

Report to the Attorney General of Settlement of a Proposition 65 Claim

As You Sow v. Threshold Enterprises, Ltd., Case No. 422847

ATTACHMENT A

THE PARTIES HAVE AGREED TO THE FOLLOWING RELIEF:

1. Permanent Prohibition: No Product may be shipped by Defendant Threshold Enterprises, Ltd. for sale in the State of California after sixty (60) days following the Effective Date if, when used or consumed in accordance with the Defendant's label directions, it causes an exposure to lead in excess of 14 micrograms/day. (Par. 2.4 of the Consent Judgment)
2. Product Testing: Threshold Enterprises will test each product (or all of each product's ingredients) listed in Attachment A of the Consent Judgment for Lead, Arsenic, Cadmium and Mercury. (Section 2.1 of the Consent Judgment)
3. Warnings (Section 2.2 of the Consent Judgment):
 - a. Package warnings: Threshold Enterprises will not sell products that contain Lead, Arsenic, Cadmium or Mercury in excess of the amounts listed in Paragraphs 2.3.1-2.3.4 of the Consent Judgment without providing a clear and reasonable warning to consumers as set forth in the Consent Judgment.
 - b. Mail-order and Internet warnings: Threshold Enterprises will not sell products that contain Lead, Arsenic, Cadmium or Mercury in excess of the amounts listed in Paragraph 2.3.1-2.3.4 of the Consent Judgment without providing a clear and reasonable warning to consumers as set forth in the Consent Judgment.
4. Civil Penalties: Pursuant to Health & Safety Code § 25249.7(b), Threshold Enterprises will pay \$45,000 in civil penalties. (Par. 3.2 of the Consent Judgment). If Threshold Enterprises violates the terms of the Consent Judgment, it shall be liable for a stipulated civil penalty in the amount of \$5.00 per unit item sold in violation of this Consent Judgment, unless the Defendant's actual per unit sale price to the buyer was less than \$5.00, in which case the stipulated penalty shall be fifty percent (50%) of the sale price Defendant received from the relevant buyer for the Products at issue. Total civil penalties concerning all Products sold in violation of this Consent Judgment shall not exceed \$70,000 for such violations in any calendar year. (Par. 3.1 of the Consent Judgment).
5. Payment in Lieu of Civil Penalties: Threshold Enterprises will pay \$190,000 to As You Sow, which shall forward these funds to (a) California non-profit groups; and (b) the AYS Foundation Environmental Enforcement Fund; these funds shall be used to reduce exposures to toxic chemicals, and to increase consumer, worker and community awareness of the health hazards posed by toxic chemicals. (Par. 3.3 of the Consent Judgment)
6. Payment of AYS' Investigation & Legal Fees: Threshold Enterprises has agreed to pay AYS' reasonable investigation, expert and attorney's fees and costs in the amount of \$165,000. (Par. 4.1 of the Consent Judgment)

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ENDORSED
FILED
San Francisco County Superior Court

SEP - 8 2005

GORDON PARK-LI, Clerk
BY: S. PENG
Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 CITY AND COUNTY OF SAN FRANCISCO – UNLIMITED JURISDICTION

11 AS YOU SOW, a non-profit corporation,

12 Plaintiff,

13 vs.

14 THRESHOLD ENTERPRISES, LTD., a
15 Corporation and dba PLANETARY FORMULAS
16 and SOURCE NATURALS, and DOES 1 through
17 20,

17 Defendants.

Case No. 422847

[PROPOSED] CONSENT JUDGMENT

18
19 This Consent Judgment is entered into by and between AS YOU SOW, a non-profit
20 organization (“Plaintiff” or “AYS”), and Threshold Enterprises, LTD., (“Defendant” or
21 “THRESHOLD”). Defendant is a Delaware corporation in good standing. This Consent
22 Judgment shall be effective upon entry (the “Effective Date”) by the court. Plaintiff and
23 Defendant (each a “Party” and collectively, “the Parties”) agree to the terms and conditions set
24 forth below.

25 **1. INTRODUCTION**

26 **1.1** AYS is a Section 501(c)(3) non-profit foundation dedicated to, among other
27 causes, the protection of the environment, the promotion of human health, the improvement of
28 worker and consumer rights, environmental education, and corporate accountability. AYS is

[PROPOSED] CONSENT JUDGMENT

1 based in San Francisco, California and incorporated under the laws of the State of California.
2 AYS is a corporation in good standing.

3 **1.2** Defendant directly or indirectly sells to California consumers certain herbs, herbal
4 products, dietary supplements (defined as “products consisting of single or multiple herbal
5 ingredients, including herbal, botanical, mineral and animal products, formulated into tablets,
6 capsules, pills, powders and liquids”), bulk herbs, infusions, powders, tea pills, pills, patent
7 formulas, teas, bulk teas, liquids and/or capsules (the “Products”), all of which AYS alleges
8 contain chemicals listed by the State of California as known to cause cancer and/or reproductive
9 toxicity pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986
10 (“Proposition 65”), California Health and Safety Code § 25249.5 et seq.; Title 22, California
11 Code of Regulations § 12000 et seq. For purposes of this Consent Judgment only, each of the
12 Products is deemed to be a “food” within the meaning of Title 22, California Code of Regulations
13 § 12501.

14 **1.3** The specific Products covered by this Consent Judgment as of the Effective Date
15 are set forth in Exhibit A hereto. Any products not set forth in Exhibit A hereto are not covered
16 by the injunctive provisions herein, except as specifically provided in Section 9: *New Products*,
17 and are not covered by the release of liability set forth in Section 6 herein.

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

1 cadmium as a chemical known to cause reproductive toxicity. For purposes of this Consent
2 Judgment, the foregoing chemicals as listed under Proposition 65 shall be the "Metals."

3 1.5 Beginning on May 5, 2003, AYS began serving Defendant and each of the
4 appropriate public enforcement agencies with "60-Day Notices" that provided Defendant and the
5 public enforcement agencies with a notice alleging that Defendant was in violation of Proposition
6 65 for failing to warn the purchasers and individuals using the Products that the use of the
7 Products exposes them to certain chemicals known to the State of California to cause cancer
8 and/or reproductive toxicity (each, a "60-Day Notice"). A copy of each such 60-Day Notice
9 issued to Defendant is attached hereto as Exhibit B. AYS will serve an additional 60-Day Notice
10 on or about June 15, 2005, a copy of which shall be attached to the attorney declaration filed and
11 served with AYS' Motion for Approval & Entry of Consent Judgment. (See Section 7
12 hereinbelow). Defendant stipulates for the purpose of this Consent Judgment that the 60-Day
13 Notice or 60-Day Notices sent to it are adequate to comply with Title 22, California Code of
14 Regulations §12903.

15 1.6 On July 28, 2003, AYS filed a Complaint (the "Action") in San Francisco
16 Superior Court, alleging violations of Proposition 65 and California Business and Professions
17 Code § 17200 et seq.

18 1.7 AYS brings the Action in the public interest. AYS has provided 60-Day Notice(s)
19 to Defendant and the appropriate public enforcement agencies and none of the public enforcement
20 agencies has commenced and begun diligently prosecuting an action against Defendant for such
21 alleged violations.

22 1.8 For purposes of this Consent Judgment, each Party stipulates that venue is proper
23 and that this Court has subject matter jurisdiction over the allegations contained in the Action and
24 to enter this Consent Judgment as a full and final resolution of all causes of action pled, or which
25 could have been pled based on the facts alleged in the Action. The Parties enter into this Consent
26 Judgment to settle disputed claims between them and to avoid prolonged litigation. By execution
27 of this Consent Judgment, Defendant does not admit any violations or the applicability of
28 Proposition 65 or the Business and Professions Code, or any other law or standard applicable to

1 warning or disclosure concerning the manufacture, distribution and/or sale of the Products.
2 Except for the representations made above, nothing in this Consent Judgment shall be construed
3 as an admission by Defendant or Plaintiff of any fact, issue of law, or violation of law, nor shall
4 compliance with this Consent Judgment constitute or be construed as an admission by Defendant
5 or Plaintiff of any fact, issue of law, or violation of law.

