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ENVIRONMENTAL RESEARCH CENTER

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13 Attorney for Defendants
14 RBC LIFE SCIENCES, INC., and RBC LIFE
SCIENCES USA, INC.
15

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF ALAMEDA

18 ENVIRONMENTAL RESEARCH
19 CENTER, a California non-profit
corporation,

20 Plaintiff,

21 v.

22 RBC LIFE SCIENCES, INC., a Texas
23 Corporation, and RBC LIFE SCIENCES
USA, INC., a Texas Corporation,

24 Defendants.
25
26
27
28

ENDORSED
FILED
ALAMEDA COUNTY

JUN 29 2015

K. McCoy, Exec. Off./Clerk

CASE NO. RG14745043

STIPULATED CONSENT JUDGMENT;
[PROPOSED] ORDER

Health & Safety Code § 25249.5 et seq.

Action Filed: October 20, 2014
Trial Date: None set

1 **1. INTRODUCTION**

2 **1.1** On October 20, 2014, Plaintiff Environmental Research Center (“ERC”), a
3 non-profit corporation, as a private enforcer, and in the public interest, initiated this action by
4 filing a Complaint for Injunctive Relief and Civil Penalties (the “Complaint”) pursuant to the
5 provisions of California Health and Safety Code section 25249.5 *et seq.* (“Proposition 65”),
6 against RBC LIFE SCIENCES, INC., RBC LIFE SCIENCES USA, INC., and RBC LIFE
7 SCIENCES CANADA INC. On January 23, 2015, ERC dismissed the action with prejudice
8 with respect to Defendant RBC LIFE SCIENCES CANADA, INC. (Defendant RBC LIFE
9 SCIENCES, INC. and Defendant RBC LIFE SCIENCES USA, INC. are referred to
10 collectively as “RBC”). In this action, ERC alleges that the following products referred to
11 hereinafter individually as “Covered Product” or collectively as “Covered Products”,
12 manufactured, distributed or sold by RBC contain lead, a chemical listed under Proposition 65
13 as a carcinogen and reproductive toxin, and expose consumers at a level requiring a Proposition
14 65 warning:

- 15 **1. RBC Life Sciences Inc. NeuroBright**
16 **2. RBC Life Sciences Inc. 24Seven**
17 **3. RBC Life Sciences Inc. Green Phyto-Power**
18 **4. RBC Life Sciences Inc. Artichoke Liver Cleanse**
19 **5. RBC Life Sciences Inc. Diosin**
20 **6. RBC Life Sciences Inc. Pure Life Cleanse**
21 *(kit includes the below products)*
22 **-RBC Life Sciences Inc. Pure Life Cleanse AM**
23 **-RBC Life Sciences Inc. Pure Life Cleanse PM**
24 **7. RBC Life Sciences Inc. Colo-Vada Plus Program Two Packet 1**
25 **8. RBC Life Sciences Inc. Colo-Vada Plus Program Two Packet 2**
26 **9. RBC Life Sciences Inc. Colo-Vada Plus Program Two Packet 3**
27 **10. RBC Life Sciences Inc. Colo-Vada Plus Colo-Vada Mix**
28

1 **1.2** ERC is a California non-profit corporation dedicated to, among other causes,
2 helping safeguard the public from health hazards by reducing the use and misuse of hazardous
3 and toxic chemicals, facilitating a safe environment for consumers and employees, and
4 encouraging corporate responsibility.

5 **1.3** RBC LIFE SCIENCES, INC. AND RBC LIFE SCIENCES USA, INC. are Texas
6 Corporations that, at all relevant times for the purpose of this Consent Judgment, employed ten or
7 more persons and qualified as a “person in the course of business” within the meaning of
8 Proposition 65. RBC LIFE SCIENCES, INC. AND RBC LIFE SCIENCES USA, INC.
9 manufacture, distribute and/or sell the Covered Products.

10 **1.4** ERC and RBC are referred to individually as “Party” or collectively as the
11 “Parties.”

12 **1.5** The Complaint is based on allegations contained in ERC’s Notice of Violation,
13 dated April 4, 2014, that was served on the California Attorney General, other public enforcers,
14 and RBC (“Notice”). A true and correct copy of the Notice is attached as Exhibit A and is
15 hereby incorporated by reference. More than 60 days have passed since the Notice was mailed
16 and uploaded onto the Attorney General’s website, and no designated governmental entity has
17 filed a complaint against RBC with regard to the Covered Products or the alleged violations.

18 **1.6** ERC’s Notice and Complaint allege that use of the Covered Products exposes
19 persons in California to lead without first providing clear and reasonable warnings in violation
20 of California Health and Safety Code section 25249.6. RBC denies all material allegations
21 contained in the Notice and Complaint.

