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17 Attorneys for Defendants
18 IT WORKS GLOBAL, INC., IT WORKS
19 MARKETING, INC.

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 COUNTY OF MARIN

22 ENVIRONMENTAL RESEARCH
23 CENTER, a California non-profit
24 corporation,

25 Plaintiff,

26 v.

27 IT WORKS GLOBAL, INC., IT WORKS
28 MARKETING, INC., and DOES 1-100

Defendants.

FILED

MAR 10 2015

KIM TURNER, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: J. Chen, Deputy

CASE NO. CIV1304656

[PROPOSED] STIPULATED
CONSENT JUDGMENT; [PROPOSED]
ORDER

Health & Safety Code § 25249.5 et seq.

Action Filed: November 13, 2013
Trial Date: None set

1. INTRODUCTION

1.1 On November 13, 2013, Plaintiff Environmental Research Center ("ERC"), a non-profit corporation, as a private enforcer, and in the public interest, initiated this action by filing a Complaint for Injunctive and Declaratory Relief and Civil Penalties (the "Complaint") pursuant to the provisions of California Health and Safety Code section 25249.5 et seq.

1 (“Proposition 65”), against It Works Global, Inc., It Works Marketing, Inc., and Does 1-100
2 (collectively “It Works”). In this action, ERC alleges that the products listed in ERC’s
3 Proposition 65 60-Day Notice of Violation dated January 18, 2013 (“NOV I”) manufactured,
4 distributed or sold by It Works, as more fully described below, contain lead, a chemical listed
5 under Proposition 65 as a carcinogen and reproductive toxin, and that such products expose
6 consumers at a level requiring a Proposition 65 warning. These products are: 1) It Works
7 Global Regular Support for Colon Function; 2) It Works Global Ultimate ThermoFit
8 Thermogenic Weight Loss Formula with Acai Berry & Capsimax; 3) It Works Global
9 Advanced Formula FatFighter with Carb Inhibitors; 4) It Works Global Confianza Anti-Stress
10 Formula with Natural Adaptogens; 5) It Works Global It’s Vital Advanced Formula Daily
11 Multi-Vitamin, Mineral, Antioxidant, Phytonutrient Supplement; and 6) It Works Global
12 Greens Alkalize Balance Detoxify Orange Flavor.

13 **1.2** The Complaint is based on allegations contained in NOV I that was served on
14 the California Attorney General, other public enforcers, and It Works. A true and correct copy
15 of NOV I is attached as Exhibit A. More than 60 days have passed since NOV I was mailed
16 and uploaded onto the Attorney General’s website, and no designated governmental entity has
17 filed a complaint against It Works with regard to the products or alleged violations listed in
18 NOV I.

19 **1.3** On May 23, 2014, ERC served an additional Proposition 65 60 day Notice on
20 the California Attorney General, other public enforcers, and It Works (“NOV II”) regarding the
21 following additional products manufactured, distributed or sold by It Works 7) It Works!
22 Global It’s Essential Dark Chocolate Berry 8) It Works! Global Greens Berry, and 9) It Works!
23 Global Ultimate ProFit Rich Chocolate (collectively “Additional Products”). A true and
24 correct copy of NOV II is attached as Exhibit B. More than 60 days have passed since NOV II
25 was mailed and uploaded onto the Attorney General’s website, and no designated governmental
26 entity has filed a complaint against It Works with regard to the Additional Products or the
27 alleged violations.

28 **1.4** NOV I and NOV II shall hereinafter collectively be referred to as the Notices.

1 **1.11** Except as expressly set forth herein, nothing in this Consent Judgment shall
2 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
3 other or future legal proceeding unrelated to these proceedings.

4 **1.12** The Effective Date of this Consent Judgment is the date on which it is entered as
5 a Judgment by this Court.

6 **2. JURISDICTION AND VENUE**

7 For purposes of this Consent Judgment only, the Parties stipulate that this Court has
8 jurisdiction over the allegations of violations contained in the Amended Complaint and personal
9 jurisdiction over It Works as to the acts alleged in the Amended Complaint, that venue is proper
10 in Marin County, and that this Court has jurisdiction to enter this Consent Judgment as a full and
11 final resolution of all claims which were or could have been asserted in this action based on the
12 facts alleged in the Notices and the Amended Complaint.

13 **3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS**

14 **3.1** Beginning six months from the Effective Date, It Works shall not manufacture
15 for sale in the State of California, distribute into the State of California¹, or directly sell in the
16 State of California, any Covered Products which expose a person to a daily dose of lead more
17 than 0.5 micrograms per day when the maximum suggested dose is taken as directed on the
18 Covered Product's label, unless each such unit of the Covered Product (1) qualifies as a
19 "Reformulated Covered Product" under Section 3.3, or (2) meets the warning requirements
20 under Section 3.2.

21 **3.2 Clear and Reasonable Warnings**

22 3.2.1. If It Works provides a warning for Covered Products pursuant to Section 3.1, It
23 Works must use the following warning language:

24 **WARNING: This product contains [lead,] a chemical known to the State of**
25 **California to cause [cancer and] birth defects or other reproductive harm.**

26 _____
27 ¹ As used in Consent Judgment, the term "distribute for sale into California" shall mean
28 to directly ship a Covered Product into California for sale in California or to sell a Covered
Product to a distributor that Defendant knows will sell the Covered Product in California.

1 The term "lead" is optional. It Works shall use the term "cancer" in the warning only if
2 the maximum daily dose recommended on the label contains more than 15 micrograms of lead as
3 determined pursuant to the quality control methodology set forth in Section 3.4.

4 3.2.2. For sales to California Customers, It Works shall provide the warning, subject to
5 the provisions of Section 3.2.4, on the following: 1) for website purchases, on It Works' checkout
6 page for California consumers identifying each Covered Product and optionally on the label or
7 container of It Works' product packaging for each Covered Product. 2) for non-website purchases,
8 on the label or container of It Works' product packaging for Each Covered Product.