6 **1.9** Except as expressly provided herein, nothing in this Consent Judgment shall
7 prejudice, waive or impair any right, remedy or defense the Parties may have in any other or
8 further legal proceeding. This paragraph shall not diminish or otherwise affect the obligations,
9 responsibilities, and duties of any Party to this Consent Judgment.

10 **2. INJUNCTIVE PROVISIONS**

11 **2.1 Defendant's Duty To Ascertain The Metals Content of The Products On Or**
12 **Before Sixty Days Following the Effective Date.** On or before sixty (60) days following the
13 Effective Date, Defendant shall ascertain the concentration of Metals in each of the Products as
14 follows.

15 **2.1.1 Lead, Arsenic And Cadmium Testing Protocol.** In accordance with
16 Sections 2.1.5 and 2.1.6, to ascertain a Product's concentration of lead, arsenic and cadmium,
17 respectively, Defendant shall test the Product (or rely on testing of the Product by others provided
18 it is undertaken in the manner set forth herein), using one or more of the following methods: (a)
19 inductively coupled plasma mass spectrometry ("ICP-MS") under the protocol set forth in EPA
20 Method 6020; (b) ICP-MS under the protocol attached hereto as Exhibit D; or (c) graphite furnace
21 atomic absorption spectrometry ("GFAA") under the protocol attached hereto as Exhibit E, but
22 only so long as Defendant has not acquired the equipment and performed the training of its
23 personnel necessary to conduct ICP-MS testing. If Defendant elects to conduct tests under the
24 protocol attached hereto as Exhibit E, and if the test results show that the use or consumption of a
25 Product will cause a total daily exposure¹ to any of the Metals at or greater than 95% of the level
26 of concern for that Metal (e.g. – for lead, a result indicating an exposure of 3.8 micrograms/day or

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

1 greater), then Defendant shall promptly re-test the material (Finished Product or Raw Material)
2 using the ICP-MS protocols specified in Exhibit D or EPA Method 6020, and rely on the ICP-MS
3 test results in assessing its compliance obligations hereunder.

4 **2.1.2 Mercury Testing Protocol.** In accordance with Section 2.1.5, to ascertain
5 a Product's concentration of mercury, Defendant shall test the Product (or rely on testing of the
6 Product by others provided it is undertaken in the manner set forth herein) using one or more of
7 the following methods: (a) the protocol set forth in EPA Method 7471A (including, at
8 Defendant's option, conformity with EPA Method 3052); (b) the protocol set forth in EPA
9 Method 7473; (c) the protocol set forth in EPA Method 6020; (d) ICP-MS under the protocol
10 attached hereto as Exhibit D; or (e) graphite furnace atomic absorption spectrometry ("GFAA")
11 under the protocol attached hereto as Exhibit E, but only so long as Defendant has not acquired
12 the equipment and performed the training of its personnel necessary to conduct ICP-MS testing.
13 If Defendant elects to conduct tests under the protocol attached hereto as Exhibit E, and if the test
14 results show that the use or consumption of a Product will cause a total daily exposure to any of
15 the Metals at or greater than 95% of the level of concern for that Metal (e.g. – for inorganic
16 mercury, a result indicating an exposure of 2.85 micrograms/day or greater), then Defendant shall
17 promptly re-test the material (Finished Product or Raw Material) using the ICP-MS protocols
18 specified in Exhibit D or the EPA Methods set forth above in this Section 2.1.2, and rely on the
19 ICP-MS test results in assessing its compliance obligations hereunder.

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

26 **2.1.4 Approved Laboratories.** Product or raw material testing may be
27 undertaken at Defendant's in-house laboratories or by third-party testing laboratories; however,
28 all third-party laboratory testing shall be performed only at laboratories that are certified,

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

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

26 **2.1.6 Representative Sampling.**

27 **(a) Finished Products.** "Representative Sampling" as used herein shall mean
28 with respect to the testing of finished Products, any of the following, at Defendant's option: (a)

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

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

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

26 **(d) Sampling Frequency After Second Anniversary of Effective Date.**
27 After the second anniversary of the Effective Date, Defendant shall conduct (or have conducted
28 on its behalf) Representative Sampling on raw materials or finished Products, as the case may be,

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

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

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

17 **2.1.8 Limited Exemptions from Testing.** Defendant need not test (or have
18 tested on its behalf) excipients, fillers, flavors, colors or binders ("Standardized Ingredients") if it
19 reasonably and in good faith believes such Standardized Ingredients do not contain Metals at
20 levels that might cause or contribute to a violation of this Consent Judgment. Defendant's good
21 faith belief shall be based on periodic laboratory test data, vendor certifications, or other such
22 reasonable and appropriate information including consideration of the reliability and consistency
23 of the supplier, the nature of the ingredient, the amount used and other relevant factors.
24 Defendant periodically shall monitor and evaluate such Standardized Ingredients for Metals
25 levels. In the event that AYS should move to enforce this Consent Judgment, Defendant bears
26 the burden of establishing by a preponderance of evidence that any failure to test an excipient,
27 filler, flavor, color or binder for Metals content was reasonable and in good faith, and must
28 produce all such supporting evidence in the context of the meet and confer process concerning

1 enforcement of this Consent Judgment contemplated under Section 8.1 herein. Defendant's
2 failure to test an excipient, filler, flavor, color or binder for Metals content, in the absence of a
3 reasonable and good faith belief that such ingredient does not contain Metals at levels that might
4 cause or contribute to a violation of this Consent Judgment, shall constitute a material breach of
5 this Consent Judgment and be subject to stipulated civil penalties as provided for herein if such
6 failure to test causes or contributes to a failure to provide a warning when required under Section
7 2.2 or causes or contributes to a violation of Section 2.4 of this Consent Judgment.

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

17 **2.2 Provision of Clear and Reasonable Warnings.**

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

24 (a) If use or consumption of the Product in accordance with Defendant's label
25 directions results in an exposure exceeding 10.0 micrograms/day of arsenic, but
26 otherwise would not require a warning under this Consent Judgment, then the
27 warning shall state:
28

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

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

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

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

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

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

23 **2.2.2 Additional Warnings Concerning Mail Order & Internet Sales.** If a
24 Defendant sells a Product that requires a warning under this Consent Judgment, by mail order or
25 over the Internet to a purchaser in the State of California on or after the date that is sixty (60) days
26 after the Effective Date, the following additional requirements shall apply. For such mail order
27 sales, the warning language required under this Consent Judgment shall be included in the mail
28 order catalogue, either on the same page as any order form, or on the same page(s) upon which

1 the Product's price is listed, in the same type size as the surrounding, non-heading text (this
2 requirement shall be applicable only to all catalogues printed after the Effective Date). For such
3 Internet sales, the warning language required under this Consent Judgment shall be displayed (in
4 the same type size as the surrounding, non-heading text) either: (a) on the same page upon which
5 the Product is displayed or referenced; (b) on the same page as any order form for any Product; or
6 (c) on the same page as the price for the Product is displayed.

7 **2.3 Exceptions To Warning Requirements.** No Product that meets each of the
8 following criteria shall require a warning pursuant to this Consent Judgment:

9 **2.3.1 For Lead Warnings, Exposure Below "No Observable Effect Level."**

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

19 **2.3.2 "Naturally Occurring" Allowance For Lead for Products Shipped for**
20 **Sale After Sixty Days Following The Effective Date.**

21 **(a) Initial Naturally Occurring Lead Level.** Unless a Product contains a
22 warning in compliance with this Consent Judgment, the initial Naturally Occurring Lead level in
23 any Product subject to this Consent Judgment Defendant ships for sale or use in California after
24 the date that is sixty (60) days following the Effective Date, shall not exceed a concentration that
25 will result in 3.5 micrograms lead ingested/day, assuming the Product is used or consumed in
26 accordance with the Defendant's consumer use instructions. Products where the concentration
27 results in lead levels that exceed (i) this initial 3.5 micrograms ingested level, or (ii) Products
28 which exceed any future Naturally Occurring Lead level subsequently established pursuant to this