22 **1.7** The Parties have entered into this Consent Judgment in order to settle,
23 compromise and resolve disputed claims and thus avoid prolonged and costly litigation.
24 Nothing in this Consent Judgment shall constitute or be construed as an admission by any of
25 the Parties, or by any of their respective officers, directors, shareholders, employees, agents,
26 parent companies, subsidiaries, divisions, affiliates, franchises, licensees, customers, suppliers,
27 manufacturers, distributors, wholesalers, or retailers. Except for the representations made
28 above, nothing in this Consent Judgment shall be construed as an admission by the Parties of

1 any fact, issue of law, or violation of law, nor shall compliance with this Consent Judgment be
2 construed as an admission by the Parties of any fact, issue of law, or violation of law, at any
3 time, for any purpose.

4 **1.8** Except as expressly set forth herein, nothing in this Consent Judgment shall
5 prejudice, waive, or impair any right, remedy, argument, or defense the Parties may have in any
6 other or future legal proceeding unrelated to these proceedings.

7 **1.9** The Effective Date of this Consent Judgment is the date on which it is entered as
8 a Judgment by this Court.

9 **2. JURISDICTION AND VENUE**

10 For purposes of this Consent Judgment and for any further court action that may become
11 necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter
12 jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction
13 over RBC as to the acts alleged in the Complaint, that venue is proper in Alameda County, and
14 that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all
15 claims up through and including the Effective Date which were or could have been asserted in this
16 action based on the facts alleged in the Notice and Complaint.

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

18 **3.1** Beginning on the Effective Date, RBC shall be permanently enjoined from
19 manufacturing for sale in the State of California, "Distributing into the State of California", or
20 directly selling in the State of California, any Covered Product which exposes a person to a
21 "Daily Exposure Level" of more than 0.5 micrograms per day when the maximum suggested
22 dose is taken as directed on the Covered Product's label, unless it meets the warning
23 requirements under Section 3.2.

24 **3.1.1** As used in Consent Judgment, the term "Distributing into the State of
25 California" shall mean to directly ship a Covered Product into California for sale in California
26 or to sell a Covered Product to a distributor that RBC knows will sell the Covered Product in
27 California.

1 **3.1.2** For purposes of this Consent Judgment, "Daily Lead Exposure Level"
2 shall be measured in micrograms, and shall be calculated using the following formula:
3 micrograms of lead per gram of product, multiplied by grams of product per serving of the
4 product (using the largest serving size appearing on the product label), multiplied by servings
5 of the product per day (using the largest number of servings in a recommended dosage
6 appearing on the product label), which equals micrograms of lead exposure per day.

7 **3.2 Clear and Reasonable Warnings**

8 If RBC is required to provide a warning pursuant to Section 3.1, the following warning
9 must be utilized:

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

12 RBC shall use the phrase "cancer and" in the warning only if the maximum daily dose
13 recommended on the label contains more than 15 micrograms of lead.

14 The warning shall be securely affixed to or printed upon the container or label of each
15 Covered Product. The warning shall be at least the same size as the largest of any other health or
16 safety warnings correspondingly appearing on its website or on the label or container of RBC's
17 product packaging and the word "**WARNING**" shall be in all capital letters and in bold print. No
18 other statements about Proposition 65 or lead may accompany the warning.

19 RBC must display the above warnings with such conspicuousness, as compared with other
20 words, statements, or design of the label or container, as applicable, to render the warning likely to
21 be read and understood by an ordinary individual under customary conditions of purchase or use
22 of the product.

23 **4. SETTLEMENT PAYMENT**

24 **4.1** In full satisfaction of all potential civil penalties, payment in lieu of civil
25 penalties, attorney's fees, and costs, RBC shall make a total payment of \$75,000 ("Total
26 Settlement Amount") to ERC according to the following schedule:

- 27 a. \$22,500 within 5 days of the Effective Date.
28 b. \$10,500 within 35 days of the Effective Date.

- 1 c. \$10,500 within 65 days of the Effective Date.
- 2 d. \$10,500 within 95 days of the Effective Date.
- 3 e. \$10,500 within 125 days of the Effective Date.
- 4 f. 10,500 within 155 days of the Effective Date

5 RBC shall make this payment by wire transfer to ERC's escrow account, for which
6 ERC will give RBC the necessary account information. The Total Settlement Amount shall be
7 apportioned as follows:

8 **4.2** \$30,000 shall be considered a civil penalty pursuant to California Health and
9 Safety Code §25249.7(b)(1). ERC shall remit 75% (\$22,500) of the civil penalty to the Office
10 of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking
11 Water and Toxic Enforcement Fund in accordance with California Health and Safety Code
12 §25249.12(c). ERC will retain the remaining 25% (\$7,500) of the civil penalty.