9 For Purposes of this Consent Judgment, "California Customers" shall mean end users of
10 the Covered Products who are not retailers, distributors, wholesalers, or other resellers of the
11 Covered Products.

12 3.2.3. For sales to California Distributors, It Works shall provide the warning, subject to
13 the provisions of Section 3.2.4, on the one of the following: 1) on the label or container of It
14 Works' product packaging for each Covered Product; 2) for website purchases, on It Works'
15 checkout page for California consumers identifying each Covered Product; or 3) on both It
16 Works' insert in boxes of Covered Products, identifying each Covered Product, shipped to
17 California and on It Works' receipt/invoice in boxes of Covered Products shipped to California,
18 with instructions to place warnings pursuant to Section 3.2.2 if applicable.

19 For Purposes of this Consent Judgment, "California Distributors" shall mean California
20 retailers, distributors, wholesalers, or other resellers of the Covered Products.

21 3.2.4. The warning appearing on the label or container of the product packaging for each
22 Covered Product and on It Works' website (should It Works opt to provide the warning on its
23 website) shall be at least the same size as the largest of any other health or safety warnings
24 correspondingly appearing on the label, container, product or website, if applicable, and the word
25 "WARNING" shall be in all capital letters. No other statements about Proposition 65 or lead
26 may accompany the warning.

27 If It Works opts to provide a warning for website purchases, the warning shall appear
28 prior to completing checkout on the website when a California delivery address is indicated.

1 If It Works provides box warnings, It Works and/or its distributor shall provide one insert
2 warning for each box of products going to a California consumer. The insert warning shall be a
3 minimum of 5 inches x 7 inches. The insert warning shall identify each Covered Product that
4 requires a warning.

5 It Works must display the above warnings with such conspicuousness, as compared with
6 other words, statements, or design of the label or container, as applicable, to render the warning
7 likely to be read and understood by an ordinary individual under customary conditions of purchase
8 or use of the product.

9 3.3 Calculation of Lead Levels; Reformulated Covered Products

10 A Reformulated Covered Product is one for which the maximum recommended daily
11 serving on the label contains no more than 0.5 micrograms of lead per day as determined by the
12 quality control methodology described in Section 3.4. As used in this Consent Judgment, "no
13 more than 0.5 micrograms of lead per day" means that the samples of the testing performed by
14 It Works under Section 3.4 yield a daily exposure of no more than 0.5 micrograms of lead (with
15 daily exposure calculated pursuant to Section 3.4 of this Consent Judgment). For products that
16 cause exposures in excess of 0.5 micrograms of lead per day, It Works shall provide the
17 warning set forth in Section 3.2.

18 3.4 Testing and Quality Control Methodology

19 3.4.1 For purposes of this Consent Judgment, "Daily Lead Exposure Level"
20 shall be measured in micrograms, and shall be calculated using the following formula:
21 micrograms of lead per gram of product, multiplied by grams of product per serving of the
22 product (using the largest serving size appearing on the product label), multiplied by servings
23 of the product per day (using the largest number of servings in a recommended dosage
24 appearing on the product label), which equals micrograms of lead exposure per day, excluding
25 amounts of naturally occurring lead in the ingredients listed in the table below in accordance
26 with the Attorney General's Stipulation Modifying Consent Judgments in *People v Warner*
27 *Lambert, et al* San Fran. Sup. Ct. Case no 984503 as well as the Cocoa powder allowance listed
28 in the table below.

1 **3.4.2** If at any time after the Effective Date, ERC tests a Covered Product and
2 the test results indicate that the Daily Lead Exposure Level is greater than 0.5 micrograms per
3 day, It Works agrees to confidentially supply to ERC within 30 days a list of ingredients,
4 including the percentage of each ingredient ("Ingredient List"), of that particular covered
5 product so that ERC may be able to calculate the daily exposure based on the allowances
6 contained in the table below.

INGREDIENT	NATURALLY OCCURRING AMOUNT OF LEAD
Calcium	0.8 micrograms/1000 milligrams
Ferrous Fumarate	0.4 micrograms/gram
Zinc Oxide	8.0 micrograms/gram
Magnesium Oxide	0.4 micrograms/gram
Magnesium Carbonate	0.332 micrograms/gram
Magnesium Hydroxide	0.4 micrograms/gram
Zinc Gluconate	0.8 micrograms/gram
Potassium Chloride	1.1 micrograms/gram
Cocoa-powder	1.0 micrograms/gram

18 In the event that a dispute arises with respect to compliance with the terms of this
19 Consent Judgment as to any contribution from naturally occurring lead levels under the Section,
20 the Parties shall employ good faith efforts to seek entry of a protective order that governs access
21 to and disclosure of the Ingredient List provided. Should a dispute arise, the Parties shall meet
22 and confer in good faith to settle such dispute amicably.

23 **3.4.3** All testing pursuant to this Consent Judgment shall be performed using a
24 laboratory method that complies with the performance and quality control factors appropriate
25 for the method used, including limit of detection, limit of qualification, accuracy, and precision
26 and meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry (ICP-MS)
27 achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing
28 method subsequently agreed upon in writing by the Parties.

1 **3.4.4** All testing pursuant to this Consent Judgment shall be performed by an
2 independent third-party laboratory certified by the California Environmental Laboratory
3 Accreditation Program for the analysis of heavy metals or an independent third-party laboratory
4 that is registered with the United States Food & Drug Administration. It Works may perform
5 this testing itself only if it provides, in an attachment to the test results It Works provides to
6 ERC, proof that its laboratory meets the requirements in Section 3.4.2 and this Section 3.4.3.
7 Nothing in this Consent Judgment shall limit It Works' ability to conduct, or require that others
8 conduct, additional testing of the Covered Products, including the raw materials used in their
9 manufacture.