1 Consent Judgment, (plus, in either the case of (i) or (ii) an additional 0.5 micrograms Lead as
2 allowed by regulation and under Section 2.3.1), shall be subject to the warning requirements set
3 forth in Sections 2.2.1, 2.2.2, and 9 herein, unless Defendant can show by a preponderance of the
4 evidence that all lead in such Products (except 0.5 micrograms ingested in a daily dose) is
5 naturally occurring per 22 Cal. Code Reg. § 12501. If Defendant in the future elects to make this
6 showing that more than 3.5 micrograms of lead is naturally occurring, Defendant agrees to
7 provide all evidence supporting such a showing to AYS in the context of the meet and confer
8 process concerning enforcement of this Consent Judgment contemplated under Section 8.1 herein.
9 Defendant's failure to produce this information or Defendant's failure to establish to the Court
10 that lead in excess of 0.5 micrograms in a daily dose, plus Naturally Occurring Lead, is naturally
11 occurring under the criteria in 22 Cal. Code Reg. § 12501 shall constitute a material breach of this
12 Consent Judgment and be subject to stipulated civil penalties as provided for herein if a Product
13 which requires a health hazard warning under this Consent Judgment was sold in California
14 without such warning. Nothing in this Section 2.3.2 constitutes a waiver of Defendant's right to
15 establish, in accordance with the procedures set forth in Sections 2.3.2 and 8.1, that levels of
16 Metals other than lead are naturally occurring under the criteria of 22 Cal. Code Reg. § 12501.
17 The Parties agree that the initial 3.5 micrograms Naturally Occurring Lead level is the result of
18 negotiations and a review of the available information and shall be applicable to the Products
19 subject to this Consent Judgment (including new Products under Section 9) and shall have no
20 application to other products.

21 **(b) Evaluation of Future Naturally Occurring Lead Levels.** In recognition of
22 the possibility that the "lowest level feasible" of Lead may change over time, the Parties agree to
23 evaluate the Naturally Occurring Lead level annually for five (5) years as set forth below.
24 Commencing January 15, 2006 and ending January 15, 2011 for each year Defendant shall tender
25 a statement of determination whether an adjustment to the Naturally Occurring Lead level can be
26 supported by substantial evidence. Such a determination respecting the Naturally Occurring Lead
27 level shall be made by Defendant in good faith and be based on Representative Sampling and
28 "Feasibility." "Feasibility" for purposes of this Consent Judgment shall mean consideration of

1 the following: (1) the availability and reliability of a supply to Defendant of raw materials in
2 question; (2) the reasonable cost to Defendant of Products or raw materials therein; (3) any
3 resulting unreasonable increase in cost to a Defendant to procure a Product or raw materials with
4 lower levels of lead; (4) performance characteristics, including formulation, performance, safety,
5 taste, efficacy and stability, of any raw materials or finished Product; (5) the lawfulness of
6 alternatives (no alternative shall result in a violation of law, or a breach of a standard of identity);
7 and (6) other relevant and reasonable considerations. If upon determination of either Party a
8 change is warranted, then that Party within sixty (60) days of the statement date shall proceed to
9 modify this Consent Judgment in accordance with Section 8 herein. Defendant's obligations
10 under this Section 2.3.2(b) are without prejudice to any rights of Plaintiff under Section 8 or
11 otherwise herein. If either Party seeks to modify the initial or any subsequently established
12 Naturally Occurring Lead level as defined herein, such modification shall only be effective upon
13 an order by the Court, after a noticed motion, notice of which motion shall be served on the
14 Office of the Attorney General at least forty-five (45) days prior to the hearing date, and which
15 motion shall include the information supporting the request for modification.

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

1 supplement manufacturing, then Defendant, as of the effective date of those federal regulations,
2 shall proceed under such new regulatory GMPs (or require the manufacturer of the Products to
3 proceed under same) in lieu of the obligations set forth on Exhibit C within thirty (30) days of
4 such adoption.

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

24 **2.4 Ban on Sales of Products Causing Exposures to Lead in Excess of 14**
25 **Micrograms Per Day.** No Product may be shipped by Defendant for sale in the State of
26 California after sixty (60) days following the Effective Date if, when used or consumed in
27 accordance with the Defendant’s label directions, it causes an exposure to lead in excess of 14
28 micrograms/day.

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3. CIVIL PENALTIES

3.1 Stipulated Civil Penalties For Future Violations of This Agreement.

Proposition 65 provides for civil penalties of up to \$2500 per violation per day, pursuant to California Health & Safety Code § 25249.7. In the event that after sixty (60) days following the Effective Date, Defendant violates Sections 2 or 9 herein, the Parties stipulate that Defendant shall be liable for a stipulated civil penalty in the amount of \$5.00 per unit item sold in violation of this Consent Judgment, unless the Defendant's actual per unit sale price to the buyer was less than \$5.00, in which case the stipulated penalty shall be fifty percent (50%) of the sale price Defendant received from the relevant buyer for the Products at issue. Total civil penalties concerning all Products sold in violation of this Consent Judgment shall not exceed \$70,000 for such violations in any calendar year. Plaintiff may establish such violation(s) hereunder by a preponderance of the evidence upon a duly noticed motion in the San Francisco Superior Court and subject to the provisions of Section 8 herein. AYS shall remit 75% of this amount to the State of California pursuant to Health & Safety Code § 25249.12(b).

3.2 Civil Penalty Assessment. Defendant shall pay a civil penalty in the amount of \$45,000 to AYS, pursuant to Health & Safety Code § 25249.7(b). AYS shall remit 75% of this amount to the State of California pursuant to Health & Safety Code § 25249.12(b).

3.3 Payment in Lieu of Additional Civil Penalties. Defendant shall make a payment in lieu of additional penalties in the amount of \$190,000 to AYS. AYS shall forward at least one half of these funds to California non-profit groups to reduce exposures to toxic chemicals, and to increase consumer, worker and community awareness of the health hazards posed by toxic chemicals. Any remaining funds shall be deposited in the AYS Environmental Enforcement Fund and shall be used to reduce exposures to toxic chemicals, and to increase consumer, worker and community awareness of the health hazards posed by toxic chemicals. In deciding among the grantee proposals, the As You Sow Board of Directors ("Board") takes into consideration a number of important factors, including: (1) the nexus between the harm done in the underlying case(s), and the grant program work; (2) the potential for toxics reduction, prevention, remediation or education benefits to California citizens from the proposal; (3) the budget

1 requirements of the proposed grantee and the alternate funding sources available to it for its
2 project; and (4) the Board's assessment of the grantee's chances for success in its program work.
3 AYS shall ensure that all funds will be disbursed and used in accordance with AYS' mission
4 statement, articles of incorporation, and bylaws and applicable state and federal laws and
5 regulations.

6 **3.4 Penalties are not a credit.** No penalties paid herein shall be construed as a
7 credit against future claims against Defendant.

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

9 **4.1 Reimbursement of Plaintiff's Investigative, Expert and Legal Fees and Costs.**
10 Defendant shall reimburse AYS in the amount of \$165,000 for AYS' reasonable investigative,
11 expert, and legal fees and costs incurred as a result of investigating and negotiating a settlement in
12 the public interest.

13 **5. PAYMENT OBLIGATIONS**

14 **5.1** Pursuant to Sections 3.2, 3.3 and 4.1 herein, Defendant agrees to remit the total
15 amount of \$400,000 to an escrow agent of the Wells Fargo bank within fifteen (15) days of the
16 Parties' execution of this Consent Judgment, with the last signature date triggering the fifteen (15)
17 day period (if AYS is the last signatory, this fifteen (15) day period shall run from the date of
18 transmission of facsimile notice of AYS' signature to Defendant and Defendant's counsel). The
19 escrow instructions agreed to by Defendant and AYS shall provide, in principal part, that (a) in
20 the event that this [Proposed] Consent Judgment is approved by the Court, the escrow agent shall
21 transmit the full \$400,000 amount to AYS, in the form of a check payable to "As You Sow"
22 (Employer Identification Number 94-3169008), within three (3) days' of receipt of a duly
23 executed copy of the Court approved Consent Judgment from either Party; and (b) in the event
24 that this [Proposed] Consent Judgment shall become null and void pursuant to Paragraph 7.1, the
25 escrow agent shall transmit the full \$400,000 amount to Defendant within three (3) days' written
26 notice thereof by both Parties. All fees for the services of the escrow agent shall be borne solely
27 by Defendant, and any interest earned on the escrowed funds during the period of their escrow
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1 shall be paid to Defendant. The Parties agree to take such actions and execute such documents as
2 may reasonably be necessary to effectuate the escrow.