13 **4.3** \$4,799.04 shall be distributed to ERC as reimbursement for reasonable costs
14 as a result of work in bringing this action

15 **4.4** \$25,983.00 shall be distributed to Lozeau Drury LLP as reimbursement of
16 ERC's attorney's fees and \$14,217.96 shall be distributed to ERC for its in-house legal fees.

17 **5. MODIFICATION OF CONSENT JUDGMENT**

18 **5.1** This Consent Judgment may be modified only (i) by written stipulation of
19 the Parties or pursuant to Section 5.4 and (ii) upon entry by the Court of a modified consent
20 judgment.

21 **5.2** If RBC seeks to modify this Consent Judgment under Section 5.1, then RBC
22 must provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks to meet and
23 confer regarding the proposed modification in the Notice of Intent, then ERC must provide
24 written notice to RBC within thirty days of receiving the Notice of Intent. If ERC notifies RBC
25 in a timely manner of ERC's intent to meet and confer, then the Parties shall meet and confer in
26 good faith as required in this Section. The Parties shall meet in person or via telephone within
27 thirty (30) days of ERC's notification of its intent to meet and confer. Within thirty days of
28 such meeting, if ERC disputes the proposed modification, ERC shall provide to RBC a written

1 basis for its position. The Parties shall continue to meet and confer for an additional thirty (30)
2 days in an effort to resolve any remaining disputes. Should it become necessary, the Parties
3 may agree in writing to different deadlines for the meet-and-confer period.

4 **5.3** In the event that RBC initiates or otherwise requests a modification under
5 Section 5.1, and the meet and confer process leads to a joint motion or application of the
6 Consent Judgment, RBC shall reimburse ERC its costs and reasonable attorney's fees for the
7 time spent in the meet-and-confer process and filing and arguing the motion or application.

8 **5.4** Where the meet-and-confer process does not lead to a joint motion or
9 application in support of a modification of the Consent Judgment, then either Party may seek
10 judicial relief on its own. In such a situation, the prevailing party may seek to recover costs and
11 reasonable attorney's fees. As used in the preceding sentence, the term "prevailing party"
12 means a party who is successful in obtaining relief more favorable to it than the relief that the
13 other party was amenable to providing during the Parties' good faith attempt to resolve the
14 dispute that is the subject of the modification.

15 **6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT**
16 **JUDGMENT**

17 **6.1** This Court shall retain jurisdiction of this matter to enforce, modify or
18 terminate this Consent Judgment.

19 **7. APPLICATION OF CONSENT JUDGMENT**

20 This Consent Judgment may apply to, be binding upon, and benefit the Parties and their
21 respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries,
22 divisions, affiliates, franchisees, licensees, customers (excluding private labelers), distributors,
23 wholesalers, retailers, predecessors, successors, and assigns. This Consent Judgment shall have no
24 application to Covered Products which are distributed or sold exclusively outside the State of
25 California and which are not used by California consumers.

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

27 **8.1** This Consent Judgment is a full, final, and binding resolution between ERC,
28 on behalf of itself and in the public interest, and RBC, of any alleged violation of Proposition

1 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to
2 lead from the handling, use, or consumption of the Covered Products and fully resolves all
3 claims that have been or could have been asserted in this action up to and including the
4 Effective Date for failure to provide Proposition 65 warnings for the Covered Products. ERC,
5 on behalf of itself and in the public interest, hereby discharges RBC and its respective officers,
6 directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates,
7 suppliers, franchisees, licensees, customers (not including private label customers of RBC),
8 manufacturers, distributors, wholesalers, retailers, and all other upstream and downstream
9 entities in the distribution chain of any Covered Product, and the predecessors, successors and
10 assigns of any of them (collectively, "Released Parties"), from any and all claims, actions,
11 causes of action, suits, demands, liabilities, damages, penalties, fees, costs and expenses
12 asserted, or that could have been asserted, as to any alleged violation of Proposition 65 arising
13 from the failure to provide Proposition 65 warnings on the Covered Products regarding lead or
14 any other claims alleged in this action.

15 **8.2** ERC on its own behalf only, on one hand, and RBC on its own behalf only,
16 on the other, further waive and release any and all claims they may have against each other for
17 all actions or statements made or undertaken in the course of seeking or opposing enforcement
18 of Proposition 65 in connection with the Notice or Complaint up through and including the
19 Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's
20 right to seek to enforce the terms of this Consent Judgment.