10 **3.4.5** It Works shall arrange, for at least three consecutive years and at least
11 once per year, for the lead testing of three randomly selected samples of each Covered Product
12 in the form intended for sale to the end-user to be distributed or sold to California. It Works
13 shall continue testing only while the Covered Products are sold in California or sold to a third
14 party for retail sale in California. If tests conducted pursuant to this Section demonstrate that
15 no warning is required for a Covered Product during each of three consecutive years, then the
16 testing requirements of this Section will no longer be required as to that Covered Product. The
17 requirements of Section 3.4 are not applicable to any Covered Product for which It Works has
18 provided a warning as specified in Section 3.2.

19 **3.4.6** If disclosed to ERC pursuant to the meet and confer obligations of
20 section 6.3 or otherwise disclosed to ERC, these reports shall be deemed and treated by ERC as
21 confidential information under the terms of the confidentiality agreement entered into by the
22 Parties. It Works shall retain all test results and documentation for a period of three years from
23 the date of each test.

24 **4. SETTLEMENT PAYMENT**

25 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
26 penalties, attorney's fees, and costs, It Works shall make a total payment of \$225,000.00 by
27 wire transfer to ERC's escrow account within fifteen (15) days of receiving the Notice of Entry
28 of Judgment. Said payment shall be for the following:

1 4.2 \$98,120.00 shall be considered civil penalties pursuant to California Health and
2 Safety Code section 25249.7(b)(1). Of this amount, \$73,590.00 shall be distributed to the
3 Office of Environmental Health Hazard Assessment (“OEHHA”) and \$24,530.00 shall be
4 retained by ERC. California Health and Safety Code section 25249.12(c)(1) & (d). ERC shall
5 be responsible for distributing the civil penalty to OEHHA.

6 4.3 \$3,119.10 shall be retained by ERC as reimbursement for reasonable costs
7 associated with bringing this action; and \$74,020.64 shall be retained by ERC in lieu of further
8 civil penalties, for the day-to-day business activities such as (1) continued enforcement of
9 Proposition 65, which includes work, analyzing, researching and testing consumer products that
10 may contain Proposition 65 chemicals, focusing on the same or similar type of ingestible
11 products that are the subject matter of the current action; (2) the continued monitoring of past
12 consent judgments and settlements to ensure companies are in compliance with Proposition 65;
13 and (3) giving a donation of \$3,700.00 to the Center for Environmental Health to address
14 reducing toxic chemical exposures in California.

15 4.4 \$21,130.00 shall be distributed to Michael Freund, \$2,497.50 shall be distributed
16 to Ryan Hoffman and \$3,000.00 shall be distributed to Karen Evans as reimbursement of
17 ERC’s attorney’s fees, while \$23,112.76 shall be retained by ERC for reimbursement of its in-
18 house legal fees.

19 **5. MODIFICATION OF CONSENT JUDGMENT**

20 5.1 This Consent Judgment may be modified only (i) by written stipulation of the
21 Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified Consent
22 Judgment.

23 5.2 If It Works seeks to modify this Consent Judgment under Section 5.1, then It
24 Works must provide written notice to ERC of its intent (“Notice of Intent”). If ERC seeks to
25 meet and confer regarding the proposed modification in the Notice of Intent, then ERC must
26 provide written notice to It Works within thirty days of receiving the Notice of Intent. If ERC
27 notifies It Works in a timely manner of ERC’s intent to meet and confer, then the Parties shall
28 meet and confer in good faith as required in this Section. The Parties shall meet in person

1 within thirty (30) days of ERC's notification of its intent to meet and confer. Within thirty days
2 of such meeting, if ERC disputes the proposed modification, ERC shall provide to It Works a
3 written basis for its position. The Parties shall continue to meet and confer for an additional
4 thirty (30) days in an effort to resolve any remaining disputes. The Parties may agree in writing
5 to different deadlines for the meet-and-confer period.

6 **5.3** In the event that It Works initiates or otherwise requests a modification under
7 Section 5.1 for its primary benefit, It Works shall reimburse ERC its costs and reasonable
8 attorney's fees for the time spent in the meet-and-confer process and filing and arguing a joint
9 motion or application in support of a modification of the Consent Judgment. Prior to
10 enforcement of section 5.3, the Parties agree to meet and confer in an attempt to settle any
11 dispute in good faith.

12 **5.4** Where the meet-and-confer process required under any provision in this Consent
13 Judgment does not lead to a joint motion or application in support of a modification of the
14 Consent Judgment, then either Party may seek judicial relief on its own. In such a situation, the
15 prevailing party may seek to recover costs and reasonable attorney's fees. As used in the
16 preceding sentence, the term "prevailing party" means a party who is successful in obtaining
17 relief more favorable to it than the relief that the other party was amenable to providing during
18 the Parties' good faith attempt to resolve the dispute that is the subject of the modification.

19 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
20 **JUDGMENT**

21 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or terminate
22 this Consent Judgment.

23 **6.2** Only after it complies with Section 15 below may any Party, by motion or
24 application for an order to show cause filed with this Court, enforce the terms and conditions
25 contained in this Consent Judgment.

26 **6.3** If ERC alleges that any Covered Product fails to qualify as a Reformulated
27 Covered Product (for which ERC alleges that no warning has been provided), then ERC shall
28 inform It Works in a reasonably prompt manner of its test results, including information

1 sufficient to permit It Works to identify the Covered Products at issue. It Works shall, within
2 thirty days following such notice, provide ERC with testing information, from an independent
3 third-party laboratory meeting the requirements of Sections 3.4.2 and 3.4.3, demonstrating
4 Defendant's compliance with the Consent Judgment, if warranted. The Parties shall first
5 attempt to resolve the matter prior to ERC taking any further legal action.

6 **7. APPLICATION OF CONSENT JUDGMENT**

7 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
8 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
9 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,
10 wholesalers, retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
11 application to Covered Products which are distributed or sold exclusively outside the State of
12 California and which are not used by California consumers. This Consent Judgment shall
13 terminate without further action by any Party when It Works no longer manufactures, distributes
14 or sells all of the Covered Products and all of such Covered Products previously "distributed for
15 sale in California" have reached their expiration dates and are no longer sold.