3 **6. RELEASE OF LIABILITY**

4 **6.1 Release of Liability by AYS.** In further consideration of the promises and
5 agreements contained herein, AYS, on its own behalf, and on behalf of the general public, hereby
6 releases the Defendant Releasees (as defined below) and waives all rights to institute or
7 participate in, directly or indirectly, any claim or form of legal action seeking any form of relief
8 (whether injunctive, compensatory, punitive, or otherwise) against Defendant, its officers,
9 directors, employees, agents, attorneys, consultants, representatives, shareholders, parents,
10 subsidiaries, affiliates, divisions, predecessors, successors, subdivisions, downstream distributors,
11 downstream retailers, downstream customers, and upstream suppliers of the raw materials used in
12 the Products (the "Defendant Releasees") whether under Proposition 65 or Business &
13 Professions Code §§17200 or 17500, based upon the Defendant Releasees' alleged failure to
14 warn, within the meaning of Proposition 65, about exposure to lead, lead compounds, arsenic,
15 cadmium, cadmium compounds, mercury or mercury compounds contained in any of the
16 Products sold in California on or before sixty (60) days after the Effective Date or based on any
17 other legal claim or theory that was or could have been alleged in the Action based on the facts
18 alleged in the Complaint. This release does not apply to any liability of Defendant Releasees
19 arising out of the sale or use of any products not set forth in Exhibit A hereto, except as
20 specifically provided in Section 9: *New Products*.

21 **6.2 Release of Liability of AYS.** In further consideration of the promises and
22 agreements contained herein, Defendant hereby releases the AYS Releasees (as defined below)
23 and waives all of its rights to institute any claim, or form of legal action against AYS, its officers,
24 directors, employees, agents, attorneys, consultants, and representatives (the "AYS Releasees")
25 for all actions or statements made or undertaken by the AYS Releasees in the course of seeking
26 enforcement of Proposition 65 or Business & Professions Code §§ 17200 and 17500 et seq. in the
27 Action.

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7. CONSENT JUDGMENT

7.1 Consent Judgment. Upon execution of this [Proposed] Consent Judgment by all Parties, AYS noticed a Motion for Approval & Entry of Consent Judgment in the San Francisco Superior Court pursuant to Title 11, Cal. Code of Regs. §3000, *et seq.* This Motion was served and any future Motions shall be served upon all of the Parties to the Action and upon the California Attorney General's Office. In the event that the Court fails to approve and order entry of this [Proposed] Consent Judgment within one hundred and eighty (180) days after execution by the parties, then this [Proposed] Consent Judgment shall become null and void upon the election of any Party as to them and upon written notice to all of the Parties to the Action pursuant to the notice provisions herein. Defendant and AYS shall use best efforts to support entry of this Consent Judgment in the form submitted to the Office of the Attorney General. If the Attorney General objects in writing to any term in this Consent Judgment, the Parties shall use best efforts to resolve the concern in a timely manner and prior to the hearing on the motion to approve this Consent Judgment. If the Parties cannot resolve an objection of the Attorney General, then Plaintiff and Defendant shall proceed with seeking entry of an order by the court approving this Consent Judgment in the form originally submitted to the Office of the Attorney General, or in such other form as the Parties shall mutually agree upon after consideration of any comments of the Attorney General. If the Attorney General elects to file a notice or motion with the Court stating that the People shall appear at the hearing for entry of this Consent Judgment so as to oppose entry of the Consent Judgment, then a party may withdraw from this Consent Judgment prior to the date of the hearing, with notice to all parties and the Attorney General, and upon such notice this Consent Judgment shall be null and void.

7.2 Amendment To Complaint. Upon the expiration of the 60-Day Notice issued on or about June 15, 2005, the Complaint herein shall be deemed amended to include all violations described in that 60-Day Notice.

8. ENFORCEMENT AND MODIFICATION

8.1 Enforcement and Stipulated Civil Penalties. In the event that a dispute arises with respect to any of the provisions of this Consent Judgment, the Parties shall meet and confer

1 within twenty (20) days after any party receives written notice of an alleged violation of this
2 Consent Judgment from another Party. In the event the affected Parties cannot resolve the
3 dispute, this Consent Judgment may be enforced pursuant to Code of Civil Procedure § 664.6 or
4 any other valid provision of law. The prevailing party in any dispute regarding compliance with
5 the terms of this Consent Judgment shall be awarded its reasonable fees and costs incurred, in
6 addition to any other relief otherwise ordered by the Court, including but not limited to civil
7 penalties assessed pursuant to Section 3 herein.

8 **8.2 Modification of Judgment - Grounds.** This Consent Judgment shall not
9 obligate Defendant to provide a health hazard warning (as described in Section 2 herein) for a
10 Product if that Product causes an exposure below the “No Significant Risk Level” or “Maximum
11 Allowable Daily Level,” as those terms are defined in Proposition 65 and its implementing
12 regulations. Any such levels adopted in a final regulation or law pursuant to Proposition 65 after
13 the Effective Date shall become the standard under this Consent Judgment on the date they
14 become effective without need for formal modification of this Consent Judgment, but Defendant
15 retains its rights and obligations under Section 2.3.2 to establish naturally occurring levels of
16 Metals. The Parties acknowledge that new toxicological information or exposure assessments
17 concerning hazardous substances and testing methodologies are continuously becoming available,
18 and that statutory and regulatory standards applicable to the Products may evolve in the future.
19 Accordingly, the Parties agree that any Party may file a motion pursuant to § 664.6 of the
20 California Code of Civil Procedure, and under the conditions set forth below, move the Court for
21 modification of the warning requirement or any other term set forth in Section 2 herein on the
22 grounds that (a) they conflict with the applicable legal standards concerning the Products or any
23 ingredient therein, or (b) the warning requirement or any other term set forth in Section 2 herein
24 are more stringent than the warning requirements Plaintiff after the Effective Date in an order,
25 judgment or settlement under Proposition 65 agrees to with respect to any dietary supplements
26 that are substantially similar to the Products herein. Absent good cause shown by Plaintiff,
27 Plaintiff shall allow modification of this Consent Judgment to permit Defendant to adhere to such
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1 less stringent warning requirements. Any disputes regarding the issues set forth in this subsection
2 shall be resolved in accordance with the procedures set forth in Section 8.3 below.

3 **8.3 Modification of Judgment – Procedure.** In the spirit of cooperation and in the
4 interests of minimizing the investigative, expert and attorneys’ fees and costs associated with
5 such a motion, the Parties agree to meet and confer in good faith as follows. Prior to filing a
6 motion pursuant to Section 8.2 herein, the Party seeking to modify the judgment shall first
7 provide the non-moving Party and the California Attorney General’s Office with any legal or
8 scientific data upon which the motion would rely. The non-moving Party and the California
9 Attorney General’s Office shall be allowed a period of forty-five (45) days to review that data and
10 to provide the moving Party with its formal written response (the Attorney General’s Office’s
11 failure to respond to this submission shall not be construed in any manner to reflect any particular
12 view, on the part of the Attorney General’s Office, of this Consent Judgment or of the applicable
13 law or science). The Parties shall then meet and confer within twenty (20) days of the non-
14 moving Party’s written response. If, after meeting and conferring, the moving Party elects to
15 proceed with a motion to amend this judgment, it may do so with proper notice to the other Party
16 and the Attorney General’s Office as required under the California Code of Civil Procedure.
17 Such a motion may be accompanied by scientific data, studies, written declarations, and live
18 testimony or discovery responses. In the event that the Court determines that a Party seeking or
19 opposing a motion to modify this Consent Judgment did so without justification or failed to meet
20 and confer in good faith prior to moving for or opposing such modification, the other Party shall
21 be awarded reasonable fees and costs incurred.