21 **8.3** It is possible that other claims not known to the Parties arising out of the
22 facts alleged in the Notice or the Complaint and relating to the Covered Products will develop
23 or be discovered. ERC on behalf of itself only, on one hand, and RBC, on the other hand,
24 acknowledge that this Consent Judgment is expressly intended to cover and include all such
25 claims up through the Effective Date, including all rights of action therefore. ERC and RBC
26 acknowledge that the claims released in Sections 8.1 and 8.2 above may include unknown
27 claims, and nevertheless waive California Civil Code section 1542 as to any such unknown
28 claims. California Civil Code section 1542 reads as follows:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
2 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
3 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
4 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
5 OR HER SETTLEMENT WITH THE DEBTOR.

6 ERC on behalf of itself only, on the one hand, and RBC, on the other hand, acknowledge and
7 understand the significance and consequences of this specific waiver of California Civil Code
8 section 1542.

9 **8.4** Compliance with the terms of this Consent Judgment shall be deemed to
10 constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead
11 in the Covered Products as set forth in the Notice and the Complaint.

12 **8.5** Nothing in this Consent Judgment is intended to apply to any occupational
13 or environmental exposures arising under Proposition 65, nor shall it apply to any of RBC's
14 products other than the Covered Products.

15 **9. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

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

18 **10. GOVERNING LAW**

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

21 **11. PROVISION OF NOTICE**

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

25 **FOR ENVIRONMENTAL RESEARCH CENTER:**

26 Chris Heptinstall, Executive Director, Environmental Research Center
27 3111 Camino Del Rio North, Suite 400
28 San Diego, CA 92108
Tel: (619) 500-3090
Email: chris_erc501c3@yahoo.com

With a copy to:

1 Richard T. Drury
2 Douglas J. Chermak
3 LOZEAU | DRURY LLP
4 410 12th Street, Suite 250
5 Oakland, CA 94607
6 Ph: 510-836-4200
7 Fax: 510-836-4205

8 **FOR RBC LIFE SCIENCES, INC., AND RBC LIFE SCIENCES USA, INC.**

9 Steven E. Brown
10 2301 Crown Ct.
11 Irving, TX 75038

12 With a copy to:

13 Kenneth E. Chyten
14 LAW OFFICES OF KENNETH E. CHYTEN
15 300 East Esplanade Drive
16 Suite 900
17 Oxnard, CA 93036
18 Ph: (805) 981-3910
19 Fax: (805) 981-3913

20 **12. COURT APPROVAL**

21 **12.1** Upon execution of this Consent Judgment by the Parties, ERC shall notice a
22 Motion for Court Approval. The Parties shall use their best efforts to support entry of this
23 Consent Judgment.

24 **12.2** If the California Attorney General objects to any term in this Consent
25 Judgment, the Parties shall use their best efforts to resolve the concern in a timely manner, and
26 if possible prior to the hearing on the motion.

27 **12.3** If this Stipulated Consent Judgment is not approved by the Court, it shall be
28 void and have no force or effect.

13. EXECUTION AND COUNTERPARTS

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

1 **14. DRAFTING**

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

6 **15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

7 If a dispute arises with respect to either Party's compliance with the terms of this Consent
8 Judgment entered by the Court, the Parties shall meet in person or by telephone and endeavor to
9 resolve the dispute in an amicable manner. No action or motion may be filed in the absence of
10 such a good faith attempt to resolve the dispute beforehand. In the event an action or motion is
11 filed, however, the prevailing party may seek to recover costs and reasonable attorney's fees. As
12 used in the preceding sentence, the term "prevailing party" means a party who is successful in
13 obtaining relief more favorable to it than the relief that the other party was amenable to providing
14 during the Parties' good faith attempt to resolve the dispute that is the subject of such enforcement
15 action.

16 **16. ENTIRE AGREEMENT, AUTHORIZATION**

17 **16.1** This Consent Judgment contains the sole and entire agreement and
18 understanding of the Parties with respect to the entire subject matter herein, and any and all
19 prior discussions, negotiations, commitments and understandings related hereto. No
20 representations, oral or otherwise, express or implied, other than those contained herein have
21 been made by any Party. No other agreements, oral or otherwise, unless specifically referred to
22 herein, shall be deemed to exist or to bind any Party.

23 **16.2** Each signatory to this Consent Judgment certifies that he or she is fully
24 authorized by the Party he or she represents to stipulate to this Consent Judgment. Except as
25 explicitly provided herein, each Party shall bear its own fees and costs.