16 **8. BINDING EFFECT, CLAIMS COVERED AND RELEASED**

17 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC, on
18 behalf of itself and in the public interest, and It Works, of any alleged violation of Proposition
19 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to
20 lead from the handling, use, or consumption of the Covered Products and fully resolves all
21 claims that have been or could have been asserted in this action up to and including the
22 Effective Date for failure to provide Proposition 65 warnings for the Covered Products. ERC,
23 on behalf of itself and in the public interest, hereby discharges It Works and its respective
24 officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions,
25 affiliates, suppliers, franchisees, licensees, customers (not including private label customers of
26 It Works), distributors, wholesalers, retailers, and all other upstream and downstream entities in
27 the distribution chain of any Covered Product, and the predecessors, successors and assigns of
28 any of them (collectively, "Released Parties"), from any and all claims, actions, causes of

1 action, suits, demands, liabilities, damages, penalties, fees, costs and expenses asserted, or that
2 could have been asserted, as to any alleged violation of Proposition 65 arising from the failure
3 to provide Proposition 65 warnings on the Covered Products regarding lead.

4 **8.2** ERC, on behalf of itself only, hereby releases and discharges the Released
5 Parties from all known and unknown claims for alleged violations of Proposition 65 arising
6 from or relating to alleged exposures to lead in the Covered Products as set forth in the Notices.
7 It is possible that other claims not known to the Parties arising out of the facts alleged in the
8 Notices or the Amended Complaint and relating to the Covered Products will develop or be
9 discovered. ERC, on behalf of itself only, acknowledges that this Consent Judgment is
10 expressly intended to cover and include all such claims, including all rights of action therefore.
11 ERC has full knowledge of the contents of California Civil Code section 1542. ERC, on behalf
12 of itself only, acknowledges that the claims released in Sections 8.1 and 8.2 above may include
13 unknown claims, and nevertheless waives California Civil Code section 1542 as to any such
14 unknown claims. California Civil Code section 1542 reads as follows:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
16 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR
17 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
18 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
19 WITH THE DEBTOR.

20 ERC, on behalf of itself only, acknowledges and understands the significance and
21 consequences of this specific waiver of California Civil Code Section 1542.

22 **8.3** Compliance with the terms of this Consent Judgment shall be deemed to
23 constitute compliance by any Released Party with Proposition 65 regarding alleged exposures
24 to lead as set forth in the Notices and the Amended Complaint.

25 **8.4** Nothing in this Consent Judgment is intended to apply to any occupational or
26 environmental exposures arising under Proposition 65, nor shall it apply to any of It Works'
27 products other than the Covered Products.

28 **8.5** ERC and It Works each release and waive all claims they may have against each
other for any statements or actions made or undertaken by them in connection with the Notices

1 or the Amended Complaint; provided, however, that nothing in Section 8 shall affect or limit
2 any Party's right to seek to enforce the terms of this Consent Judgment.

3 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

4 In the event that any of the provisions of this Consent Judgment is held by a court to be
5 unenforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

6 **10. GOVERNING LAW**

7 The terms and conditions of this Consent Judgment shall be governed by and construed in
8 accordance with the laws of the State of California.

9 **11. PROVISION OF NOTICE**

10 All notices required to be given to either Party to this Consent Judgment by the other shall
11 be in writing and sent to the following agents listed below by: (a) first-class, registered, or certified
12 mail; (b) overnight courier; or (c) personal delivery. Courtesy copies via email may also be sent.

13 **FOR ENVIRONMENTAL RESEARCH CENTER:**

14 Chris Heptinstall, Executive Director
15 Environmental Research Center
16 3111 Camino Del Rio North, Suite 400
17 San Diego, CA 92108

18 With a copy to:

19 Michael Freund
20 Ryan Hoffman
21 Michael Freund & Associates
22 1919 Addison Street, Suite 105
23 Berkeley, CA 94704
24 Telephone: (510) 540-1992
25 Facsimile: (510) 540-5543

26 **FOR IT WORKS GLOBAL, INC., IT WORKS
27 MARKETING, INC.**

28 Tim Seat
General Counsel
908 Riverside Drive

1 Palmetto, FL 34221
2 Phone: 941.348.6647

3 With a copy to:

4 James M. Mattesich
5 Anthony J. Cortez
6 Greenberg Traurig, LLP
7 1201 K Street, Suite 1100
8 Sacramento, CA 95814-3938
9 Telephone: (916) 442-1111
10 Facsimile: (916) 448-1709

11 12. COURT APPROVAL

12 12.1 If this Stipulated Consent Judgment is not approved by the Court, it shall be
13 void and have no force or effect.

14 12.2 ERC shall comply with California Health and Safety Code section 25249.7(f)
15 and with Title II of the California Code Regulations, Section 3003.

16 13. EXECUTION AND COUNTERPARTS

17 This Consent Judgment may be executed in counterparts, which taken together shall be
18 deemed to constitute one document. A facsimile or .pdf signature shall be construed as valid as
19 the original signature.

20 14. DRAFTING

21 The terms of this Consent Judgment have been reviewed by the respective counsel for the
22 each Party to this Settlement prior to its signing, and each Party has had an opportunity to fully
23 discuss the terms with counsel. The Parties agree that, in any subsequent interpretation and
24 construction of this Consent Judgment entered thereon, the terms and provisions shall not be
25 construed against any Party.

26 15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

27 If a dispute arises with respect to either Party's compliance with the terms of this Consent
28 Judgment entered by the Court, the Parties shall meet in person or by telephone and endeavor to
resolve the dispute in an amicable manner. No action or motion may be filed in the absence of

1 such a good faith attempt to resolve the dispute beforehand. In the event an action or motion is
2 filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As
3 used in the preceding sentence, the term "prevailing party" means a party who is successful in
4 obtaining relief more favorable to it than the relief that the other party was amenable to providing
5 during the Parties' good faith attempt to resolve the dispute that is the subject of such enforcement
6 action.