22 **9. NEW PRODUCTS.**

23 **9.1 New Product Testing Prior To Sale In California.** If, after the date that is sixty
24 (60) days after the Effective Date, Defendant elects to ship for sale in California any new
25 product(s) of the type set forth in Section 1.2 hereinabove (herbs, herbal products, dietary
26 supplements, bulk herbs, infusions, powders, tea pills, pills, patent formulas, teas, bulk teas,
27 liquids and/or capsules) but not identified on Exhibit A hereto (“New Product”), Defendant shall,
28 before shipping the New Product(s) for sale in California, conduct the testing set forth in Section

1 2.1 and adhere to the requirements of this Consent Judgment with respect to such New Product(s).
2 Such New Product(s) shall then be deemed Product(s) subject to all of the terms of this Consent
3 Judgment. If the New Product requires a warning under the standards in Sections 2.2 and 2.3,
4 Defendant shall, prior to shipment for sale in California of such new product(s) provide AYS with
5 a test result, using the testing methods set forth in Section 2.1 above, and a notice that all of the
6 warning requirements set forth in Section 2.2 hereinabove are complied with as to such new
7 product(s). Failure to provide the warning if required under Section 2.2 shall be a violation of
8 this Consent Judgment subject to stipulated penalties in accordance with Section 3.1. Before the
9 date that is sixty (60) days after the Effective Date, Defendant may ship for sale to California
10 customers new or reformulated products of the type set forth in Section 1.2 that are not listed on
11 Exhibit A, and the sales of such products shall not be deemed in violation of any term of this
12 Consent Judgment.

13 **9.2 Annual New Product Update List.** Commencing January 15, 2006 and through
14 and including January 15, 2011, Defendant shall provide AYS with an annual updated list of new
15 Products Defendant shipped for sale or use in California in the preceding calendar year for which
16 Defendant has ascertained that warnings are not required under this Consent Judgment. If
17 Plaintiff cannot ascertain and in good faith inquires in writing as to whether a specific Product is a
18 new Product in a given year (for the period commencing January 15, 2006 and through and
19 including January 15, 2011) Defendant shall promptly (and in any event within thirty-five (35)
20 days of the date of Plaintiff's request) reply to advise whether the Product is a new Product for
21 that year or is an existing Product.

22 **10. GOVERNING LAW**

23 **10.1 Governing Law.** The terms of this Consent Judgment shall be governed by the
24 laws of the State of California. This Consent Judgment shall not govern Products or products
25 sold to consumers or other persons outside the State of California.
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11. NOTICES

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

All correspondence to AYS shall be mailed to:
Attn: Lawrence E. Fahn, Executive Director
As You Sow
311 California Street, Suite 510
San Francisco, CA 94104

With a copy to:
Andrew L. Packard, Esq.
Law Offices of Andrew L. Packard
294 Page Street
San Francisco, CA 94102

All correspondence to Defendant shall be mailed to:
Attn: Ira Goldberg
Threshold Enterprises, Ltd.
23 Janis Way
Scotts Valley, CA 95066

With a copy to:
Trenton H. Norris, Esq.
Bingham McCutchen LLP
Three Embarcadero Center
San Francisco, CA 94111-4067

12. INTEGRATION AND MODIFICATION

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

13. COUNTERPARTS

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

14. AUTHORIZATION

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

IT IS SO STIPULATED:

DATED: 6-10-05

AS YOU SOW



By: Lawrence E. Fahn
Executive Director

DATED: _____

THRESHOLD ENTERPRISES, LTD.

By: Ira Goldberg, President

IT IS SO ORDERED:

DATED: _____

Judge of the Superior Court

INDEX OF ATTACHED EXHIBITS

EXHIBIT A - Product List

EXHIBIT B - Notices of Proposition 65 Violations

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

EXHIBIT D - ICP-MS Protocol

EXHIBIT E - GFAA Protocol

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

1 **14. AUTHORIZATION**

2 **14.1 Authorization.** The undersigned are authorized to execute this Agreement on
3 behalf of their respective parties and have read, understood, and agree to all of the terms and
4 conditions of this Agreement.

5 **IT IS SO STIPULATED:**

6 DATED: _____ AS YOU SOW

7 _____
8 By: Lawrence E. Fahn
9 Executive Director

10 DATED: June 17, 2005 THRESHOLD ENTERPRISES, LTD.

11 _____
12 *Ira Goldberg*
13 By: Ira Goldberg, President

14 **IT IS SO ORDERED**
15 **IMAGED**
16 **SEP - 8 2005**
17 DATED: SEP 08 2005

18 **RONALD E. QUIDACHAY**

19 _____
20 Judge of the Superior Court

21 **INDEX OF ATTACHED EXHIBITS**

22 EXHIBIT A - Product List

23 EXHIBIT B - Notices of Proposition 65 Violations

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25 EXHIBIT D - ICP-MS Protocol

26 EXHIBIT E - GFAA Protocol

EXHIBIT A

EXHIBIT A
Threshold Enterprises, Ltd.

Planetary Formulas Brand

Andrographis
Antler Velvet
Arjuna
Arjuna CardioComfort
Artichoke
Ashwaganda
Astragalus
Astragalus Jade Screen (fka Jade Screen)
Avena Sativa Oat Complex
Bacopa
Bacopa-Ginkgo Brain Strength
Bilberry Eye Complex
Bilberry Vision
Black Cohosh
Borage Super GLA
Bupleurum Calmative Compound
Bupleurum Liver Cleanse (fka Hepato-Pure)
Butterbur
Calm Child
Candida Digest (fka Hinga Shtak)
Cat's Claw
Chamomile Dreams (fka Kava Dreams)
CholestGar
Chyavanprash
Cinnamon
Codonopsis
Comfrey Care
Complete Cat's Claw Complex
Cordyceps
Cordyceps Power
Cramp Bark Comfort (fka Women's Comfort)
Cranberry Concentrate
Cranberry Bladder Defense (fka Cranberry Defense)
Damiana Male Potential (fka Male Potential)
Digestive Comfort
Digestive Grape Bitters
Dong Quai
Echinacea
Echinacea Defense Force (fka Defense Force)
Echinacea-Elderberry
Echinacea Glycerites
Echinacea-Goldenseal
Echinacea-Goldenseal with Olive Leaf
Elderberry
Eleuthero (fka Siberian ginseng)
Fenugreek
Feverfew HeadAid (fka Head Aid)
Flex-Ability
GarliChol
Ginger Extract
Ginger Warming Compound (fka Herbal Uprising)
Ginkgo Awareness (fka Clear Mind)
Ginkgo OptiMem
Ginseng
Ginseng Classic (fka Four Noble Gentlemen)
Ginseng Elixir (fka Elixir of Life)
Ginseng Revitalizer (fka Tai Chi)
Glucosamine MSM Herbal
Guggul Cholesterol Compound (Fka Guggul Raj)
Hawthorn
Hawthorn Heart (fka Life Pulse)
Holy Basil
Horny Goat Weed
Horse Chestnut
Horse Chestnut Cream
Horse Chestnut Vein Strength
Jiaogulan
Kava
Kid's Immune Protect
Kudzu Recovery (fka Kudzu Herbal Compound)
Licorice
Liver Defense
Lower Back Support
Maca
Maitake Mushroom
MenoChange
Mullein Lung Complex (fka Breeze Free)
Myelin Sheath Support
Narayana Oil
Neck and Shoulder Support (fka Upper Back Support)
Oil of Oregano
Old Indian Wild Cherry Bark Syrup (fka Old Indian Herbal Syrup)
Olive Leaf
Pau D'Arco Deep Cleansing (fka Complete Pau D'Arco Program)
Prosta Palmetto

Pumpkin Seed
Red Clover Cleanser (fka River of Life)
Rehmannia Endurance (fka Chinese Energetics
Ying)
Rehmannia Vitalizer (fka Chinese Energetics
Yang)
Reishi Mushroom
Reishi Mushroom Supreme
Rhodiola Rosea
Salvia
Saw Palmetto Classic
Schizandra Adrenal Complex (fka Wu Zi Wan)
Shiitake Mushroom
Shiitake Mushroom Supreme
Silymarin
SinusFree
Soy
St. John's Wort
St. Johns Wort Junior
St. john's Wort Kava
St. John's Wort Emotional Balance (fka St.
John's Wort-Kava Compound)
Stevia
Stinging Nettles
Stone Free
Stress Free
Suma
Three Spices Sinus Complex (fka Trikatu)
Tri-Cleanse
Triphala
Triphala-Garcinia Program (fka Triphala Herbal
Diet)
Turmeric Extract
Uva Ursi Diurite (fka Diurite)
Valerian
Valerian Easy Sleep (fka Easy Sleep)
Valerian Root
Vitex (fka Emotional Balance)
Well Child Echinacea-Elderberry Syrup
Wild Yam-Black Cohosh Complex (fka Vital
Balance)
Willow Aid
Women's Dong Quai Tonifier (fka Women's
Precious)
Women's Dong Quai Treasure (fka Women's
Treasure)
Yellow Dock Skin Cleanse (fka HerbaDerm)
Yin Chiao Classic
Yin Chiao-Echinacea Complex (fka Yin Chiao
Plus)