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

28 This Consent Judgment has come before the Court upon the request of the Parties. The

1 Parties request the Court to fully review this Consent Judgment and, being fully informed
2 regarding the matters which are the subject of this action, to:

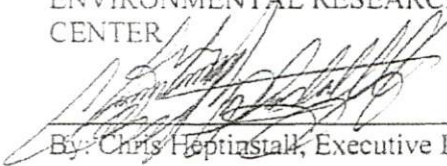
3 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
4 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
5 been diligently prosecuted, and that the public interest is served by such settlement; and

6 (2) Make the findings pursuant to California Health and Safety Code section
7 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

8 **IT IS SO STIPULATED:**

9 Dated: 4/28/, 2015

ENVIRONMENTAL RESEARCH
CENTER


By: Chris Heptinstall, Executive Director

12 Dated: _____, 2015

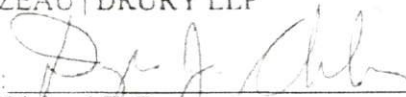
RBC LIFE SCIENCES, INC. AND RBC
LIFE SCIENCES USA, INC.

By: Steve Brown, President

16 **APPROVED AS TO FORM:**

17 Dated: 4/28, 2015

LOZEAU | DRURY LLP

By: 
Richard F. Drury
Douglas J. Chermak
Attorneys for Environmental Research
Center

21 Dated: _____, 2015

LAW OFFICES OF KENNETH E.
CHYTEN

By: _____
Kenneth E. Chyten
Attorney for RBC Life Sciences, Inc., and
RBC Life Sciences USA, Inc.

1 Parties request the Court to fully review this Consent Judgment and, being fully informed
2 regarding the matters which are the subject of this action, to:

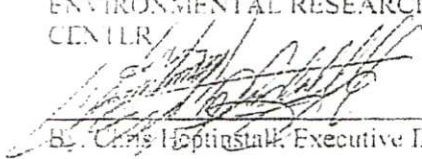
3 (1) Find that the terms and provisions of this Consent Judgment represent a fair and
4 equitable settlement of all matters raised by the allegations of the Complaint, that the matter has
5 been diligently prosecuted, and that the public interest is served by such settlement, and

6 (2) Make the findings pursuant to California Health and Safety Code section
7 25249.7(i)(4), approve the Settlement, and approve this Consent Judgment

8 **IT IS SO STIPULATED:**

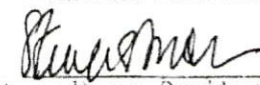
9 Dated: 4/28/ 2015

ENVIRONMENTAL RESEARCH
CENTER


By: Chris Hopfingstark, Executive Director

12 Dated: 4/29 2015

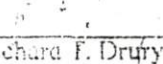
RBC LIFE SCIENCES, INC. AND RBC
LIFE SCIENCES USA, INC.


By: Steve Brown, President

16 **APPROVED AS TO FORM:**


17 Dated: _____, 2015

LOZEAU DRURY LLP

By: 
Richard F. Drury
Douglas J. Chermak
Attorneys for Environmental Research
Center

21 Dated: 4/28 2015

LAW OFFICES OF KENNETH E.
CHYTEN


By: Kenneth E. Chyten
Attorney for RBC Life Sciences, Inc., and
RBC Life Sciences USA, Inc.

1 ORDER AND JUDGMENT

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

4 IT IS SO ORDERED, ADJUDGED AND DECREED.

5
6 Dated: June 26, 2015


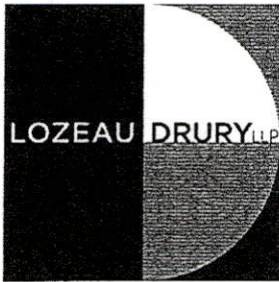
7 
8 _____
9 Judge of the Superior Court

EXHIBIT A



T 510.836.4200
F 510.836.4205

410 12th Street, Suite 250
Oakland, Ca 94607

www.lozeaudrury.com
richard@lozeaudrury.com

VIA CERTIFIED MAIL

Current CEO or President
RBC Life Sciences, Inc.
2301 Crown Court
Irving, TX 75038

Current CEO or President
RBC Life Sciences USA, Inc.
2301 Crown Court
Irving, TX 75038

Current CEO or President
RBC Life Sciences Canada Inc
7541 Conway Avenue, Suite 14
Burnaby, BC V5E 2P7
Canada

Current CEO or President
RBC Life Sciences Canada Inc
Lake City Executive, Business Centre
501-3292 Production Way
Burnaby, BC V5A 4R4
Canada

CT Corporation System
(RBC Life Sciences, Inc.'s Registered
Agent for Service of Process)
1999 Bryan Street, Suite 900
Dallas, TX 75201