7 **16. ENTIRE AGREEMENT, AUTHORIZATION**

8 **16.1** This Consent Judgment contains the sole and entire agreement and
9 understanding of the Parties with respect to the entire subject matter herein, and any and all
10 prior discussions, negotiations, commitments and understandings related hereto. No
11 representations, oral or otherwise, express or implied, other than those contained herein have
12 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
13 herein, shall be deemed to exist or to bind any Party.

14 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully
15 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
16 explicitly provided herein, each Party shall bear its own fees and costs.

17 **17. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF**
18 **CONSENT JUDGMENT**

19 This Consent Judgment has come before the Court upon the request of the Parties. The
20 Parties request the Court to fully review this Consent Judgment and, being fully informed
21 regarding the matters which are the subject of this action, to:

22 (1) Find that the terms and provisions of this Consent Judgment represent a fair and equitable
23 settlement of all matters raised by the allegations of the Complaint, that the matter has been
24 diligently prosecuted, and that the public interest is served by such settlement; and

25 (2) Make the findings pursuant to California Health and Safety Code section 25249.7(f)(4),
26 approve the Settlement, and approve this Consent Judgment.

27 **IT IS SO STIPULATED:**
28

1 Dated: 12/17/, 2014

ENVIRONMENTAL RESEARCH
CENTER

By: [Signature]
Chris Hepburn, Executive Director

2
3
4 Dated: 12/19, 2014

IT WORKS GLOBAL, INC.,
By: [Signature]
Douglas Nooney, Chief Financial Officer
MARK B. PENTECOST, PRESIDENT

5
6
7
8 Dated: 12/19, 2014

IT WORKS MARKETING, INC.,
By: [Signature]
Douglas Nooney, Chief Financial Officer
MARK B. PENTECOST, PRESIDENT

9
10
11
12 APPROVED AS TO FORM:

13 Dated: 12/19, 2014

MICHAEL FREUND & ASSOCIATES

By: [Signature]
Michael Freund
Ryan Hoffman
Attorneys for Environmental Research
Center

14
15
16
17
18
19 Dated: December 19, 2014

GREENBERG TRAUERIG, LLP

By: [Signature]
James M. Mattesich
Anthony J. Cortez
Attorneys for It Works Global, Inc. and
It Works Marketing, Inc.

JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

MAR 10 2015

Dated: _____, 2014

GEOFFREY M. HOWARD

Judge of the Superior Court

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MICHAEL FREUND

ATTORNEY AT LAW
1919 Addison Street, Suite 105
BERKELEY, CALIFORNIA 94704-101

TEL 510/540-1992
FAX 510/540-5543
EMAIL FREUND1@AOL.COM

January 18, 2013

**NOTICE OF VIOLATIONS OF
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ.
(PROPOSITION 65)**

Dear Alleged Violators and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center ("ERC"), 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. (619) 500-3090. ERC's Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by reducing the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), which is codified as California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violators identified below failed to provide the required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Health and Safety Code Section 25249.7(d), ERC intends to file a private enforcement action in the public interest 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.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is attached with the copy of this letter served to the alleged Violators identified below.

Alleged Violators. The names of the companies covered by this notice and who violated Proposition 65 (hereinafter "the Violators") are:

It Works Global, Inc. and It Works Marketing, Inc.

Consumer Products and Listed Chemicals. The products that are the subject of this notice and the chemical in those products identified as exceeding allowable levels are:

- **It Works Global Regular Support for Colon Function – Lead**
- **It Works Global Ultimate ThermoFit Thermogenic Weight Loss Formula with Acai Berry & Capsimax – Lead**
- **It Works Global Advanced Formula FatFighter with Carb Inhibitors – Lead**
- **It Works Global Confianza Anti-Stress Formula with Natural Adaptogens – Lead**
- **It Works Global It's Vital Advanced Formula Daily Multi-Vitamin, Mineral, Antioxidant, Phytonutrient Supplement – Lead**
- **It Works Global Greens Alkalize Balance Detoxify Orange Flavor – Lead**

Exhibit A

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

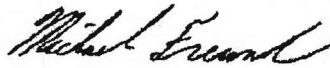
Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least January 18, 2010, as well as every day since the products were introduced into the California marketplace, and will continue every day until the Violators provide clear and reasonable warnings to product purchasers and users or until these known toxic chemicals are either removed from the products or reduced to allowable levels. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violators violated Proposition 65 because they failed to provide persons handling and/or using these products with appropriate warnings that those persons are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violators to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as expensive and time-consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violations to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



Michael Freund

Attachments

- Certificate of Merit
- Certificate of Service
- OEHHA Summary (to It Works Global, Inc. and It Works Marketing, Inc. and their Registered Agent, The Mackraz Law Office, P.C., 401 Hall Street SW, Ste. 134, Grand Rapids, Michigan 49503)
- Additional Information Supporting Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by It Works Global, Inc. and It Works Marketing, Inc.

I, Michael Freund, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged the parties identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

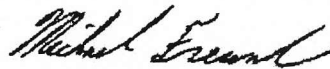
2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on 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 plaintiff's case can be established and that the information did not prove that the alleged Violators will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & 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: January 18, 2013



Michael Freund

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 of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On January 18, 2013, I served the following documents: **NOTICE OF VIOLATIONS 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 parties by placing a true and correct copy thereof in a sealed envelope, addressed to the parties listed below and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Mark Pentecost, Current President and CEO
It Works Global, Inc.
5325 State Road 64 East
Bradenton, FL 34208

The Mackraz Law Office, P.C., Resident Agent of It Works Global, Inc.
401 Hall Street SW, Suite 134
Grand Rapids, MI 49503

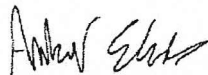
Current President or CEO
It Works Marketing, Inc.
2006 44th Street SE
Grand Rapids, MI 49508

On January 18, 2013, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Post Office Box 70550
Oakland, CA 94612-0550

On January 18, 2013, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Priority Mail.

Executed on January 18, 2013, in Fort Oglethorpe, Georgia.