Source Naturals Brand
Acerola Chewable C
Acidophilus
Activated Quercetin™
Advanced-One™ Multiple
AHCC
Alfalfa
Alka-Balance™
Aller-Response™
Aloe Verité™
Alpha GPC
Alpha Lipoic Acid
Amino Athlete
Amino Day
Apple Cider Vinegar
Arctic Pure™
Arthred™
Artichoke Extract
Astaxanthin
Attentive Child™
Attentive DHA™
Bee Pollen
Beta Glucan
Beta Sitosterol
Betaine HCL
Bifidyn™
Bilberry
Bioflavonoid Complex (formerly
Plantioxidants™)
Bioperine®
Black Cohosh
Blue-Green Algae
Boswellia
Broccoli Sprouts
Bromelain
Butcher's Broom
Butterbur
Calm Thoughts™
Cat's Claw
Cat's Claw Defense Complex™
CBR™
Cell Guard™
Charcoal
Chem-Defense
Cherry Fruit
Chlorella
Cholesfiber
Choles-Response™
Cholesterol Rescue
Cholestrex®
Chondroitin Sulfate

Cimi-Fem™
Citricidex™
CLA (Sunflower Oil)
Cm Complex
Coenzyme Q 10
Colostrum
Complete Essential Fatty Acids
Creatine
Chitosan™
CitriMax™
DHA
Diet Clear Cleanse™
Diet Fiber Re:Fresh™
Diet Herbal Re:Store™
Diet Metabo-7™
Diet-Phen™
Diet Pyruva Nectar
Diet Pyruvate
DHEA
Digest-Active™
DMAE Cream
Dura Carb
DIM
Echinacea Root
Elan Vital™
Elderberry Extract
Ellagic Active™
Essential Enzymes™
Ester C
Ester E
Evening Primrose Oil
Feverfew Extract
Fiber Refresh
Fibro-Response™
Flax Seed-Primrose Oil
FOS (Fructo Oligo Saccharides)
GABA
Gamma E
Gamma Oryzanol
Garcinia
Garlic
Garlic & Parsley
Garlic Oil
Garlicell
Genistein
Ginkgo
Ginseng
GLA Borage Seed Oil
Glisodin Power
GlucosaMend™
Glucosamine Sulfate

Glucosamine Chondroitin
Glucosamine Chondroitin w-MSM
Gluco-Science™
Grapefruit Pectin
Grape Seed Extract (Proanthodyn™)
Green Coffee Extract
Green Tea Extract
Guar Gum
Guarana
Guggulsterones
Gymnema Sylvestre
Hangover Formula™
Heart Response™
Heart Science™
Herbal Restore
HGH Surge™
Higher Mind™
Hi-Stress B&C™ w/ herbs
Holy Basil
Homocysteine Defense
Hoodia
Horny Goat Weed
Hot Flash™
Hyaluronic Acid
HydrogenBoost
Inflama -Rest™
Intimate Response™
IP-6
Joint Response
Kava
L-Arginine
L-Theanine
Larchtree Extract
Lecithin
Life Defense™
Life Flora™
Life Force™
Life Spark™
Lignan Extract
Liver Guard™
Lustre™
Lutein
Lycopene
Maca
Male Response™
Mastic Gum
Mega CBR™
Mega One (formerly Mega-Vite 85™)
Mega Primrose™
MegaKid™
MegaMind™

Menopause Multiple™
Mental Edge®
Minor Pain Comfort™
Modified Citrus Pectin
Monthly Comfort™
Mood Balance™
Mother's Choice™
MSM
Muscle Dynamo™
Muscle Mass™
Mushroom Immune Defense
Myricetin
Nattokinase
Neptune Krill Oil
Neuromins™ DHA
Night Rest™
Noni
NutraSleep™
Oat Bran
Oil of Oregano
Olive Leaf
Omega EPA™
Omega-Flax™
OPC-85™ Pine Bark Extract
PPC (Polyenylphosphatidylcholine)
Padma Basic
Pau D'Arco
Phase 2™ Carbohydrate Blocker
Phosphatidyl Choline
Phosphatidyl Serine
Phytoestrogen Cream
Policosanal Cholesterol Complex
Policosanol
Positive Thoughts™
Proanidin™
Proanthodyn Nutradrops
Promilin™ Fenugreek Extract
Propolis
Prosta-Response™
Psyllium Husk Powder
Pycnogenol®
Pyruva-Creatine Drink Mix
Pyruvate Power
Quercetin
Quercetin Nutra Drops
Red Clover Leaf Extract™
Red Marine Algae
Red Yeast Rice
Relora®
Resveratrol
Ribose

Royal Jelly
Runners' Shield™
SAME
Saw Palmetto Extract
Shii-LEM™
Silymarin Plus™
Skin Eternal™
Smilax
Spirulina
Spirulina Multiple™
St. John's Wort
Sugar Ban™
Suma
Super Carrot Acidophilus™
Super Sprouts™
Swedish Flower Pollen
Sytrinol®
Theanine Serine™
Thymic Peptide
Tocotrienol Antioxidant Complex™
Tongkat Ali
Trans-Ferulic Acid
Tri-Methylglycine
Triathlete™
Tribulus
Turmeric Extract
Ultimate Ascorbate C
Ultra Inosine™ Endurance Complex
Ultra Joint Response™
Ultra Multiple™
Urban Air Defense™
Vegetarian Glucosamine 750MG
Vegetarian Pancreatin 475MG
Vincamine
Vinpocetine
VisualEyes™
Vitamin C with Rosehips
Vitamin E
Wellness C-1000
Wellness Cough Syrup
Wellness Formula®
Wellness Herbal Kids™
Wellness Herbal Resistance™
Wellness Herbal Spray™
Wellness Multiple™
Wellness Transfer Factor™
Wellness Zinc Throat Spray™
Whey to Health™
Yerba Maté

EXHIBIT B



As You Sow

Phone: (415) 391-3212

A Foundation Planting Seeds for Social Change

Fax: (415) 391-3245

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

**ATTORNEY GENERAL COPY: CONTAINS
OFFICIAL INFORMATION PER EVIDENCE
CODE SECTION 1040**

May 5, 2003

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

Dear Public Enforcement Agencies:

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

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

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

Alleged violator. The name of the violator covered by this notice is **THRESHOLD ENTERPRISES LTD. doing business as PLANETARY FORMULAS and SOURCE NATURALS** ("Threshold").

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

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

traditional pills, patent formulas, bulk teas, liquid extracts and/or capsules that are imported, exported, manufactured, packaged, distributed, marketed and/or sold by Threshold. The phrase "traditional patent medicines" above is used herein as defined by the California Department of Health Services: "herbal and patent medicines consisting of single or multiple herbal ingredients, including botanical, mineral and animal products, formulated into tablets, pills, powders and liquids." The products that are the subject of this notice include but are not limited to the following:

<u>Brand</u>	<u>Product</u>	<u>Chemical</u>
Planetary Formulas	Yin Chiao Echinacea Complex	lead and lead compounds
Source Naturals	Wellness Formula	lead and lead compounds
Planetary Formulas	Shitake Mushroom Supreme	lead and lead compounds
Planetary Formulas	Woman's Dong Quai Treasure	lead and lead compounds
Planetary Formulas	Reishi Mushroom Supreme	lead and lead compounds
Planetary Formulas	Bupleurum Liver Cleanse	lead and lead compounds
Planetary Formulas	Cordyceps Power CS-4	lead and lead compounds
Planetary Formulas	Damiana Male Potential	lead and lead compounds
Planetary Formulas	Horny Goat Weed	lead and lead compounds
Planetary Formulas	Three Spices Sinus Complex	lead and lead compounds
Planetary Formulas	Triphala Internal Cleanser	lead and lead compounds
Planetary Formulas	Rehmannia Endurance	lead and lead compounds
Planetary Formulas	Valerian Easy Sleep	lead and lead compounds
Source Naturals	Hangover Formula	lead and lead compounds
Source Naturals	Male Response	lead and lead compounds
Source Naturals	Nutra Sleep	lead and lead compounds
Source Naturals	Mental Edge	lead and lead compounds
Source Naturals	Herbal Re:Store	lead and lead compounds
Source Naturals	Suma	lead and lead compounds

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

Duration of violations. Each of these ongoing violations has occurred on every day since May 5, 1999, and will continue every day until clear and reasonable warnings are provided or until these known toxic chemicals are removed from the products.