Clinton Howard
(RBC Life Sciences USA, Inc.'s
Registered Agent for Service of Process)
2301 Crown Court
Irving, TX 75038

VIA ONLINE SUBMISSION

Office of the California Attorney General

VIA PRIORITY MAIL

District Attorneys of All California
Counties and Select City Attorneys
(See Attached Certificate of Service)

Re: Notice of Violations of California Health & Safety Code Section 25249.5 *et seq.*

Dear Addressees:

I represent the Environmental Research Center (“ERC”) in connection with this Notice of Violations of California’s Safe Drinking Water and Toxic Enforcement Act of 1986, which is codified at California Health & Safety Code Section 25249.5 *et seq.* and also referred to as Proposition 65.

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.

The names of the Companies covered by this notice that violated Proposition 65 (hereinafter the “Violators”) are:

**RBC Life Sciences, Inc.
RBC Life Sciences USA, Inc.
RBC Life Sciences Canada Inc**

The products that are the subject of this notice and the chemicals in those products identified as exceeding allowable levels are:

- 1. RBC Life Sciences Inc. NeuroBright - Lead**
- 2. RBC Life Sciences Inc. 24Seven - Lead**
- 3. RBC Life Sciences Inc. Green Phyto-Power - Lead**
- 4. RBC Life Sciences Inc. Artichoke Liver Cleanse - Lead**
- 5. RBC Life Sciences Inc. Diosin - Lead**
- 6. RBC Life Sciences Inc. Pure Life Cleanse – Lead**
(kit includes the below products)
 - a. RBC Life Sciences Inc. Pure Life Cleanse AM**
 - b. RBC Life Sciences Inc. Pure Life Cleanse PM**
- 7. RBC Life Sciences Inc. Colo-Vada Plus Program Two Packet 1 - Lead**
- 8. RBC Life Sciences Inc. Colo-Vada Plus Program Two Packet 2- Lead**
- 9. RBC Life Sciences Inc. Colo-Vada Plus Program Two Packet 3- Lead**
- 10. RBC Life Sciences Inc. Colo-Vada Plus Colo-Vada Mix - 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.

This letter is a notice to each of the Violators and the appropriate governmental authorities of the Proposition 65 violations concerning the listed products. This notice covers all

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

April 4, 2014

Page 3

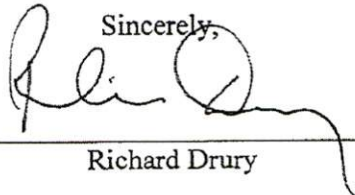
violations of Proposition 65 involving the Violators currently known to ERC from the information now available. ERC may continue to investigate other products that may reveal further violations. A summary of Proposition 65, prepared by the Office of Environmental Health Hazard Assessment, is enclosed with the copy of this letter to each of the Violators.

Each of the Violators has manufactured, marketed, distributed, and/or sold the listed products, which have exposed and continue to expose numerous individuals within California to the identified chemical, lead. The consumer exposures that are the subject of this notice result from the purchase, acquisition, handling and/or recommended use of these products by consumers. The primary route of exposure to lead has been through ingestion, but may have also occurred through inhalation and/or dermal contact. Proposition 65 requires that a clear and reasonable warning be provided prior to exposure to lead. The method of warning should be a warning that appears on the product's label. The Violators violated Proposition 65 because they failed to provide an appropriate warning to persons using and/or handling these products that they are being exposed to lead. Each of these ongoing violations has occurred on every day since April 4, 2011, 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.

Pursuant to Section 25249.7(d) of the statute, ERC intends to file a citizen enforcement action sixty days after effective service of this notice unless each of the Violators agrees in an enforceable written instrument to: (1) reformulate the listed products so as to eliminate further exposures to the identified chemicals; and (2) pay an appropriate civil penalty. Consistent with the public interest goals of Proposition 65 and my client's objectives in pursuing this notice, ERC is interested in seeking a constructive resolution to this matter. Such resolution will avoid both further unwarned consumer exposures to the identified chemicals and expensive and time consuming litigation.

ERC's Executive Director is Chris Heptinstall, and is located at 3111 Camino Del Rio North, Suite 400, San Diego, CA 92108; Tel. 619-500-3090. ERC has retained me in connection with this matter. We suggest that communications regarding this Notice of Violations should be directed to my attention at the above listed law office address and telephone number.