Amber Schaub

Notice of Violations of California Health & Safety Code §25249.5 *et seq.*

January 18, 2013

Page 5

Service List

District Attorney, Alameda County
1225 Fallon Street, Suite 900
Oakland, CA 94612

District Attorney, Alpine County
P.O. Box 248
Markleeville, CA 96120

District Attorney, Amador County
708 Court Street, Suite 202
Jackson, CA 95642

District Attorney, Butte County
25 County Center Drive, Suite 245
Oroville, CA 95965

District Attorney, Calaveras County
891 Mountain Ranch Road
San Andreas, CA 95249

District Attorney, Colusa County
346 Fifth Street Suite 101
Colusa, CA 95932

District Attorney, Contra Costa County
900 Ward Street
Martinez, CA 94553

District Attorney, Del Norte County
450 H Street, Room 171
Crescent City, CA 95531

District Attorney, El Dorado County
515 Main Street
Placerville, CA 95667

District Attorney, Fresno County
2220 Tulare Street, Suite 1000
Fresno, CA 93721

District Attorney, Glenn County
Post Office Box 430
Willows, CA 95988

District Attorney, Humboldt County
825 5th Street 4th Floor
Eureka, CA 95501

District Attorney, Imperial County
940 West Main Street, Ste 102
El Centro, CA 92243

District Attorney, Inyo County
230 W. Line Street
Bishop, CA 93514

District Attorney, Kern County
1215 Truxtun Avenue
Bakersfield, CA 93301

District Attorney, Kings County
1400 West Lacey Boulevard
Hanford, CA 93230

District Attorney, Lake County
255 N. Forbes Street
Lakeport, CA 95453

District Attorney, Lassen County
220 South Lassen Street, Ste. 8
Susanville, CA 96130

District Attorney, Los Angeles County
210 West Temple Street, Suite 18000
Los Angeles, CA 90012

District Attorney, Madera County
209 West Yosemite Avenue
Madera, CA 93637

District Attorney, Marin County
3501 Civic Center Drive, Room 130
San Rafael, CA 94903

District Attorney, Mariposa County
Post Office Box 730
Mariposa, CA 95338

District Attorney, Mendocino County
Post Office Box 1000
Ukiah, CA 95482

District Attorney, Merced County
550 W. Main Street
Merced, CA 95340

District Attorney, Modoc County
204 S Court Street, Room 202
Alturas, CA 96101-4020

District Attorney, Mono County
Post Office Box 617
Bridgeport, CA 93517

District Attorney, Monterey County
Post Office Box 1131
Salinas, CA 93902

District Attorney, Napa County
931 Parkway Mall
Napa, CA 94559

District Attorney, Nevada County
110 Union Street
Nevada City, CA 95959

District Attorney, Orange County
401 West Civic Center Drive
Santa Ana, CA 92701

District Attorney, Placer County
10810 Justice Center Drive, Ste 240
Roseville, CA 95678

District Attorney, Plumas County
520 Main Street, Room 404
Quincy, CA 95971

District Attorney, Riverside County
3960 Orange Street
Riverside, CA 92501

District Attorney, Sacramento County
901 "G" Street
Sacramento, CA 95814

District Attorney, San Benito County
419 Fourth Street, 2nd Floor
Hollister, CA 95023

District Attorney, San Bernardino County
316 N. Mountain View Avenue
San Bernardino, CA 92415-0004

District Attorney, San Diego County
330 West Broadway, Suite 1300
San Diego, CA 92101

District Attorney, San Francisco County
850 Bryant Street, Suite 322
San Francisco, CA 94103

District Attorney, San Joaquin County
222 E. Weber Ave. Rm. 202
Stockton, CA 95202

District Attorney, San Luis Obispo County
1035 Palm St, Room 450
San Luis Obispo, CA 93408

District Attorney, San Mateo County
400 County Ctr., 3rd Floor
Redwood City, CA 94063

District Attorney, Santa Barbara County
1112 Santa Barbara Street
Santa Barbara, CA 93101

District Attorney, Santa Clara County
70 West Hedding Street
San Jose, CA 95110

District Attorney, Santa Cruz County
701 Ocean Street, Room 200
Santa Cruz, CA 95060

District Attorney, Shasta County
1355 West Street
Redding, CA 96001

District Attorney, Sierra County
PO Box 457
Downieville, CA 95936

District Attorney, Siskiyou County
Post Office Box 986
Yreka, CA 96097

District Attorney, Solano County
675 Texas Street, Ste 4500
Fairfield, CA 94533

District Attorney, Sonoma County
600 Administration Drive,
Room 212J
Santa Rosa, CA 95403

District Attorney, Stanislaus County
832 12th Street, Ste 300
Modesto, CA 95354

District Attorney, Sutter County
446 Second Street
Yuba City, CA 95991

District Attorney, Tehama County
Post Office Box 519
Red Bluff, CA 96080

District Attorney, Trinity County
Post Office Box 310
Weaverville, CA 96093

District Attorney, Tulare County
221 S. Mooney Blvd., Room 224
Visalia, CA 93291

District Attorney, Tuolumne County
423 N. Washington Street
Sonora, CA 95370

District Attorney, Ventura County
800 South Victoria Ave, Suite 314
Ventura, CA 93009

District Attorney, Yolo County
301 2nd Street
Woodland, CA 95695

District Attorney, Yuba County
215 Fifth Street, Suite 152
Marysville, CA 95901

Los Angeles City Attorney's Office
City Hall East
200 N. Main Street, Suite 800
Los Angeles, CA 90012

San Diego City Attorney's Office
1200 3rd Avenue, Ste 1620
San Diego, CA 92101

San Francisco, City Attorney
City Hall, Room 234
1 Dr Carlton B Goodlett PL
San Francisco, CA 94102

San Jose City Attorney's Office
200 East Santa Clara Street,
16th Floor
San Jose, CA 95113

Michael Freund & Associates

1919 Addison Street, Suite 105
Berkeley, CA 94704
Voice: 510.540.1992 • Fax: 510.540.5543

Michael Freund, Esq.
Ryan Hoffman, Esq.

OF COUNSEL:
Denise Ferkich Hoffman, Esq.