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

In keeping with its public interest mission and to expeditiously rectify these ongoing violations of California law, AYS is interested in seeking a constructive resolution of this matter

Notice of Violation of California Health & Safety Code §25249.5 *et seq.*
May 5, 2003
Page 3

without engaging in costly and protracted litigation. Please direct all communications regarding this notice to AYS' counsel in this matter:

Andrew L. Packard, Esq.
Law Offices of Andrew L. Packard
294 Page Street
San Francisco, CA 94102
Tel. (415) 431-2970 Fax (415) 431-041

Enclosure

**ATTORNEY GENERAL COPY: CONTAINS OFFICIAL
INFORMATION PER EVIDENCE CODE SECTION 1040**

CERTIFICATE OF MERIT

**(for As You Sow's Notice of Proposition 65 Violation
on THRESHOLD ENTERPRISES LTD. doing business as
PLANETARY FORMULAS and SOURCE NATURALS)**

I, Andrew L. Packard, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged that **THRESHOLD ENTERPRISES LTD. doing business as PLANETARY FORMULAS and SOURCE NATURALS** has violated Health & Safety Code §25249.6 by failing to provide clear and reasonable warnings.
2. I am an attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the action.
4. Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and that the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.
5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: Apr/25, 2003

Attachments (for Attorney General Cop

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years, and not a party to the within action; my business address is: 311 California Street, Suite 510, San Francisco, California 94104.

On May 5, 2003, I served the following documents:

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

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

Threshold Enterprises Ltd. dba Planetary Formulas and Source Naturals
Ira Goldberg, CEO
23 Janis Way
Scotts Valley, CA 95066

On May 5, 2003, I served the following document(s):

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

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

Attn: Craig Thompson, Deputy Attorney General
California Department of Justice
1300 I Street, Suite 125
Post Office Box 944255
Sacramento, CA 94244-2550

On May 5, 2003, I served the following document(s):

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

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

Executed on May 5, 2003, at San Francisco, Calif

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

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

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

THE HONORABLE TODD D RIEBE
AMADOR COUNTY DISTRICT ATTORNEY
708 COURT ST STE 202
JACKSON CA 95642

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE HONORABLE GEORGE BOOTH
MONO COUNTY DISTRICT ATTORNEY
PO BOX 617
BRIDGEPORT CA 93517

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



As You Sow

A Foundation Planting Seeds for Social Change

Tel: (415) 391-3212

Fax: (415) 391-3245

A NON-PROFIT CORPORATION

311 California Street, Suite 510

San Francisco, California 94104

www.asyousow.org

December 23, 2003

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

Dear Public Enforcement Agencies:

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

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

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

Alleged violator. The name of the violator covered by this notice is **THRESHOLD ENTERPRISES LTD.** doing business as **PLANETARY FORMULAS** and **SOURCE NATURALS** ("Threshold").

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

Consumer products. The products that are the subject of this notice are herbs and herbal products, traditional patent medicines, bulk herbs, infusions, extracted powders, tea pills, traditional pills, patent formulas, bulk teas, liquid extracts and/or capsules that are imported, exported, manufactured, packaged, distributed, marketed and/or sold by Threshold. The phrase "traditional patent medicines" above is used herein as defined by the California Department of Health Services: "herbal and patent medicines consisting of single or multiple herbal ingredients, including botanical, mineral and animal products, formulated into tablets, pills, powders and liquids." The products that are the subject of this notice include but are not limited to the following:



Notice of Violation of California Health & Safety Code §25249.5 et seq.
 December 23, 2003
 Page 2

<u>Brand</u>	<u>Product</u>	<u>Chemical</u>
Planetary Formulas	Yin Chiao Classic	arsenic lead and lead compounds
Planetary Formulas	Stress Free	mercury and mercury compounds arsenic lead and lead compounds
Planetary Formulas	Cramp Bark Comfort	mercury and mercury compounds arsenic
Planetary Formulas	Upper Back Support	mercury and mercury compounds arsenic
Planetary Formulas	Astragalus Jade Screen	arsenic
Planetary Formulas	Bupleurum Calmative Compound	lead and lead compounds mercury and mercury compounds
Planetary Formulas	Flex-Ability	lead and lead compounds
Planetary Formulas	Rehmannia Vitalizer	mercury and mercury compounds
Source Naturals	Mood Balance	arsenic
Source Naturals	Fibro-Response	lead and lead compounds
Source Naturals	Horny Goat Weed	lead and lead compounds

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

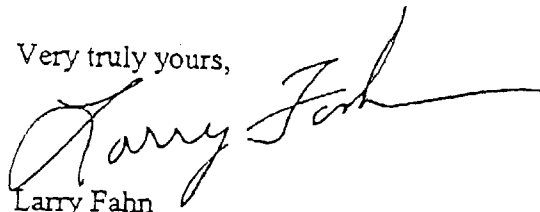
Duration of violations. Each of these ongoing violations has occurred on every day since December 23, 1999, and will continue every day until clear and reasonable warnings are provided or until these known toxic chemicals are removed from the products.

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

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

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

Very truly yours,



Larry Fahn
 Executive Director


Enclosure

CERTIFICATE OF MERIT
(for As You Sow's Notice of Proposition 65 Violation
on **THRESHOLD ENTERPRISES LTD. doing business as**
PLANETARY FORMULAS and SOURCE NATURALS)

I, Andrew L. Packard, declare:

1. This Certificate of Merit accompanies the attached sixty-day notice in which it is alleged that **THRESHOLD ENTERPRISES LTD. doing business as PLANETARY FORMULAS and SOURCE NATURALS** has violated Health & Safety Code §25249.6 by failing to provide clear and reasonable warnings.
2. I am an attorney for the noticing party.
3. I have consulted with one or more persons with relevant and appropriate experience or expertise who has reviewed facts, studies, or other data regarding the exposure to the listed chemicals that are the subject of the action.
4. Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and that the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.
5. The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code §25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: December 22, 2003


Andrew L. Packard

Attachments (for Attorney General Copy only)

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am a citizen of the United States, over the age of 18 years, and not a party to the within action; my business address is: 311 California Street, Suite 510, San Francisco, California 94104.

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

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

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

Threshold Enterprises Ltd. doing business as Planetary Formulas and Source Naturals
Ira Goldberg, CEO
23 Janis Way
Scotts Valley, CA 95066

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

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

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

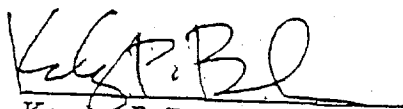
Attn: Craig Thompson, Deputy Attorney General
California Department of Justice
P.O. Box 944255
Sacramento, CA 94244-2550

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

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

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

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


Karalyn P. Buchner

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

THE HONORABLE THOMAS J ORLOFF
ALAMEDA COUNTY DISTRICT ATTORNEY
1225 FALLON ST RM 900
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PO BOX 248
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THE HONORABLE TODD D RIEBE
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JACKSON CA 95642

THE HONORABLE MICHAEL RAMSEY
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25 COUNTY CTR DR
OROVILLE CA 95965

THE HONORABLE JEFFREY TUTTLE
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891 MTN RANCH RD
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PO BOX 670
MARTINEZ CA 94553

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EUREKA CA 95501

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IMPERIAL COUNTY DISTRICT ATTORNEY
939 W MAIN ST
EL CENTRO CA 92243

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SAN RAFAEL CA 94903

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STOCKTON CA 95201-0990

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REDWOOD CITY CA 94063

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SAN FRANCISCO, CA 94102

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SUTTER COUNTY DISTRICT ATTORNEY
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YUBA CITY CA 95991

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

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

June 17, 2005

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

Dear Public Enforcement Agencies:

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

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

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

Alleged violator. The name of the violator covered by this notice is **THRESHOLD ENTERPRISES LTD. doing business as PLANETARY FORMULAS and SOURCE NATURALS** ("Threshold").