Sincerely,



Richard Drury

Attachments

Certificate of Merit

Certificate of Service

OEHHA Summary (to RBC Life Sciences, Inc., RBC Life Sciences USA, Inc., RBC Life Sciences Canada Inc, and their Registered Agents for Service of Process only)

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

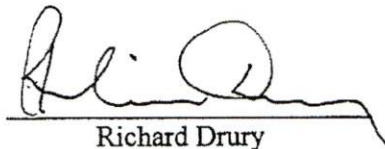
CERTIFICATE OF MERIT

**Re: Environmental Research Center's Notice of Proposition 65 Violations by
RBC Life Sciences, Inc., RBC Life Sciences USA, Inc., and RBC Life
Sciences Canada Inc**

I, Richard Drury, declare:

1. This Certificate of Merit accompanies the attached sixty-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 chemical that is 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: April 4, 2014


Richard Drury

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 April 4, 2014, 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 party listed below and depositing it in a U.S. Postal Service Office with the postage fully prepaid for delivery by Certified Mail:

Current CEO or President
RBC Life Sciences, Inc.
2301 Crown Court
Irving, TX 75038

Current CEO or President
RBC Life Sciences Canada Inc
7541 Conway Avenue, Suite 14
Burnaby, BC V5E 2P7
Canada

Current CEO or President
RBC Life Sciences USA, Inc.
2301 Crown Court
Irving, TX 75038

CT Corporation System
(RBC Life Sciences, Inc.'s Registered
Agent for Service of Process)
1999 Bryan Street, Suite 900
Dallas, TX 75201

Current CEO or President
RBC Life Sciences Canada Inc
Lake City Executive, Business Centre
501-3292 Production Way
Burnaby, BC V5A 4R4
Canada

Clinton Howard
(RBC Life Sciences USA, Inc.'s
Registered Agent for Service of Process)
2301 Crown Court
Irving, TX 75038

On April 4, 2014, I electronically served the following documents: **NOTICE OF VIOLATIONS, 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 April 4, 2014, I served the following documents: **NOTICE OF VIOLATIONS, 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 with the U.S. Postal Service with the postage fully prepaid for delivery by Priority Mail.

Executed on April 4, 2014, in Fort Oglethorpe, Georgia.



Tiffany Capehart

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

April 4, 2014

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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
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
201 Commercial 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

APPENDIX A

OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY

THE SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65): A SUMMARY

The following summary has been prepared by the California Office of Environmental Health Hazard Assessment (OEHHA), the lead agency for the implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as "Proposition 65"). A copy of this summary must be included as an attachment to any notice of violation served upon an alleged violator of the Act. The summary provides basic information about the provisions of the law, and is intended to serve only as a convenient source of general information. It is not intended to provide authoritative guidance on the meaning or application of the law. The reader is directed to the statute and OEHHA's implementing regulations (see citations below) for further information.

FOR INFORMATION CONCERNING THE BASIS FOR THE ALLEGATIONS IN THE NOTICE RELATED TO YOUR BUSINESS, CONTACT THE PERSON IDENTIFIED ON THE NOTICE.

Proposition 65 appears in California law as Health and Safety Code Sections 25249.5 through 25249.13. The statute is available online at: <http://oehha.ca.gov/prop65/law/P65law72003.html>. Regulations that provide more specific guidance on compliance, and that specify procedures to be followed by the State in carrying out certain aspects of the law, are found in Title 27 of the California Code of Regulations, sections 25102 through 27001.¹ These implementing regulations are available online at: <http://oehha.ca.gov/prop65/law/P65Regs.html>.

WHAT DOES PROPOSITION 65 REQUIRE?

The "Governor's List." Proposition 65 requires the Governor to publish a list of chemicals that are known to the State of California to cause cancer and/or reproductive toxicity. This means that chemicals are placed on the Proposition 65 list if they are known to cause cancer and/or birth defects or other reproductive harm, such as

¹ All further regulatory references are to sections of Title 27 of the California Code of Regulations unless otherwise indicated. The statute, regulations and relevant case law are available on the OEHHA website at: <http://www.oehha.ca.gov/prop65/law/index.html>.

damage to female or male reproductive systems or to the developing fetus. This list must be updated at least once a year. The current Proposition 65 list of chemicals is available on the OEHHA website at:

http://www.oehha.ca.gov/prop65/prop65_list/Newlist.html.

Only those chemicals that are on the list are regulated under this law. Businesses that produce, use, release or otherwise engage in activities involving listed chemicals must comply with the following:

Clear and reasonable warnings. A business is required to warn a person before "knowingly and intentionally" exposing that person to a listed chemical unless an exemption applies; for example, when exposures are sufficiently low (see below). The warning given must be "clear and reasonable." This means that the warning must: (1) clearly make known that the chemical involved is known to cause cancer, or birth defects or other reproductive harm and (2) be given in such a way that it will effectively reach the person before he or she is exposed. Some exposures are exempt from the warning requirement under certain circumstances discussed below.