May 23, 2014

**NOTICE OF VIOLATION OF
CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 ET SEQ.
(PROPOSITION 65)**

Dear Alleged Violators and the Appropriate Public Enforcement Agencies:

I represent Environmental Research Center ("ERC"), 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. (619) 500-3090. ERC's Executive Director is Chris Heptinstall. ERC is a California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by bringing about a reduction in the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

ERC has identified violations of California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), which is codified at California Health & Safety Code §25249.5 *et seq.*, with respect to the products identified below. These violations have occurred and continue to occur because the alleged Violators identified below failed to provide required clear and reasonable warnings with these products. This letter serves as a notice of these violations to the alleged Violators and the appropriate public enforcement agencies. Pursuant to Health and Safety Code Section 25249.7(d), ERC intends to file a private enforcement action in the public interest 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.

General Information about Proposition 65. A copy of a summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is enclosed with this letter served to the alleged Violators identified below.

Alleged Violators. The names of the companies covered by this notice that violated Proposition 65 (hereinafter the "Violators") are:

It Works! Global, Inc.
It Works Marketing, Inc.

Consumer Products and Listed Chemicals. The products that are the subject of this notice and the chemical in those products identified as exceeding allowable levels are:

- 1. It Works! Global It's Essential Dark Chocolate Berry – Lead**
- 2. It Works! Global Greens Berry - Lead**
- 3. It Works! Global Ultimate ProFit Rich Chocolate – Lead**

On February 27, 1987, the State of California officially listed lead as a chemical known to cause developmental toxicity, and male and female reproductive toxicity. On October 1, 1992, the State of California officially listed lead and lead compounds as chemicals known to cause cancer.

It should be noted that ERC may continue to investigate other products that may reveal further violations and result in subsequent notices of violations.

Exhibit B

Notice of Violation of California Health & Safety Code §25249.5 *et seq.*

May 23, 2014

Page 2


Route of Exposure. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and recommended use of these products. Consequently, the primary route of exposure to these chemicals has been and continues to be through ingestion, but may have also occurred and may continue to occur through inhalation and/or dermal contact.

Approximate Time Period of Violations. Ongoing violations have occurred every day since at least May 23, 2011, as well as every day since the products were introduced into 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 either removed from or reduced to allowable levels in the products. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to the identified chemicals. The method of warning should be a warning that appears on the product label. The Violators violated Proposition 65 because they failed to provide persons handling and/or using these products with appropriate warnings that they are being exposed to these chemicals.

Consistent with the public interest goals of Proposition 65 and a desire to have these ongoing violations of California law quickly rectified, ERC is interested in seeking a constructive resolution of this matter that includes an enforceable written agreement by the Violators to: (1) reformulate the identified products so as to eliminate further exposures to the identified chemicals, or provide appropriate warnings on the labels of these products; and (2) pay an appropriate civil penalty. Such a resolution will prevent further unwarned consumer exposures to the identified chemicals, as well as an expensive and time consuming litigation.

ERC has retained me as legal counsel in connection with this matter. **Please direct all communications regarding this Notice of Violation to my attention at the law office address and telephone number indicated on the letterhead.**

Sincerely,



Michael Freund

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to It Works! Global, Inc. and It Works Marketing, Inc. and their Registered Agents for Service of Process only)

Additional Supporting Information for Certificate of Merit (to AG only)

CERTIFICATE OF MERIT

Re: Environmental Research Center's Notice of Proposition 65 Violations by It Works! Global, Inc. and It Works Marketing, Inc.

I, Michael Freund, declare:

1. This Certificate of Merit accompanies the attached 60-day notice in which it is alleged that the parties identified in the notice violated California Health & Safety Code Section 25249.6 by failing to provide clear and reasonable warnings.

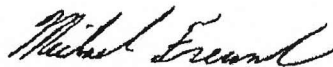
2. I am an attorney for the noticing party.

3. I have consulted with one or more persons with relevant and appropriate experience or expertise who have reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the notice.

4. Based on the information obtained through those consultants, and on 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 plaintiff's case can be established and that the information did not prove that the alleged Violators will be able to establish any of the affirmative defenses set forth in the statute.

5. Along with the copy of this Certificate of Merit served on the Attorney General is attached additional factual information sufficient to establish the basis for this certificate, including the information identified in California Health & 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: May 23, 2014



Michael Freund

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 of age, and am not a party to the within entitled action. My business address is 306 Joy Street, Fort Oglethorpe, Georgia 30742. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Fort Oglethorpe, Georgia.

On May 23, 2014, 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 parties by placing a true and correct copy thereof in a sealed envelope, addressed to the party listed below and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current President or CEO
It Works! Global, Inc.
5325 State Road 64 East
Bradenton, FL 34208

Timothy Seat
(It Works! Global, Inc.'s Registered
Agent for Service of Process)
5325 State Road 64 East
Bradenton, FL 34208

Current President or CEO
It Works Marketing, Inc.
5325 State Road 64 East
Bradenton, FL 34208

Timothy Seat
(It Works Marketing, Inc.'s Registered
Agent for Service of Process)
5325 State Road 64 East
Bradenton, FL 34208

Current President or CEO
It Works Marketing, Inc.
2006 44th Street SE
Grand Rapids, MI 49508

Current President or CEO
It Works! Global, Inc.
2006 44th Street SE
Grand Rapids, MI 49508

Current President or CEO
It Works Marketing, Inc.
4505 Newpoint Place
Lawrenceville, GA 30043

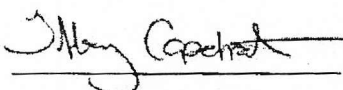
Current President or CEO
It Works! Global, Inc.
4505 Newpoint Place
Lawrenceville, GA 30043

On May 23, 2014, I electronically served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT; ADDITIONAL SUPPORTING INFORMATION FOR CERTIFICATE OF MERIT AS REQUIRED BY CALIFORNIA HEALTH & SAFETY CODE §25249.7(d)(1)** on the following party by uploading a true and correct copy thereof on the California Attorney General's website, which can be accessed at <https://oag.ca.gov/prop65/add-60-day-notice>:

Office of the California Attorney General
Prop 65 Enforcement Reporting
1515 Clay Street, Suite 2000
Oakland, CA 94612-0550

On May 23, 2014, I served the following documents: **NOTICE OF VIOLATION, CALIFORNIA HEALTH & SAFETY CODE §25249.5 ET SEQ.; CERTIFICATE OF MERIT** on each of the parties on the Service List attached hereto by placing a true and correct copy thereof in a sealed envelope, addressed to each of the parties on the Service List attached hereto, and depositing it at a U.S. Postal Service Office with the postage fully prepaid for delivery by Priority Mail.

