CRESCENT CITY CA 95531	EL DORADO COUNTY DISTRICT ATTORNEY 515 MAIN ST PLACERVILLE CA 95667
FRESNO COUNTY DISTRICT ATTORNEY 2220 TULARE ST STE 1000 FRESNO CA 93721	GLENN COUNTY DISTRICT ATTORNEY PO BOX 430 WILLOWS CA 95988	HUMBOLDT COUNTY DISTRICT ATTORNEY 825 FIFTH ST EUREKA CA 95501
IMPERIAL COUNTY DISTRICT ATTORNEY 940 W MAIN ST EL CENTRO CA 92243	INYO COUNTY DISTRICT ATTORNEY PO BOX D INDEPENDENCE CA 93526	KERN COUNTY DISTRICT ATTORNEY 1215 TRUXTUN AVE BAKERSFIELD CA 93301
KINGS COUNTY DISTRICT ATTORNEY 1400 W LACEY BLVD HANFORD CA 93230	LAKE COUNTY DISTRICT ATTORNEY 255 N FORBES ST LAKEPORT CA 95453	LASSEN COUNTY DISTRICT ATTORNEY 220 S LASSEN ST STE 8 SUSANVILLE CA 96130
LA COUNTY DISTRICT ATTORNEY 210 W TEMPLE ST STE 18000 LOS ANGELES CA 90012-3210	MADERA COUNTY DISTRICT ATTORNEY 209 W YOSEMITE AVE MADERA CA 93637	MARIN COUNTY DISTRICT ATTORNEY 3501 CIVIC CTR DR RM 130 SAN RAFAEL CA 94903
MARIPOSA COUNTY DISTRICT ATTORNEY PO BOX 730 MARIPOSA CA 95338	MENDOCINO COUNTY DISTRICT ATTORNEY PO BOX 1000 UKIAH CA 95482	MERCED COUNTY DISTRICT ATTORNEY 2222 M ST MERCED CA 95340
MODOC COUNTY DISTRICT ATTORNEY 204 S COURT ST RM 202 ALTURAS CA 96101-4020	MONO COUNTY DISTRICT ATTORNEY PO BOX 617 BRIDGEPORT CA 93517	MONTEREY COUNTY DISTRICT ATTORNEY PO BOX 1131 SALINAS CA 93902
NAPA COUNTY DISTRICT ATTORNEY 931 PARKWAY MALL NAPA CA 94559	NEVADA COUNTY DISTRICT ATTORNEY 201 CHURCH ST STE 8 NEVADA CITY CA 95959	ORANGE COUNTY DISTRICT ATTORNEY 401 CIVIC CTR DR WEST SANTA ANA CA 92701
PLACER COUNTY DISTRICT ATTORNEY 11562 B AVE AUBURN CA 95603	PLUMAS COUNTY DISTRICT ATTORNEY 520 MAIN ST RM 404 QUINCY CA 95971	RIVERSIDE COUNTY DISTRICT ATTORNEY 4075 MAIN ST RIVERSIDE CA 92501

PUBLIC ENFORCEMENT AGENCY SERVICE LIST

SACRAMENTO COUNTY DISTRICT
ATTORNEY
901 G ST
SACRAMENTO CA 95814

SAN BENITO COUNTY DISTRICT
ATTORNEY
419 FOURTH ST, FL 2
HOLLISTER CA 95023

SAN BERNARDINO COUNTY DISTRICT
ATTORNEY
316 N MTN VIEW AVE
SAN BERNARDINO CA 92415-0004

SAN DIEGO COUNTY DISTRICT ATTORNEY
330 W BROADWAY
SAN DIEGO CA 92101

SAN FRANCISCO COUNTY DISTRICT
ATTORNEY
850 BRYANT ST RM 325
SAN FRANCISCO CA 94103

SAN JOAQUIN COUNTY DISTRICT
ATTORNEY
PO BOX 990
STOCKTON CA 95201-0990

SAN LUIS OBISPO COUNTY DISTRICT
ATTORNEY
CITY GOVERNMENT CTR, 4TH FLR
SAN LUIS OBISPO CA 93408

SAN MATEO COUNTY DISTRICT ATTORNEY
400 COUNTY CTR FL 3
REDWOOD CITY CA 94063

SANTA BARBARA COUNTY DISTRICT
ATTORNEY
1112 SANTA BARBARA ST
SANTA BARBARA CA 93101

SANTA CLARA COUNTY DISTRICT
ATTORNEY
70 W HEDDING ST WEST WING
SAN JOSE CA 95110

SANTA CRUZ COUNTY DISTRICT
ATTORNEY
701 OCEAN ST RM 200
SANTA CRUZ CA 95060

SHASTA COUNTY DISTRICT ATTORNEY
1525 COURT ST FL 3
REDDING CA 96001

SIERRA COUNTY DISTRICT ATTORNEY
PO BOX 457
DOWNIEVILLE CA 95936

SISKIYOU COUNTY DISTRICT ATTORNEY
PO BOX 986
YREKA CA 96097

SOLANO COUNTY DISTRICT ATTORNEY
675 TEXAS ST STE 4500
FAIRFIELD CA 94533

SONOMA COUNTY DISTRICT ATTORNEY
600 ADMINISTRATION DR RM 212-J
SANTA ROSA CA 95403

STANISLAUS COUNTY DISTRICT
ATTORNEY
PO BOX 442
MODESTO CA 95353

SUTTER COUNTY DISTRICT ATTORNEY
446 SECOND ST
YUBA CITY CA 95991

TEHAMA COUNTY DISTRICT ATTORNEY
PO BOX 519
RED BLUFF CA 96080

TRINITY COUNTY DISTRICT ATTORNEY
PO BOX 310
WEAVERVILLE CA 96093

TULARE COUNTY DISTRICT ATTORNEY
221 S MOONEY BLVD RM 224
VISALIA CA 93291

TUOLUMNE COUNTY DISTRICT ATTORNEY
423 N WASHINGTON ST
SONORA CA 95370

VENTURA COUNTY DISTRICT ATTORNEY
800 S VICTORIA AVE
VENTURA CA 93009

YOLO COUNTY DISTRICT ATTORNEY
301 SECOND ST
WOODLAND CA 95695

YUBA COUNTY DISTRICT ATTORNEY
215 FIFTH ST
MARYSVILLE CA 95901

LOS ANGELES CITY ATTORNEY'S OFFICE
800 CITY HALL EAST
200 N MAIN ST
LOS ANGELES CA 90012

SAN DIEGO CITY ATTORNEY'S OFFICE
CIVIC CENTER PLAZA
1200 THIRD AVE STE 1620
SAN DIEGO CA 92101

SAN JOSE CITY ATTORNEY'S OFFICE
200 E SANTA CLARA ST FL 6
SAN JOSE CA 95113

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