Prohibition from discharges into drinking water. A business must not knowingly discharge or release a listed chemical into water or onto land where it passes or probably will pass into a source of drinking water. Some discharges are exempt from this requirement under certain circumstances discussed below.

DOES PROPOSITION 65 PROVIDE ANY EXEMPTIONS?

Yes. You should consult the current version of the statute and regulations (<http://www.oehha.ca.gov/prop65/law/index.html>) to determine all applicable exemptions, the most common of which are the following:

Grace Period. Proposition 65 warning requirements do not apply until 12 months after the chemical has been listed. The Proposition 65 discharge prohibition does not apply to a discharge or release of a chemical that takes place less than 20 months after the listing of the chemical.

Governmental agencies and public water utilities. All agencies of the federal, state or local government, as well as entities operating public water systems, are exempt.

Businesses with nine or fewer employees. Neither the warning requirement nor the discharge prohibition applies to a business that employs a total of nine or fewer employees. This includes all employees, not just those present in California.

Exposures that pose no significant risk of cancer. For chemicals that are listed as known to the State to cause cancer ("carcinogens"), a warning is not required if the business can demonstrate that the exposure occurs at a level that poses "no significant risk." This means that the exposure is calculated to result in not more than one excess case of cancer in 100,000 individuals exposed over a 70-year lifetime. The Proposition 65 regulations identify specific "No Significant Risk Levels" (NSRLs) for many listed carcinogens. Exposures below these levels are exempt from the warning requirement. See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of NSRLs, and Section 25701 *et seq.* of the regulations for information concerning how these levels are calculated.

Exposures that will produce no observable reproductive effect at 1,000 times the level in question. For chemicals known to the State to cause reproductive toxicity, a warning is not required if the business can demonstrate that the exposure will produce no observable effect, even at 1,000 times the level in question. In other words, the level of exposure must be below the "no observable effect level" divided by a 1,000. This number is known as the Maximum Allowable Dose Level (MADL). See OEHHA's website at: <http://www.oehha.ca.gov/prop65/getNSRLs.html> for a list of MADLs, and Section 25801 *et seq.* of the regulations for information concerning how these levels are calculated.

Exposures to Naturally Occurring Chemicals in a Food. Certain exposures to chemicals that occur in foods naturally (i.e., that do not result from any known human activity, including activity by someone other than the person causing the exposure) are exempt from the warning requirements of the law. If the chemical is a contaminant² it must be reduced to the lowest level feasible. Regulations explaining this exemption can be found in Section 25501.

Discharges that do not result in a "significant amount" of the listed chemical entering into any source of drinking water. The prohibition from discharges into drinking water does not apply if the discharger is able to demonstrate that a "significant amount" of the listed chemical has not, does not, or will not pass into or probably pass into a source of drinking water, and that the discharge complies with all other applicable laws, regulations, permits, requirements, or orders. A "significant amount" means any detectable amount, except an amount that would meet the "no significant risk" level for chemicals that cause cancer or that is 1,000 times below the "no observable effect" level for chemicals that cause reproductive toxicity, if an individual were exposed to that amount in drinking water.

² See Section 25501(a)(4)

HOW IS PROPOSITION 65 ENFORCED?

Enforcement is carried out through civil lawsuits. These lawsuits may be brought by the Attorney General, any district attorney, or certain city attorneys. Lawsuits may also be brought by private parties acting in the public interest, but only after providing notice of the alleged violation to the Attorney General, the appropriate district attorney and city attorney, and the business accused of the violation. The notice must provide adequate information to allow the recipient to assess the nature of the alleged violation. The notice must comply with the information and procedural requirements specified in Section 25903 of the regulations and in Title 11, sections 3100-3103. A private party may not pursue an independent enforcement action under Proposition 65 if one of the governmental officials noted above initiates an action within sixty days of the notice.

A business found to be in violation of Proposition 65 is subject to civil penalties of up to \$2,500 per day for each violation. In addition, the business may be ordered by a court to stop committing the violation.

FOR FURTHER INFORMATION ABOUT THE LAW OR REGULATIONS...

Contact the Office of Environmental Health Hazard Assessment's Proposition 65 Implementation Office at (916) 445-6900 or via e-mail at P65Public.Comments@oehha.ca.gov.

Revised: July, 2012

NOTE: Authority cited: Section 25249.12, Health and Safety Code. Reference: Sections 25249.5, 25249.6, 25249.9, 25249.10 and 25249.11, Health and Safety Code.