Executed on May 23, 2014, in Fort Oglethorpe, Georgia.



Tiffany Capehart

Notice of Violation of California Health & Safety Code §25249.5 *et seq.*

May 23, 2014

Page 5

Service List

District Attorney, Alameda County 1225 Fallon Street, Suite 900 Oakland, CA 94612	District Atto 210 West Temple Street, Suite 18000 Los Angeles, CA 90012	y, San Diego County 330 West Broadway, Suite 1300 San Diego, CA 92101	District Attorney, Tuolumne County 423 N. Washington Street Sonora, CA 95370
District Attorney, Alpine County P.O. Box 248 Markleeville, CA 96120	District Attorney, Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney, San Francisco County 850 Bryant Street, Suite 322 San Francisco, CA 94103	District Attorney, Ventura County 800 South Victoria Ave, Suite 314 Ventura, CA 93009
District Attorney, Amador County 708 Court Street Jackson, CA 95642	District Attorney, Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney, San Joaquin County 222 E. Weber Ave. Rm. 202 Stockton, CA 95202	District Attorney, Yolo County 301 2 nd Street Woodland, CA 95695
District Attorney, Butte County 25 County Center Drive, Suite 245 Oroville, CA 95965	District Attorney, Mariposa County Post Office Box 730 Mariposa, CA 95338	District Attorney, San Luis Obispo County 1035 Palm St, Room 450 San Luis Obispo, CA 93408	District Attorney, Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney, Calaveras County 891 Mountain Ranch Road San Andreas, CA 95249	District Attorney, Mendocino County Post Office Box 1000 Ukiah, CA 95482	District Attorney, San Mateo County 400 County Ctr., 3 rd Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Suite 800 Los Angeles, CA 90012
District Attorney, Colusa County 346 Fifth Street Suite 101 Colusa, CA 95932	District Attorney, Merced County 550 W. Main Street Merced, CA 95340	District Attorney, Santa Barbara County 1112 Santa Barbara Street Santa Barbara, CA 93101	San Diego City Attorney's Office 1200 3rd Avenue, Ste 1620 San Diego, CA 92101
District Attorney, Contra Costa County 900 Ward Street Martinez, CA 94553	District Attorney, Modoc County 204 S Court Street, Room 202 Alturas, CA 96101-4020	District Attorney, Santa Clara County 70 West Hedding Street San Jose, CA 95110	San Francisco, City Attorney City Hall, Room 234 1 Dr Carlton B Goodlett PL San Francisco, CA 94102
District Attorney, Del Norte County 450 H Street, Room 171 Crescent City, CA 95531	District Attorney, Mono County Post Office Box 617 Bridgeport, CA 93517	District Attorney, Santa Cruz County 701 Ocean Street, Room 200 Santa Cruz, CA 95060	San Jose City Attorney's Office 200 East Santa Clara Street, 16 th Floor San Jose, CA 95113
District Attorney, El Dorado County 515 Main Street Placerville, CA 95667	District Attorney, Monterey County Post Office Box 1131 Salinas, CA 93902	District Attorney, Shasta County 1355 West Street Redding, CA 96001	
District Attorney, Fresno County 2220 Tulare Street, Suite 1000 Fresno, CA 93721	District Attorney, Napa County 931 Parkway Mall Napa, CA 94559	District Attorney, Sierra County PO Box 457 Downieville, CA 95936	
District Attorney, Glenn County Post Office Box 430 Willows, CA 95988	District Attorney, Nevada County 201 Commercial Street Nevada City, CA 95959	District Attorney, Siskiyou County Post Office Box 986 Yreka, CA 96097	
District Attorney, Humboldt County 825 5th Street 4 th Floor Eureka, CA 95501	District Attorney, Orange County 401 West Civic Center Drive Santa Ana, CA 92701	District Attorney, Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533	
District Attorney, Imperial County 940 West Main Street, Ste 102 El Centro, CA 92243	District Attorney, Placer County 10810 Justice Center Drive, Ste 240 Roseville, CA 95678	District Attorney, Sonoma County 600 Administration Drive, Room 212J Santa Rosa, CA 95403	
District Attorney, Inyo County 230 W. Line Street Bishop, CA 93514	District Attorney, Plumas County 520 Main Street, Room 404 Quincy, CA 95971	District Attorney, Stanislaus County 832 12 th Street, Ste 300 Modesto, CA 95354	
District Attorney, Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney, Riverside County 3960 Orange Street Riverside, CA 92501	District Attorney, Sutter County 446 Second Street Yuba City, CA 95991	
District Attorney, Kings County 1400 West Lacey Boulevard Hanford, CA 93230	District Attorney, Sacramento County 901 "G" Street Sacramento, CA 95814	District Attorney, Tehama County Post Office Box 519 Red Bluff, CA 96080	
District Attorney, Lake County 255 N. Forbes Street Lakeport, CA 95453	District Attorney, San Benito County 419 Fourth Street, 2 nd Floor Hollister, CA 95023	District Attorney, Trinity County Post Office Box 310 Weaverville, CA 96093	
District Attorney, Lassen County 220 South Lassen Street, Ste. 8 Susanville, CA 96130	District Attorney, San Bernardino County 316 N. Mountain View Avenue San Bernardino, CA 92415-0004	District Attorney, Tulare County 221 S. Mooney Blvd., Room 224 Visalia, CA 93291	