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



June 17, 2005

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

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

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

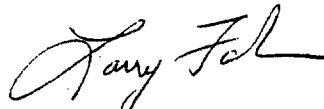
This notice of violation supplements the previous notices issued by AYS against Threshold on May 5, 2003, and December 23, 2003.

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

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

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

Very truly yours,



Larry Fahn
Executive Director

Enclosure

EXHIBIT A

Threshold Enterprises, Ltd.

Planetary Formulas Brand

Andrographis
Antler Velvet
Arjuna
Arjuna CardioComfort
Artichoke
Ashwaganda
Astragalus
Astragalus Jade Screen (fka Jade Screen)
Avena Sativa Oat Complex
Bacopa
Bacopa-Ginkgo Brain Strength
Bilberry Eye Complex
Bilberry Vision
Black Cohosh
Borage Super GLA
Bupleurum Calmative Compound
Bupleurum Liver Cleanse (fka Hepato-Pure)
Butterbur
Calm Child
Candida Digest (fka Hinga Shtak)
Cat's Claw
Chamomile Dreams (fka Kava Dreams)
CholestGar
Chyavanprash
Cinnamon
Codonopsis
Comfrey Care
Complete Cat's Claw Complex
Cordyceps
Cordyceps Power
Cramp Bark Comfort (fka Women's Comfort)
Cranberry Concentrate
Cranberry Bladder Defense (fka Cranberry Defense)
Damiana Male Potential (fka Male Potential)
Digestive Comfort
Digestive Grape Bitters
Dong Quai
Echinacea
Echinacea Defense Force (fka Defense Force)
Echinacea-Elderberry
Echinacea Glycerites
Echinacea-Goldenseal
Echinacea-Goldenseal with Olive Leaf
Elderberry
Eleuthero (fka Siberian ginseng)
Fenugreek
Feverfew HeadAid (fka Head Aid)
Flex-Ability
GarliChol
Ginger Extract
Ginger Warming Compound (fka Herbal Uprising)
Ginkgo Awareness (fka Clear Mind)
Ginkgo OptiMem
Ginseng
Ginseng Classic (fka Four Noble Gentlemen)
Ginseng Elixir (fka Elixir of Life)
Ginseng Revitalizer (fka Tai Chi)
Glucosamine MSM Herbal
Guggul Cholesterol Compound (Fka Guggul Raj)
Hawthorn
Hawthorn Heart (fka Life Pulse)
Holy Basil
Horny Goat Weed
Horse Chestnut
Horse Chestnut Cream
Horse Chestnut Vein Strength
Jiaogulan
Kava
Kid's Immune Protect
Kudzu Recovery (fka Kudzu Herbal Compound)
Licorice
Liver Defense
Lower Back Support
Maca
Maitake Mushroom
MenoChange
Mullein Lung Complex (fka Breeze Free)
Myelin Sheath Support
Narayana Oil
Neck and Shoulder Support (fka Upper Back Support)
Oil of Oregano
Old Indian Wild Cherry Bark Syrup (fka Old Indian Herbal Syrup)
Olive Leaf
Pau D'Arco Deep Cleansing (fka Complete Pau D'Arco Program)
Prosta Palmetto

Pumpkin Seed
Red Clover Cleanser (fka River of Life)
Rehmannia Endurance (fka Chinese Energetics Ying)
Rehmannia Vitalizer (fka Chinese Energetics Yang)
Reishi Mushroom
Reishi Mushroom Supreme
Rhodiola Rosea
Salvia
Saw Palmetto Classic
Schizandra Adrenal Complex (fka Wu Zi Wan)
Shiitake Mushroom
Shiitake Mushroom Supreme
Silymarin
SinusFree
Soy
St. John's Wort
St. Johns Wort Junior
St. john's Wort Kava
St. John's Wort Emotional Balance (fka St. John's Wort-Kava Compound)
Stevia
Stinging Nettles
Stone Free
Stress Free
Suma
Three Spices Sinus Complex (fka Trikatu)
Tri-Cleanse
Triphala
Triphala-Garcinia Program (fka Triphala Herbal Diet)
Turmeric Extract
Uva Ursi Diurite (fka Diurite)
Valerian
Valerian Easy Sleep (fka Easy Sleep)
Valerian Root
Vitex (fka Emotional Balance)
Well Child Echinacea-Elderberry Syrup
Wild Yam-Black Cohosh Complex (fka Vital Balance)
Willow Aid
Women's Dong Quai Tonifier (fka Women's Precious)
Women's Dong Quai Treasure (fka Women's Treasure)
Yellow Dock Skin Cleanse (fka HerbaDerm)
Yin Chiao Classic
Yin Chiao-Echinacea Complex (fka Yin Chiao Plus)

Source Naturals Brand
Acerola Chewable C
Acidophilus
Activated Quercetin™
Advanced-One™ Multiple
AHCC
Alfalfa
Alka-Balance™
Aller-Response™
Aloe Verité™
Alpha GPC
Alpha Lipoic Acid
Amino Athlete
Amino Day
Apple Cider Vinegar
Arctic Pure™
Arthred™
Artichoke Extract
Astaxanthin
Attentive Child™
Attentive DHA™
Bee Pollen
Beta Glucan
Beta Sitosterol
Betaine HCL
Bifidyn™
Bilberry
Bioflavonoid Complex (formerly Plantioxidants™)
Bioperine®
Black Cohosh
Blue-Green Algae
Boswellia
Broccoli Sprouts
Bromelain
Butcher's Broom
Butterbur
Calm Thoughts™
Cat's Claw
Cat's Claw Defense Complex™
CBR™
Cell Guard™
Charcoal
Chem-Defense
Cherry Fruit
Chlorella
Cholesfiber
Choles-Response™
Cholesterol Rescue
Cholestrex®
Chondroitin Sulfate

Cimi-Fem™
Citricidex™
CLA (Sunflower Oil)
Cm Complex
Coenzyme Q 10
Colostrum
Complete Essential Fatty Acids
Creatine
Chitosan™
CitriMax™
DHA
Diet Clear Cleanse™
Diet Fiber Re:Fresh™
Diet Herbal Re:Store™
Diet Metabo-7™
Diet-Phen™
Diet Pyruva Nectar
Diet Pyruvate
DHEA
Digest-Active™
DMAE Cream
Dura Carb
DIM
Echinacea Root
Elan Vital™
Elderberry Extract
Ellagic Active™
Essential Enzymes™
Ester C
Ester E
Evening Primrose Oil
Feverfew Extract
Fiber Refresh
Fibro-Response™
Flax Seed-Primrose Oil
FOS (Fructo Oligo Saccharides)
GABA
Gamma E
Gamma Oryzanol
Garcinia
Garlic
Garlic & Parsley
Garlic Oil
Garlicell
Genistein
Ginkgo
Ginseng
GLA Borage Seed Oil
Glisodin Power
GlucosaMend™
Glucosamine Sulfate

Glucosamine Chondroitin
Glucosamine Chondroitin w-MSM
Gluco-Science™
Grapefruit Pectin
Grape Seed Extract (Proanthodyn™)
Green Coffee Extract
Green Tea Extract
Guar Gum
Guarana
Guggulsterones
Gymnema Sylvestre
Hangover Formula™
Heart Response™
Heart Science™
Herbal Restore
HGH Surge™
Higher Mind™
Hi-Stress B&C™ w/ herbs
Holy Basil
Homocysteine Defense
Hoodia
Horny Goat Weed
Hot Flash™
Hyaluronic Acid
HydrogenBoost
Inflama -Rest™
Intimate Response™
IP-6
Joint Response
Kava
L-Arginine
L-Theanine
Larchtree Extract
Lecithin
Life Defense™
Life Flora™
Life Force™
Life Spark™
Lignan Extract
Liver Guard™
Lustre™
Lutein
Lycopene
Maca
Male Response™
Mastic Gum
Mega CBR™
Mega One (formerly Mega-Vite 85™)
Mega Primrose™
MegaKid™
MegaMind™